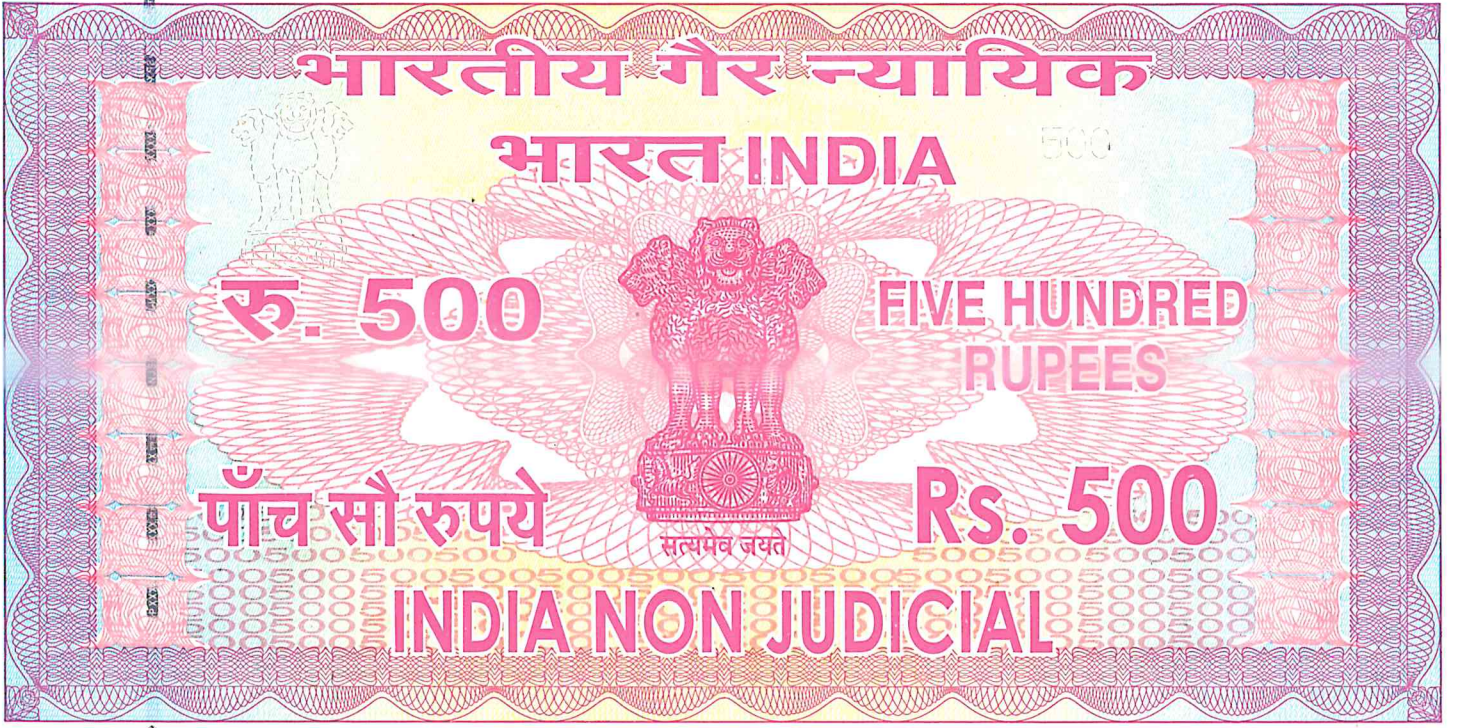


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यांचे रु. (500) दिने स्टॅम्प कोड क्र. 28/10/2022
ऑफडेव्हीट, करारपत्र, मॉरगेज, मुखपत्र व खरेदी पत्र



17 OCT 2022

STAMP HEAD CLERK,
TREASURY OFFICE,
KOLHAPUR. (M.S.)

AGREEMENT BETWEEN

Chief Medical Superintendent.
Divisional Railway Hospital,
Central Railway, Pune - 411001
On behalf of President of India

AND

Medical Superintendent,
Dr D.Y. Patil Medical College Hospital and Research Institute
Kolhapur



Medical Superintendent
Dr. D. Y. PATIL MEDICAL COLLEGE
HOSPITAL & RESEARCH INSTITUTE
KADAMWADI, KOLHAPUR - 416 003



This Agreement is made on the 28th day of October 2022 between the President of India acting through CMS/*Divisional Railway Hospital/ Pune Central Railway Government of India having its office at Pune.* (Hereinafter called Railway, 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

Dr D.Y. Patil Medical College Hospital and Research Institute, Kadamwadi, Kolhapur. of the Second Part.

WHEREAS, the Indian Railway Health Service (IRHS) is providing comprehensive medical care facilities to Railway beneficiaries as are decided from time to time.

AND WHEREAS, IRHS proposes to provide treatment facilities and diagnostic facilities to the Railway Beneficiaries in the Private empanelled Hospitals, in KOLHAPUR AND WHEREAS, **Dr D.Y. Patil Medical College Hospital and Research Institute Kolhapur**, has agreed to give the treatment / diagnostic facilities (As per Annexure — I) to the Railway Beneficiaries in the Health Care Organization at the rates offered by CGHS for **Pune**:

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

Terms & Conditions for empanelment of Hospitals for Treatment & Investigations

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 "Card" shall mean the **(UMID/CTSE etc.)** Photo Identity Card' bearing details of the beneficiary, issued by any competent authority of Railway Personnel department only. MIC shall mean 'Medical identity card',

issued by any competent authority of Railway Personnel department, bearing the name of the Railway Employee or ex-Railway Employee and their eligible family members/dependents.

1.1.4 "Card Holder" shall mean a person having the **(UMID/CTSE etc.)** Card (a specimen of which has been shown to the hospital and a prototype has also been provided).

1.1.5 Railway Beneficiary shall mean any person who is eligible to comprehensive medical care by IRMS and has been issued, or

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whose name is included in, a Medical card issued by competent authority and has not become ineligible on any account.

1.1.6 "Coverage" shall mean the types of persons to be eligible as the beneficiaries subject to the terms, conditions and limitations.

1.1.7 "Emergency" shall mean any 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 / limb of the patient.

1.1.8 "Empanelment" shall mean authorization of the hospitals, by the Railway for treatment/ investigation purposes for a particular period.

1.1.9 "Hospital" shall mean the **Dr D.Y. Patil Medical College Hospital and Research Institute Kolhapur** while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.

1.1.10 "De-recognition of Hospital" shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the Railway health care beneficiaries after following certain procedure of 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 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 post operative consultations.

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

1.1.14 In case a beneficiary demands a specific Brand of Stent / Implant and gives his / her consent in writing, the difference in cost over and above the ceiling rate may be charged from the beneficiary, which is non- reimbursable / not payable by Railway. This component will be shown distinctly in the bill for sake of transparency.

1.1.15 During In-patient treatment of the Railway beneficiary, the hospital will not ask the beneficiary or his / her attendant to



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purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items. However, the following items are not admissible for reimbursement/ Payment by Railway:

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

1.1.16 In cases of conservative treatment / where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS rates or as per AIIMS rates, if there is no CGHS rate for a particular item.

1.1.17 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 and
- 1 day for day care / Minor (OPD) surgeries.

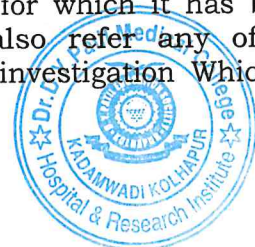
However, if the beneficiary has to stay in the hospital for his / her recovery for a period more than the period covered in package rate, the additional bill amount may be allowed to the hospital, which shall be limited to accommodation charges as per entitlement, investigations charges at approved rates, doctors visit Charges (not more than 2 visits per day by specialists / consultants) and cost of medicines for additional stay). The circumstances for such extended stay should be supported by relevant medical records and certified as such by hospital.

1.1.18 No additional charge on account of extended period of stay shall be allowed if that extension is assessed to have been necessitated due to Hospital Acquired Infection (HAI), infection as a consequence of surgical

procedure/ faulty investigation procedure etc. The decision of Railway will be final in this regard.

1.1.19 The empanelled hospital cannot charge more than CGHS approved rates or rates agreed upon with Railways, when a Railway beneficiary is admitted under non-emergency situation. In case of any instance of overcharging the overcharged amount over and above CGHS rate (except inadmissible items and difference paid due to implant/stent of a specific brand chosen by Railway beneficiary) shall be considered as unethical practice by the hospital and may lead to cancellation of contract.

1.1.20 IRHS has empanelled the **Dr D.Y. Patil Medical College Hospital and Research Institute Kolhapur**, hospital for Railway beneficiary for all the specialties for which it has been granted recognition by CGHS. It may also refer any of its beneficiaries for a treatment/ procedure/investigation Which is



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not available in-house at the local health Institution of railway.

1.1.21 For any interaction with Railway, the hospital shall be interacting with the signing authority, or one of his authorized officers, of this agreement. However a superior office of the signing authority may call for any report by the hospital.

1.1.22 The applicable city specific CGHS rates are as per notification by the CGHS for that city or nearest city. The rates will be as per applicable rate

- i.e. any change upwards or downwards will be applicable from the date which is applicable in CGHS.

OR

Mutually agreed rates with Railways (in case of Government of India / Public Sector Undertaking hospitals or Non CGHS hospitals.

Hospital will write prescription in generic name & provide medicines

for upto seven days period. This is subject to following conditions:-

- i. Only essential medicines in generic form for continuity of treatment will be issued by the hospital
- ii. No nutritional supplements, tonic, cough syrup, vitamins; injections will be issued by the hospital. These are not allowed
- iii. No non drug items / equipments / appliances will be issued
- iv. Total cost of such medicines issued by the hospital must not exceed Rs 2000/- in any case

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DURATION OF AGREEMENT

The Agreement shall remain in force for a period of 2 years or till it is modified or revoked, whichever is earlier. The Agreement may be extended annually subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent of both parties.

Note: In case the hospital is derecognized by CGHS or the recognition is not extended for any reason then, unless and until specifically allowed by Railway, the Railway empanelment under this agreement shall also be withdrawn.

Patients already admitted to the hospital during currency of MoU, will however, be continued to be provided treatment, which shall be paid by Railway as per this MoU.

3. CONDITIONS FOR PROVIDING TREATMENT/SERVICES

A. GENERAL CONDITIONS

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The hospitals shall be empanelled for all facilities/services available in the health care organization as approved by CGHS and shall not be



empanelled for selected specialties/ facilities.

The Hospitals shall investigate / treat the Railway beneficiaries only for the emergency condition for which the patient has reported to them. Likewise the Railway beneficiaries referred by the railway hospital shall be treated / investigated only for the condition referred. No undue/unnecessary investigation shall be done by the hospital.

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

IRHS has the right to monitor the treatment provided in the Private Hospital.

B. ADDITIONAL PROCEDURES/INVESTIGATIONS

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

Likewise if IRHS refers a patient, the treatment given should be confined to the condition for which the patient has been referred by the Railway.

C. PROCEDURE WHERE A RAILWAY BENEFICIARY REPORTING IN EMERGENCY NEEDS TREATMENT IN A SPECIALITY(S) WHICH ARE NOT AVAILABLE IN THE HOSPITAL

The Hospital shall not undertake treatment of cases, reporting to them, in specialties which are not available in the hospital. But it will provide necessary treatment to stabilize the patient and transport the patient safely to nearest recognized hospital under intimation to Railway authorities. However in such cases the Hospital will charge as per the CGHS rates only for the treatment provided.

D. CHANGES IN INFRASTRUCTURE/STAFF TO BE NOTIFIED TO RAILWAY

The Hospital shall immediately communicate to Railway about any change in the infrastructure /Shifting of premises of the hospital. The empanelment will be temporarily withheld in case of shifting of the hospital facility to any other location without prior permission of Railway.

E. ANNUAL REPORT

The Hospital will submit an annual report regarding number of admitted Railway beneficiaries, bills submitted to the Railway and payment received. Similar report for the referred patients treated by the hospital may also be submitted. Annual audit report of the hospitals will also be submitted along with the statement. The Hospital shall submit all the medical records in digital format.

Medical Superintendent

**Dr. D. Y. PAUL MEDICAL COLLEGE
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KADAMPUR, KOLLAM - 686 003**

L. MEETINGS



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

J. INSPECTIONS

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

L. 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 under IRHS shall be displayed at the premises of the empanelled hospital indicating that the charges will be as per CGHS approved rates.

4. TREATMENT IN EMERGENCY

The following ailments may be treated as emergency which is **illustrative only** and not exhaustive, depending on the condition of the patient and if any changes done by CGHS will apply for Railways too:

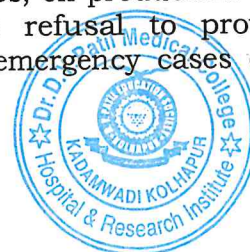
- Acute Coronary Syndromes (Coronary Artery Bye-pass Graft / Percutaneous, Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Tamponade, Acute Left Ventricular Failure / Severe Congestive Cardiac 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-Stokes, Sudden unconsciousness, Head injury, Respiratory failure, decompensate lung disease, Cerebro-Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
- 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 Railway beneficiary or his family member and

Medical Superintendent

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will provide credit facilities to the patient whether the patient is a serving employee of Railway or a pensioner availing facilities, on production of a valid Railway Medical Identity card (UMID etc.). The refusal to provide the treatment to bonafide Railway Beneficiaries in emergency cases on credit



basis, without valid ground, would attract disqualification for continuation of empanelment.

The Hospital will intimate all instances of Railway beneficiaries admitted as emergencies without prior permission to the Railway authorities through mutually accepted means to Railway authorities at the earliest and within 24 hours and Railway will revert within next 24 hours, otherwise it will be treated as deemed approved. The empanelled hospital will clearly mention/certify the emergency condition as per MoU.

If Railway finds that patient is not suffering from emergency, in such case the hospital bill up to the stage of such determination will be paid by Railway directly to the hospital. However, the patient can continue to avail treatment at the empanelled hospital, if so desired by paying CGHS rates or hospital rates whichever is less on the patients cost thereafter.

5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

Railway beneficiaries are entitled to facilities of private, semi-private or general ward depending on their pay drawn in pay band/ pension. These entitlements are amended from time to time and the latest order in this regards needs to be followed. The entitlement at present is as follows:-



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

The Card will have the entitlement of the patient endorsed. For the patients referred by railway the entitlement of ward shall be endorsed on the referral letter itself.

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.

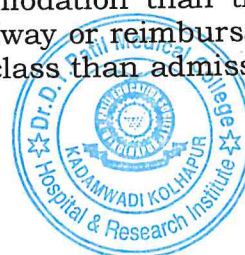
b. Semi Private Ward is defined as a hospital room where two to three patients are accommodated and which has attached toilet facilities and necessary furnishings.

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

(Signature)
Medical Superintendent

**Dr. D. Y. PATIL MEDICAL COLLEGE
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Treatment, in higher Category of accommodation than the entitled category, is not permissible for payment by Railway or reimbursable. If the patient or his/ her attendant opts for a higher class than admissible under



extent rules mentioned above (Para 5), as modified from time to time, the difference in cost of treatment including room charges, procedure and treatment cost, investigations etc would have to be borne by patient's representative. A written declaration to the effect should be taken before such change is carried out and it can be collected from the patient or his /her representative directly by the hospital. This should be indicated distinctly in the bill raised in the interest of transparency.

6. APPROVED RATES TO BE CHARGED

6.1 The empanelled hospital shall charge from the Railway beneficiary as per the rates for a particular procedure / package deal as prescribed by the CGHS or mutually accepted rates by Railways where rates are not available for CGHS or in case of Government of India undertaking hospitals or mutually accepted rates where no CGHS hospital exist 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.aso>.

6.2 The package rate will be calculated as specified in the tender document. No additional charge on account of extended period of stay shall be allowed if, that extension is due to infection as a consequence of surgical procedure or due to any improper procedure and is not justified. The decision of Railway will be final in this regard.

6.3 The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for Railway beneficiary under this Agreement shall be as per the latest CGHS rate applicable for the city **PUNE** during the validity period of this Agreement. The empanelled hospital agrees that during the In-patient treatment of the Railway beneficiary, the Hospital will not ask the beneficiary or his attendant to purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by the CGHS which includes the cost of all the items. Appropriate action, including removal from RAILWAY empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by Railway teams. The hospital shall agree to charge CGHS rates to Railway Employees/Pensioners on production of valid I-Card/ Documentary proof, even though treatment is not sought as Railway beneficiary.

6.4 **Dr D.Y. Patil Medical College Hospital and Research Institute Kolhapur** agrees to give discount to Railway Beneficiary of **10%** on final bill excluding medicines, implants and all outsource investigations.

7. MODE OF PAYMENT FOR TREATMENT BENEFICIARIES

There shall be three classes of patients:

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- I. Railway Beneficiaries referred by Railway Hospitals to the empanelled hospital.
- II. Railway Beneficiaries reporting to Hospital directly in emergency.
- III. Railway beneficiary directly reporting to empanelled hospital without any emergency or referral letter and paying on their own for OPD/IPD/Investigations for which empanelled hospital shall charge CGHS rate or hospital rate, whichever is less

Railway beneficiaries coming under Serial No. 7 (I), will be attending the hospital with referral letter from Railways, the bill should be submitted to the office of the concerned Railway hospital with whom they have the MoU.

Railway beneficiaries coming under Serial No. 7 (II) above - **emergency as in para 4** treatment / procedures, the services shall be undertaken and provided on credit. No payment shall be sought from them and information sent to Railway hospital through mutually agreed means and authorization be sought from the concerned railway hospital with whom they have MoU with. Situation may arise where Railway hospital, after scrutinizing admission report submitted by empanelled hospital, finds that the patient is not suffering from an emergency. In such cases, the hospital bills upto the stage of such determination (para 4) shall be paid by Railway directly to Hospital. However, the patient can continue to avail treatment at the empanelled hospital, if so desired, paying CGHS rates or hospital rates, whichever is less on the patient's cost, thereafter

For Railway patients coming under Serial No. 7(III) above, empanelled hospital has to collect payment from the Railway patient directly at the rate as decided already. That is empanelled hospitals will provide the necessary treatment in OPD or otherwise to Railway beneficiary at the CGHS approved rates or hospital rates, whichever is less for the treatment in non-referral and non-emergency case at Railway Medical beneficiary's own cost

8. NOTIFICATION OF NODAL OFFICERS

Empanelled hospital shall notify concerned Railway hospital authority about admission of Railway beneficiaries in emergency clarifying the nature of emergency as pointed out in (para 4). Empanelled hospital will mark a counter for Railway beneficiary and also display the name and contact no of person dealing with railways for that empanelled hospital as being done for CGHS beneficiary. Concerned Railway hospital will appoint two senior doctors for acting as administrative nodal officer for empanelled hospital and for Railway beneficiaries.

9. INFORMATION TO BE PROVIDED BY HOSPITALS OF EMERGENCY ADMISSIONS

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The Hospital will intimate all instances of Railway beneficiaries admitted as emergencies without prior permission to the Railway authorities through mutually accepted means at the earliest and within 24 hours and Railway will revert within next 24 hours, otherwise it will be treated as deemed approved. The empanelled hospital will clearly mention/certify the emergency condition as per MoU.

If Railway finds that patient is not suffering from emergency, in such a case the hospital bill upto the stage of such determination will be paid by Railway directly to the hospital. However, the patient can continue to avail treatment at the empanelled hospital, if so desired by paying CGHS rates or hospital rates, whichever is less on the patient's own cost thereafter.

Treatment in no case would be delayed or denied for the reason that authorization by Railway is not forthcoming.

10. SUBMISSION OF BILLS

Empanelled hospital s shall submit the physical bill to the concerned CMS/MD office for processing of bills. However, no claims of empanelled hospitals after a period of six months from the date of completion of treatment/date of discharge of Railway beneficiaries shall be accepted by the Railway authority

11. PROCESSING OF CLAIMS

The Hospital shall be expected to upload the bill, on the website, for a particular episode within 7 days of the discharge of the patient.

Railway hospital shall put up a scrutinized statement of the bill within 15 days of submission of the bill by the hospital, as per the extant rules, raising objections if any, if the hospital has anything to state on the scrutinized statement then it will do so within 02 days, otherwise it will be presumed that hospital agrees with the scrutinized statement.

After approval MD/CMS/CMO office shall submit the bill to associate Accounts Department (within 15 working days of clearing of last query). Account Department will pass the bills and make the payment to the hospital within 15 working days.

Note:-The patient may be from some railway unit other than the agreement signing unit but the bill shall be paid by the Railway Unit which had empanelled the hospital, without making any reference or debit etc. to the Railway Unit to which beneficiary may belong.

Railway reserves the right to make recoveries, if any, from future bills of hospitals as the case may be. Railway hospital will examine the bill in terms of:

- (a) Appropriateness of treatment including screening of patients records to identify unnecessary admissions and unwarranted treatments.
- (b) Whether the planned treatment is shown as emergency treatment.
- (c) Whether the diagnostic, medical or surgical, procedures that were not required were conducted by hospital including unnecessary investigations.

- (d) Whether the treatment procedures have been provided as per the approved rates and the packages.
- (e) Whether procedures performed were only those for which permission had been granted or the patient was referred.
- (f) Empanelled hospital will provide established & approved treatment protocol to Railway beneficiaries. Therapies which are not approved or experimental in nature are not permitted.

12. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled Private Hospital by railway or its nominated agency.

13. DUTIES AND RESPONSIBILITIES OF EMPANELLED HOSPITAL

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

14. NON ASSIGNMENT

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

15. EMPANELLED HOSPITAL'S IN TEGRITY AN OBLIGAITONS DURING AGREEMENT PERIOD

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

16. PERFORMANCE BANK GUARANTEE (PBG)

Health Care Organizations that are recommended for empanelment after the initial assessment shall also have to furnish a performance Bank Guarantee worth Rs. 10Lakh valid for a period of 30 months i.e. six month beyond empanelment period to ensure efficient service and to safeguard against any default. **(PBG for charitable Organizations would be 50% of above amount)**. In case of single specialty hospitals it PBG shall be worth Rs. 05 Lakh thousand only. If they have given the same to one Railway then they need to give to other Railway since if one hospital is empanelled with



a particular Railway then it is deemed empanelled by other Railway too and other Railways can simply sign the MoU with them in same term and conditions for beneficiaries from their Railways

17. FORFEITURE OF PERFORMANCE BANK GUARANTEE AND REMOVAL FROM LIST OF EMPANELLED ORGANIZATIONS

In case of any violation of the provisions of the MoU by the hospital empanelled under Railway such as:

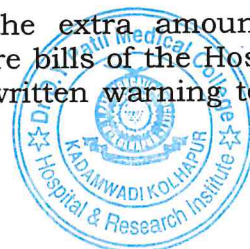
1. Refusal of service,
2. Undertaking unnecessary procedures,
3. Prescribing unnecessary drugs/tests
4. Over billing,
5. Reduction in staff/ infrastructure/ equipment etc. after the hospital/ has been empanelled.
6. Non submission of the report, habitual late submission or submission of incorrect data in the report
7. Refusal of credit to eligible beneficiaries and direct charging from them.
8. If not recommended by NABH/NABL/QCI at any stage
9. Discrimination against Railway beneficiaries vis-à-vis general patients
10. De-empanelment by CGHS/ECHS/ESI.

The amount of Performance Bank Guarantee will be forfeited and the Railway shall have the right to de-recognize the hospital as the case may be. Such action could be initiated on the basis of a complaint, medical audit or inspections carried out by Railway teams at random. The decision of the Railway will be final.

18. LIQUIDATED DAMAGES

- The Hospital shall provide the services as per the requirements specified by the Railway in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Hospital such as refusal of service or direct charging from the railway Beneficiaries (and referred patients) or defective service and negligence, the amount equivalent to 15% of the amount of Performance Bank Guarantee will be charged as agreed Liquidated Damages by the Railway, however, the total amount of the Performance Bank Guarantee will be maintained intact being a revolving Guarantee.
- In case of repeated defaults by the Hospital the total amount of Performance Bank Guarantee will be forfeited and action will be taken for removing the Hospital from the empanelment of Railway as well as termination of this Agreement.
- For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Hospital and the Railway shall have the right to issue a written warning to the

(Signature)
Medical Superintendent
Dr. D. Y. P. MEDICAL COLLEGE
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hospital not to do so in future. The recurrence, if any, will lead to De-recognition from Railway.

19. TERMINATION FOR DEFAULT

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

19.1 If the empanelled Hospital fails to provide any or all of the 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.

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

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

20. INDEMNITY

The empanelled Hospital shall at all times, indemnify and keep indemnified Railway / the Government all Action-BPA 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 negligence or misconduct.

The Hospital will pay all indemnities arising from such incidents without any extracost to Railway and will not hold the Railway responsible or obligated. Railway / the Government may at its discretion and shall always be entirely at the cost of the 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

21. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Railway and the Hospital, upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the CMD/CMO of the Unit who will give written award of his decision to the Parties. The decision of the CMD/CMO will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The

Venue of the arbitration proceedings shall be at the city of CMD/CMO office.

22. MISCELLANEOUS

- 22.1 Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between Railway and the Hospital. The Health care Organization shall work or perform their duties under this Agreement or otherwise.
- 22.2 The Hospital agrees that any liability arising due to any default or negligence in not represent or hold itself out as agent of the Railway.
- 22.3 The Railway will not be responsible in any way for any negligence or misconduct of the Hospital and its employees for any accident, injury or damage sustained or suffered by any 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.
- 22.4 The Hospital shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the in particular where such change would have an impact on the performance of obligation under this Agreement.
- 22.5 This Agreement can be modified or altered only on written agreement signed by both the parties.
- 22.6 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 Hospital during the period when the Agreement was in force.
- 22.7 The Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.

23. OTHER SERVICES TO BE PROVIDED

The empanelled Hospital will, on the request of RAILWAY, agree to provide training to RAILWAY medical, Para-medical and nursing staff.

1. Free ambulance service should be provided to the railway beneficiaries round the clock 24x7.
2. CGHS has started "Other major" & "Other minor" package at the end of each category. Classification of surgeries is as per Indian railway medical manual (IRMM). Volume – 1, Third Edition- 2000, Chapter no. VI, Medical attendance and treatment, Annexure II and Railway board letter dated 04/08/2004. Chief Medical Superintendent, Pune will decided whether the item or procedure is to be considered as "Other major". "Other minor" or at non CGHS rates of empanelled hospital . in case of disputes Principal Chief medical Director, Central Railway will decide on the issues.
3. Planned treatment should not be shown as emergency treatment. Treatment in emergency is as defined by CGHS and as per para 4, page no. 6 and 7 of



revised (New) MoU as per Railway board letter no. 2021/H-1/11/10/MoU dated 22/11/21.

24. EXIT FROM THE PANEL

The Rates fixed by the CGHS for the city of **PUNE** 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.

25. NOTICES

25.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.

**Railway: CMS, Divisional Railway Hospital, Pune, Central Railway,
Address: Office of the Chief Medical Superintendent,
Divisional Railway Hospital,
Maldhakka Road, Near Pune Railway Station,
Pune - 411001.**

**Dr D.Y. Patil Medical College Hospital and Research Institute
Kadamwadi, Kolhapur. 416003**

25.2 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

CMS/Divisional Railway Hospital, Pune

For and on behalf of The President of India

In the Presence of
(Witnesses)

1.

2.

In the presence of

(Witnesses)

1.

2.

[Handwritten signatures of witnesses]

Signed by For and on



[Handwritten signature]



Medical Superintendent
**Dr D.Y. Patil Medical College Hospital
and Research Institute Kolhapur.**

416003

Medical Superintendent
Dr. D. Y. PATIL MEDICAL COLLEGE
HOSPITAL & RESEARCH INSTITUTE
KADAMWADI, KOLHAPUR - 416 003

NOTARY REGI. SR. No.

2268 / 2022



BEFORE ME

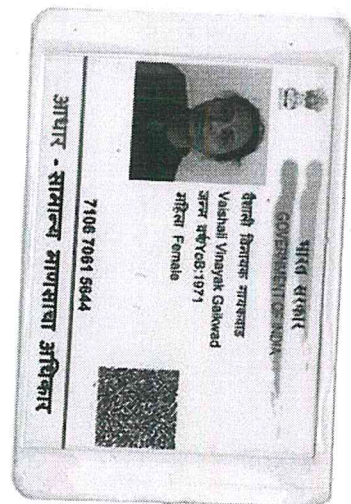
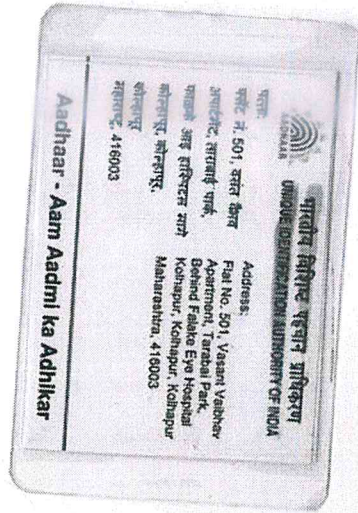
Rehena M. Shalkh
Adv. Rehena M. Shalkh
NOTARY GOVT. OF INDIA
1171, 'C' Ward, Bhol Gelli, Raviwar Peth,
KOLHAPUR Dist Kolhar. (S.)

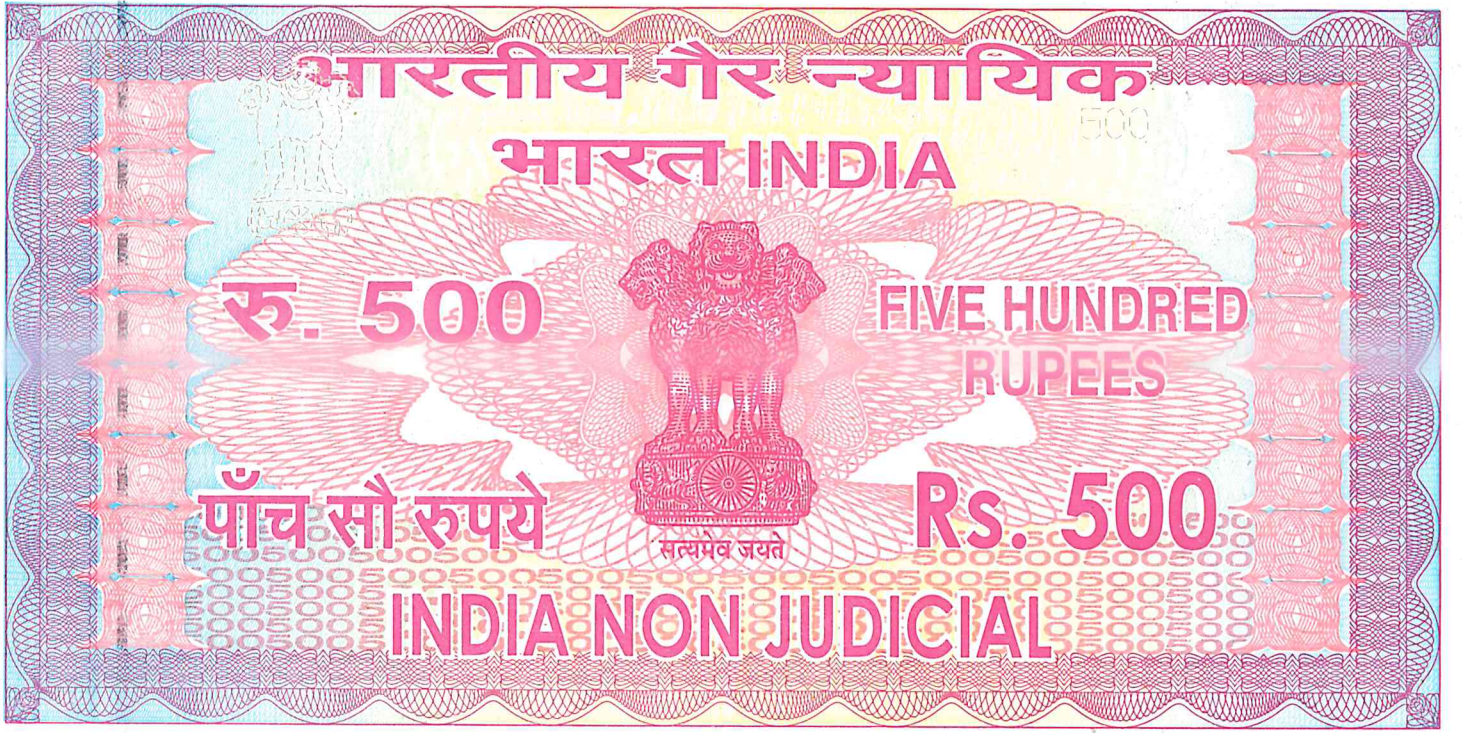
28/10/22

*I know the
Affiant.*

[Handwritten signature]
Adv. K. A. Patil







महाराष्ट्र MAHARASHTRA

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BP 090262

दस्तावेज प्रकार/अनुच्छेद क्र. - वैवाहिक दस्त नोंदणी करणार आहेत का ?-होय/नाही
नोंदणी होणार असल्यास दुष्पन विदेशी कार्यालयाचे नाव -

मिळकतीचे वर्णन -

मोबदला रक्कम रुपये

मुद्रांक विवरण -

Dr. D. Y. PATIL MEDICAL COLLEGE.....
HOSPITAL & RESEARCH INSTITUTE.....
KADAMWADI, KOLHAPUR - 416 003

दुसऱ्या

हस्ते अक्षर -

शिष्टीक कळीट

मुद्रांक मूल्य - 400 x 8 = 2000/-

मुद्रांक विक्री नोंद बही क्र. ९५९ दिनांक -

S. S. S.

मुद्रांक निकत घेणाऱ्याची सही

28 SEP 2022

PERFORMANCE BANK GUARANTEE

सौ. शारदा अशोक पोवार (स्टॅंप व्हेंडर)
२२५९, ई. का. वावडा, कोल्हापूर.
परवाना क्र. मु. वि. अ. / करवीर / ९४
दि. ७/७/१९९४
फोन नं. २६०९०४८



15 SEP 2022

STAMP HEAD OFFICE
TREASURY OFFICE
KOLHAPUR. (M.S.)

To,

The President of India

Acting through Senior Divisional Finance Manager

Central Railway Pune.

P.B. G No.: 47110IGL0000422

Date of Issue: 04.10.2022

Date of Validity: 03.10.2024

Amount of PBG: 500000.00

AND WHEREAS Dr. D.Y Patil Medical College, Hospital & Research Institute, Kolhapur 416006 has undertaken agreement date 05/09/2022 to 04/09/2025, for Services - Medical Services (IPD and OPD)

यूनिअन बँक ऑफ इंडिया
FOR UNION BANK OF INDIA

शाखा प्रबंधक/Branch Manager
कासबा बावडा शाखा/Kasaba Bawada Br.
Mr. A. B. Tondale

यूनिअन बँक ऑफ इंडिया
For UNION BANK OF INDIA

लेखाकार/ACCOUNTANT
कासबा बावडा शाखा/KASABA BAWADA BR.
Piyush Raut PF 696358



महाराष्ट्र MAHARASHTRA

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BP 090263

दस्तावा प्रकार/अनुच्छेद क्र. - दस्त नोंदणी करणार आहेत का ?-होय/नाही

नोंदणी होणारा असण्यास दुय्यम निर्देशक कार्यालयाचे नाव -

मिळकतीचे वर्णन -

मोबदला रक्कम -

मुद्रांक वि. -

Dr. D. Y. PATIL MEDICAL COLLEGE.....
HOSPITAL & RESEARCH INSTITUTE.....
KADAMWADI, KOLHAPUR - 416 003.....

दस्तावा -

हस्ते अक्षर - शिरीष पत्रिका

मुद्रांक शुल्क - ५०० X ४ = २०००/-

मुद्रांक विक्री नोंद वहात अंमल - ६९५९

मुद्रांक विक्री घेणाऱ्याची मदी

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15 SEP 2022

STAMP HEAD CLERK,
TREASURY OFFICE,
KOLHAPUR. (M.S.)

28 SEP 2022

सौ. शारदा अशोक पोवार (स्टॅंप व्हेंडर)
२२५१, ई. फ।। बावडा, कोल्हापूर.
परवाना क्र. मु. वि. अ. / करवीर / ९४
दि. ७/७/१९९४
कोड नं. २६०१०४८

This Stamp Paper is Part & Parcel

B6-4711016 L0000422.

यूनिऑन बँक ऑफ इंडिया
FOR UNION BANK OF INDIA

शाखा प्रबंधक/Branch Manager
कासाबा बावडा शाखा/Kasaba Bawada Br

Mr. A. B. Tondale

यूनिऑन बँक ऑफ इंडिया
For UNION BANK OF INDIA

लेखाविर/ACCOUNTANT
कासाबा बावडा शाखा/KASABA BAWADA BR.

Piyush Rawat PF696358

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

सत्यमेव जयते



महाराष्ट्र MAHARASHTRA

2022

BP 090254

दस्तावेज प्रकार/अनुच्छेद क्र. - कोल्हापूर दस्तावेज
नोंदणी होणारा अस्तित्वात मुख्य निबंधक कार्यालयाचे नाव
मिळवलीचे पत्रांक

मोबइल नंबर

मुद्रांक

दुसरा

हस्ताक्षर

मुद्रांक शुल्क

मुद्रांक विक्री नोंदणी

मुद्रांक विक्री घेणाऱ्याची सही

Dr. D. Y. PATIL MEDICAL COLLEGE
HOSPITAL & RESEARCH INSTITUTE
KADAMWADI, KOLHAPUR - 416 003

शिरीष पत्र

५००/-

दिनांक-

27 SEP 2022

मुद्रांक विक्री घेणाऱ्याची सही



15 SEP 2022

STAMP HEAD CLERK
TREASURY OFFICE
KOLHAPUR. (M.S.)

सौ. शारदा अशोक पोवार (स्टॅंप क्लर्क)
२२५१, ई, कासा बावडा, कोल्हापूर.
परवाना क्र. मु. वि. अ. / करवीर / ९४
दि. ७/७/१९९४
कोड नं. २६०१०४८

This Stamp Paper is Part & Parcel B6.

491101640000422

यूनिअन बँक ऑफ इंडिया
FOR UNION BANK OF INDIA

Taudale
PA27890

शाखा प्रबंधक/Branch Manager

कासा बावडा शाखा/Kasaba Bawada Br

Mr. A. B. Taudale

यूनिअन बँक ऑफ इंडिया
For UNION BANK OF INDIA

Piyush Raut

हस्ताक्षर/ACCOUNTANT

कासा बावडा शाखा/KASABA BAWADA BR.

Piyush Raut PF646358

P.B.G No. 47110IGL0000422

Date of Issue: 04.10.2022

Date of Validity: 03.10.2024

Amount of PBG: 500000.00

1. In consideration of the President of India (hereinafter called "The Government" having agreed to exempt Dr. D.Y Patil Medical College, Hospital & Research Institute, Kolhapur 416006. hereinafter called "The said Contractor(s)" from the demand, under the terms and conditions of an Agreement dated 05/09/2022 made between Chief Medical Superintendent, Central Railway Pune and Dr. D.Y Patil Medical College, Hospital & Research Institute, Kolhapur 416006 for Medical Services IPD and OPD hereinafter called the "The said Agreement" of security deposit for the due fulfillments by the said contractor(s) of the terms and conditions contained in the said Agreement, of production of a Bank Guarantee for Rs.5,00,000/- (Rupees Five Lakh Only). We Union Bank Of India, Kasaba Bavada Branch, Kolhapur -416006 hereinafter referred to as "The Bank" at the request of Dr. D.Y Patil Medical College, Hospital & Research Institute, Kolhapur 416006 do hereby undertake to pay to the Government an amount not exceeding Rs.5,00,000/- (Rupees Five Lakh Only). against any loss of damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by said contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We Union Bank Of India, Kasaba Bavada Branch, Kolhapur - 416006 do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms of conditions contained in the said Agreement of by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee, However our liability under this Guarantee shall be restricted to an amount not exceeding Rs.5,00,000 (Rupees Five Lakh Only)

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Suppliers(s) in any suit or proceeding pending before any court or Tribunal of relating thereto, our liability under this present being absolute and unequivocal.

यूनिऑन बँक ऑफ इंडिया
FOR UNION BANK OF INDIA

शाखा प्रबंधक/Branch Manager
कासाबा बावडा शाखा/Kasaba Bavada Br

Mr. A. B. Tandale

यूनिऑन बँक ऑफ इंडिया
For UNION BANK OF INDIA

लेखाकार/ACCOUNTANT
कासाबा बावडा शाखा/KASABA BAWADA BR.

Piyush Raut PF696358

P.B.G No.: 47110IGL0000422

Dale of Issue: 04.10.2022

Date of Validity: 03.10.2024

Amount of PBG: 500000.00

The payment so made by us under this bond shall be valid discharge of our liability for payment there under the Contractor(s) Supplier(s) shall have no claim against us for making such payment.

4. We Union Bank Of India, Kasaba Bavada Branch, Kolhapur - 416006 further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of Government under or by virtue of said Agreement have been fully paid and its claims satisfied or discharged or till Chief Medical Superintendent, Divisional Railway Hospital, Central Railway Pune 411001, Ministry of Railways certified that the terms and conditions of the said Agreement have been fully and properly carried out by the Contractor(s) and accordingly discharges the Guarantee. Unless the demand or a claim under this Guarantee is made on us in writing on or before 03/04/2025. We shall be discharged from all liability under this Guarantee thereafter.

5. We Union Bank Of India, Kasaba Bavada Branch, Kolhapur - 416006 further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of the performance by the said Contractor(s) from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Contractor(s) or for any forbearance, act or omission on the part of the Government or by any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractors, Suppliers.

7. We Union Bank Of India, Kasaba Bavada Branch, Kolhapur - 416006 under take not to revoke this guaranteeduring its currency except with the previous consent of the Government in writing.

कृष्ण यूनियन बैंक ऑफ इंडिया
FOR UNION BANK OF INDIA

शाखा प्रबंधक/Branch Manager
कासाबा बावडा शाखा/Kasaba Bavada Br

Mr. A. B. Tawale

कृष्ण यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

लेखापाल/ACCOUNTANT
कृष्ण यूनियन बैंक ऑफ इंडिया/KASABA BAWADA BR.

Prakash. Raut PF696358

P.B.G No.: 47110IGL0000422

Dale of Issue: 04.10.2022

Date of Validity: 03.10.2024

Amount of PBG: 500000.00

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any Invocation of guarantee can be made only by the beneficiary directly."

Notwithstanding anything contained herein above:

- 1) Our liability under this guarantee shall not exceed Rs.5,00,000/- Rs. Five Lakhsonly)
- 2) This guarantee shall be valid up to 03/10/2024 and
- 3) We are liable to pay the guaranteed amount or any part thereof under this Guarantee. Only and Only if you serve upon us written claim or demand on or before 03/04/2025

Date 04.10.2022

For Union Bank of ndia,
Kasaba Bavada Branch,
Kolhapur - 416006

हूँने युनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA

संयोजक/ACCOUNTANT
कासाबा बावडा शाखा/KASABA BAWADA BR.

Pravesh Raut PF696358

हूँने युनियन बैंक ऑफ इंडिया
FOR UNION BANK OF INDIA

शाखा प्रबंधक/Branch Manager
कासाबा बावडा शाखा/Kasaba Bawada Br.

Mr. A. B. Taudale



Union Bank of India, E ward main road Kasba Bawda, Kolhapur 416006.

ADC/LG/407/2022-23

Date: - 04.10.2022

To,
OFFICE OF CMS
DIVISIONAL RAILWAY HOSPITAL
CENTRAL RAILWAY
PUNE 411001

Dear Sir,

Sub:-Issuance of Bank Guarantee

We enclose herewith our Bank guarantee with under mentioned details.

Bank Guarantee Number	47110IGL0000422
Date of Issue	04.10.2022
Amount	Rs.500000.00
Beneficiary	The President of India Acting through Senior Divisional Finance Manager Central Railway Pune.
Applicant	D Y PATIL MEDICAL COLLEGE HOSPITAL AND RESEARCH INSTITUTE E WARD 507/1 KADAMWADI, KASBA BAWADA KOLHAPUR
Valid upto	03.10.2024
Claim period upto	03.04.2025

While entering any correspondence regarding the guarantee please quote the guarantee No. and our letter number

Thanking you

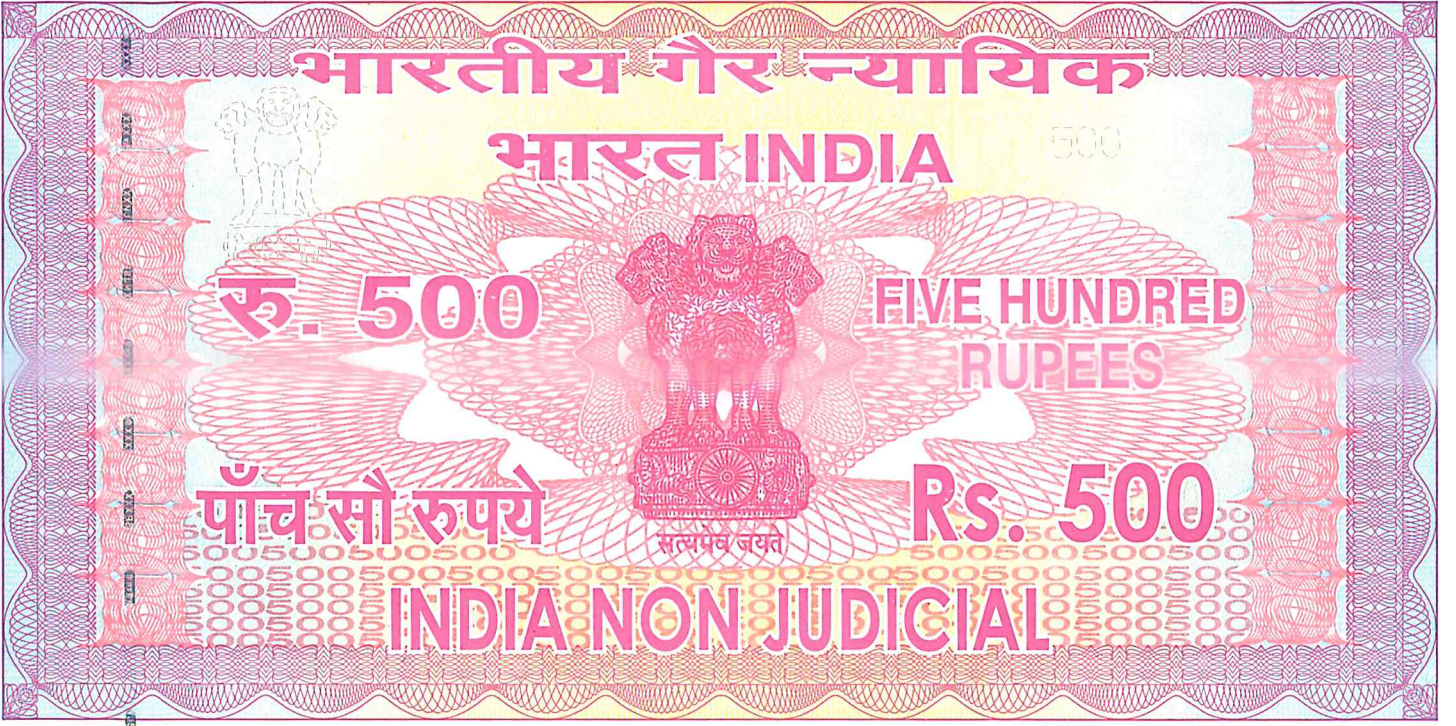
Yours faithfully

Branch Manager
Encl: As above



2410

2022



महाराष्ट्र MAHARASHTRA

2022

BR 614176

दस्तावेजा प्रकार/ अनुच्छेद क्र. M.O.U. दस्त नादणा करणार आहत को 1-द्वय/चाह

नादणी होणा असल्या द्यम निबंधक कार्यालयाचे नाव

वेळकनीचे मार्ग -

माबदला रक्कम रुपये D.Y. Patil Medical College Hospital
मुद्राक विकत होणाऱ्याचे नाव - Research Institute, Kadamwadi, Kolhapur

रुसऱ्या पक्षकऱ्याच नाव -

हस्त असल्यास त्याचे नाव व पत्ता - स. कर्णिकुमार पायरे

मुद्राक शुल्क रक्कम रुपये 500/-

मुद्राक विक्री बॅंद वही अनुक्रमांक 93269 दिनांक 11 NOV 2022

मुद्राक विकत होणाऱ्याचा सही



1-7 NOV 2022

STAMP HEAD CLERK,
TREASURY OFF
KOLHAPUR, (M.S.)

सुरेश वाडकर

मुद्रांक विक्रेता

पत्ता - का. बावडा, कोल्हापूर -

म.वि.अ. 9999-2000/88

फोड नं 2609020

INDEMNITY BOND

To,

Chief Medical Superintendent
Divisional Railway Hospital,
Central Railway, Pune.

Dr. D. Y. Patil Medical College Hospital and Research
Institute, Kadamwadi, Kolhapur, against shall at all times



Medical Superintendent
Dr. D. Y. PATIL MEDICAL COLLEGE
HOSPITAL & RESEARCH INSTITUTE
KADAMWADI, KOLHAPUR - 416 003

INDEMNITY 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 Dr. D. Y. Patil Medical College Hospital and Research Institute, Kadamwadi, Kolhapur. in execution of or in connection with the services under the agreement executed between parties 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), Dr. D. Y. Patil Medical College Hospital and Research Institute, Kadamwadi, Kolhapur. as party for anything done or purported to be done in the course of the execution of this agreement. The Health care organisation will at all times abide by the Job safety measures and others statutory requirements prevalent in India and will keep free and INDEMNITY the Railway from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct.

Dr. D. Y. Patil Medical College Hospital and Research Institute, Kadamwadi, Kolhapur, will pay all INDEMNITIES arising from such incidents without any extra cost to Railway and will not hold the Railway responsible or



Dr. D. Y. Patil
Medical Superintendent
Dr. D. Y. PATIL MEDICAL COLLEGE
HOSPITAL & RESEARCH INSTITUTE
KADAMWADI, KOLHAPUR - 416 003

obligated. Railway/ 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 entire or singly in case of the latter chooses not to defend the cases.



Vaishali V. Gaikwad



Dr. Vaishali V. Gaikwad
Medical Superintendent,

Dr. D. Y. Patil Medical College Hospital
and Research Institute,
Kadamwadi, Kolhapur.

Medical Superintendent

Dr. D. Y. PATIL MEDICAL COLLEGE
HOSPITAL & RESEARCH INSTITUTE
KADAMWADI, KOLHAPUR - 416 003

In the Presence of Witnesses

1. Name :- Mr Sanjay Pandurang Jadhav

Address :- Kasaba Bawada, Kolhapur.

Signature :-

Sanjay Jadhav

2. Name :- Mr. Ajit Balasaheb Patil

Address :- Ramanmala, Kolhapur.

Signature :-

Ajit Patil

NOTARY REGI. SR. No. 2410
2022



BEFORE ME

Rehana M. Shaikh

Adv. 12/11/2022

Adv. Rehana M. Shaikh

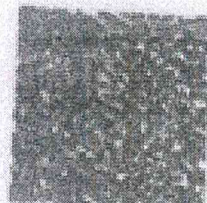
NOTARY GOVT. OF INDIA

1171, 'C' Ward, Bhol Galli, Raviwar Peth,
KOLHAPUR. Dist. Kolhapur (M.S.)

 भारत सरकार
GOVERNMENT OF INDIA



वैशाली विनायक गायकवाड
Vaishali Vinayak Gaikwad
जन्म वर्ष YoB: 1971
महिला Female



7106 7061 5644

आधार - सामान्य माणसाचा अधिकार



Valuwa



 भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:
फ्लॅट नं. 501, वसंत वैभव
अपार्टमेंट, ताराबाई पार्क,
फाल्के आई हॉस्पिटल मागे
कोल्हापूर, कोल्हापूर,
कोल्हापूर
महाराष्ट्र, 416003

Address:
Flat No. 501, Vasant Vaibhav
Apartment, Tarabai Park,
Behind Falake Eye Hospital
Kolhapur, Kolhapur, Kolhapur
Maharashtra, 416003

Aadhaar - Aam Aadmi ka Adhikar

INSTRUCTIONS

1. MoU to be executed on Rs. 500/- Denomination Non judicial stamp paper which is to be Notarized with remarks as Noted and registered at **Sr. No . 2268/2022**
2. Each page of MoU is to be signed by the authorized person/Signatory. And on the last page of MoU.
3. Two witnesses signature to be taken on the last page of MoU.
4. Indemnity Bond to be executed on Rs.500/- non judicial stamp paper which is to be notarized with remarks as Noted and Registered at **Sr. No. 2410/2022**
5. PBG to be executed on Rs. 1000/- Non Judicial stamp paper for single specialty Hospital whose PBG amount is Rs. 500000/- (Five Lakhs) (for eye Hospital, Dental Hospital, Diagnostic Centre) i.e 0.50% of the total PBG Amount. PBG No **PBG No 4711OIGL0000422 Dated 04-10-2022** is an integral part of MoU.
6. For Rs.10,00,000/- (Ten Lakhs) PBG Rs. 5000/- stamp paper required.(On Stamp paper the remark should be written as **PBG No 4711OIGL0000422 Dated 04-10-2022** an integral part of MoU)
7. For Rs 5,00,000/- (Five Lakhs) PBG Rs. 2500/- stamp paper required.(for Hospitals which are run by trustee's and having registered at charity commissioner. PBG No **PBG No 4711OIGL0000422 Dated 04-10-2022** is an integral part of MoU.
8. Instead of Rs.5000/-,2500/-,1000/-stamp paper franking can also be done.
9. Validity of PBG should be atleast 30 months i.e 6 months grace period above the MoU period or 3 years validity of PBG is also permissible
10. Confirmation letter from the PBG issuing Bank should also be submitted.
11. The words highlighted on the left side of each page need not be typed on the fair copy of PBG since it is meant only for information and guidelines purpose only.
12. The designation stamp of the Bank signing officials should be affixed under their signature. On each page.
13. MoU, Indemnity Bond and PBG may be prepared as per the format only as enclosed and rough draft to be sent to this office for checking before finalization.
14. Legal vetting charges Rs.600 (Rs.200 each for MoU, Indemnity & PBG) to be deposited at Chief Booking Supervisor Counter at Pune Railway Station, after a letter has been given from this office.



Medical Superintendent
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