



भा.वि.प्रा/जल/मा.स./हॉस्पिटल/2021/ 639.

दिनांक:-06.05.2021

सेवा में,  
मुख्य प्रशासकीय अधिकारी,  
डॉ.उल्हास पाटिल मेडिकल कॉलेज & हॉस्पिटल,  
भुसावल रोड, जळगांव-425003

विषय:- भा.वि.प्रा कर्मि एवं आश्रित सदस्य के चिकित्सा उपचार हेतु एम्पनेल अस्पताल अनुमति संबंध में।

महोदय,

इस कार्यालय के पत्र संख्या AAI/JAL/H.R./Medical/2020/121 दिनांक:- 10/09/2020 के अनुसार आपके अस्पताल द्वारा दिनांक 28/04/2021 एम्पनेल हेतु दिया गया अस्पताल दर या सीजीएचएस दर (जो भी काम हो) का प्रस्ताव हेतु दिनांक 06/05/2021 से 05/05/2026 तक या अगले आदेश तक अनुमोदन किया गया है।

आपको यह भी सूचित किया जाता है की यदि भा.वि.प्रा के कोई भी कर्मि या उनके आश्रित सदस्य आपके अस्पताल में इनडोर चिकित्सा करना चाहते हैं तो उसकी अनुमानित खर्च का विवरण पत्र भरकर इसे आगे की कार्यवाही हेतु इस कार्यालय को प्रेषित कीजिये एवं इसकी जानकारी ईमेल- 1)apdjalgaon@aai.aero, 2) hr\_vajl@aai.aero, ) पर तत्काल प्रभाव से प्रेषित कीजिये ताकि चिकित्सा उपचार हेतु सुविधा होगी।

आपकी जानकारी हेतु इमरजेंसी एवं छुट्टी के दिन यदि कोई कर्मचारी या आश्रित सदस्य आपके अस्पताल में चिकित्सा उपचार हेतु आते हैं तो इस कार्यालय द्वारा जारी किया गया मेडिकल पहचान पत्र के आधार पर चिकित्सा सुविधा दी जाए। इसके पश्चात कार्यालय कामकाज के दिन प्राधिकार पत्र जारी किया जाएगा।

MOU की हस्ताक्षरित प्रति एवं सभी संबंधित कागजात आपकी जानकारी एवं उचित कार्रवाई हेतु प्रेषित हैं।

भवदीय

*M. N. M. N.*  
6.5.2021  
(सुनील मग्गीरवार)

विमानपत्तन निदेशक, जळगांव

संलग्न:- यथोपरी

आंतरिक वितरण:

1. सभी अनुभाग प्रमुख-सभी अधिकारी एवं कर्मियों को अवगत कीजिये।
2. नोटिस बोर्ड।
3. वरिष्ठ प्रबंधक (वित्त) एवं प्रबंधक (मा.सं) औरंगाबाद

प्रतिलिपि:

1. महाप्रबंधक (मा.सं), क्षेत्रीय मुख्यालय, भा.वि.प्रा, प.क्षे. मुंबई.
2. नोडल अधिकारी श्रीमती सोनाली बारापात्रे, प्रबंधक (मा.सं) प.क्षे. मुंबई.

विमानपत्तन निदेशक  
Airport Director  
भारतीय विमानपत्तन प्राधिकरण  
Airports Authority of India  
जळगांव हवाईअड्डा, जळगांव - 425003  
Jalgaon Airport, Jalgaon - 425003

विमानतळ संचालक यांचे कार्यालय- जळगांव विमानतळ जळगांव, 425003 ☎- 0257-2274114

विमानपत्तन निदेशक का कार्यालय- विमानपत्तन जळगांव, जळगांव, 425003 ☎- 0257-2274114

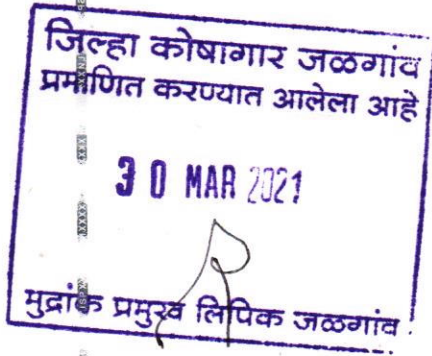
0/0 The Airport Director, Jalgaon Airport, Jalgaon - 425003 E-Mail apdjalgaon@aai.aero



महाराष्ट्र MAHARASHTRA

2020

XM 037790



AGREEMENT FOR EMPANELMENT OF HOSPITAL BETWEEN

AAI

AND

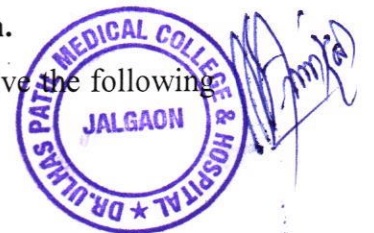
DR. ULHAS PATIL MEDICAL COLLEGE AND HOSPITAL, JALGAON KH.

This Agreement is made on the 06<sup>th</sup> day of May, 2021 between the Airports Authority of India having its office at Jalgaon [Maharashtra] (hereinafter called AAI, 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. Ulhas Patil Medical College And Hospital, Jalgaon Kh.

WHEREAS, Dr. Ulhas Patil Medical College And Hospital, Jalgaon Kh. give the following treatment/ diagnostic facilities to the AAI Beneficiaries in the Hospital.



विमानपत्तन निदेशक  
Airport Director

भारतीय विमानपत्तन प्राधिकरण  
Airports Authority of India

जळगांव हवाईअड्डा, जळगांव - 425003  
Jalgaon Airport, Jalgaon - 425003



## 1. DEFINATION & INTERPRETATIONS

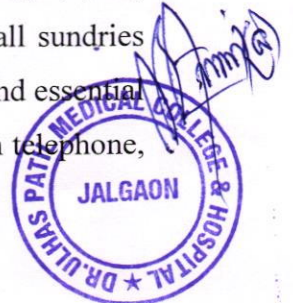
1.1 The following terms and expressions shall have the following meaning for purpose of this Agreement:

- 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 Holder/Dependant Member**" shall mean a person having a AAI Medical Card.
- 1.1.4 "**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.
- 1.1.5 "**Empanelment**" shall mean the Hospital empanelled by the AAI for a particular period for providing indoor treatment facilities and procedures etc. to the AAI beneficiaries at the rates agreed by the AAI.
- 1.1.6 "**Hospital**" shall mean the **Dr. Ulhas Patil Medical College & Hospital, Jalgaon Kh.** While performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.
- 1.1.7 "**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 AAI beneficiaries after following certain procedure of inquiry.

1.2 "**Package Rate**" shall mean and include lump sum cost of inpatient treatment / day care / diagnostic procedure for which a AAI beneficiaries 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, (xi) Anesthesia charges, (xii) Operation theater charges, (xiii) Procedural charges/surgeon's fee, (xiv) Cost of Surgical disposables and all sundries used during hospitalization, (xv) Cost of medicines, (xvi) Related routine and essential investigations, (xvii) Physiotherapy charges etc. and excluding expenses on telephone, tonics, cosmetics etc., (xviii) Nursing care and charges for its services.

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Airport Director

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Airports Authority of India  
जलगांव हवाई अड्डा, जलगांव - 425003  
Jalgaon Airport, Jalgaon



1.3 The Hospital shall charge from the AAI beneficiary as per the rates for a particular procedure / package deal as agreed by the AAI and attached as Annexure (rate list of the Hospital), which shall be an integral part of this Agreement.

#### 1.4 DURATION

The Agreement shall remain in force for a period of 05 years or till it is modified or revoked, whichever is earlier. The Agreement may be extended for subsequent period as required by AAI, subject to fulfillment of all the terms and condition of this Agreement and with mutual consent.

#### 1.5 MEDICAL AUDIT OF BILLS

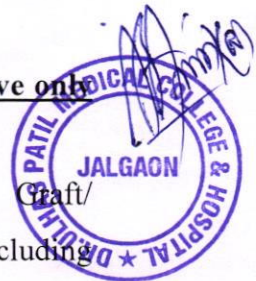
- 1.5.1 The medical bills of the hospital will be audited by the AAI or any authority designated by AAI for that purpose. The Hospital shall submit the claim within 30 days of discharge of the AAI beneficiaries from Hospital.
- 1.5.2 While submitting the bills, all the details/ break-up charges shall be furnished e.g. charges for room rent, charges for investigations, medicines, consumables, charges for Doctor's visit, surgical / non surgical procedures etc. etc.
- 1.5.3 All medical bills shall be duly signed with date & stamped by the attending consultant incharge & Medical Superintendent (or any other designated administrative authority) before submission to AAI.

#### 1.6 TREATMENT IN EMERGENCY

- 1.6.1 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 serving employee or a retired employee availing AAI medical facilities, on production of a valid AAI medical Card . The Hospital will intimate to designated officer of AAI about such patient admitted in emergency by the next working day with the details of the disease, duration of stay, proposed treatment & approximate expenditure involved on treatment duly certified by the Medical Superintendent on the basis of the same the AAI will issue the authorization letter.

1.6.2 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 Syndromes (Coronary Artery Bye-pass Graft/ Percutaneous, Transluminal, Coronary Angioplasty) including



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विमानपत्तन निदेशक  
Airport Director  
भारतीय विमानपत्तन प्राधिकरण  
Airports Authority of India  
जळगाव हवाईअड्डा, जळगाव - 425003  
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- 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-Stroke, Sudden unconsciousness, Head injury, Respiratory failure, decompensated lung disease, Cerebro – Meningeal Infections, Convulsions, 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.
  - x. Electric shocks.
  - xi. Any other life threatening condition.

## 2. GENERAL CONDITIONS

2.1 The treatment to be provided by the hospital as per terms of the Authorization Letter, which is issued for the treatment of specific ailment as intimated at the time of seeking the Authorization Letter. If there are any additional complications / development with respect to the condition of the patient, the concerned officials of the AAI ( Medical /Administration Division) is to be intimated immediately.

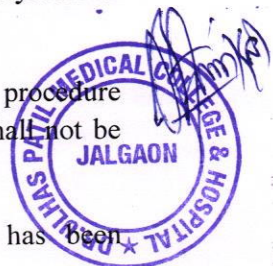
2.2 on production of a valid permission by the AAI beneficiary, the hospital shall provide credit facilities to the beneficiary or his family members included in the AAI medical card after verifying the photo in the AAI medical card. The AAI is not liable to pay in case of impersonation or treatment of ineligible persons.

The hospital will not supply inadmissible items such as toiletries, sanitary, cosmetics, telephone bill etc to the patient or their attendants. In case the concerned employee or their attendants insist for such supplies, the corresponding charges are to be settled directly with the employee concerned. AAI will not be responsible for the payment of such items to the hospital.

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

2.5 The empanelled Hospital shall provide services only for which it has been empanelled by AAI.

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 Airport Director  
 भारतीय विमानपत्तन प्राधिकरण  
 Airports Authority of India  
 जलगांव हवाई अड्डा, जलगांव - 425003  
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- 2.6 The Hospital shall provide reports on monthly basis by the 10<sup>th</sup> day of the succeeding calendar month in the prescribed format to the Medical unit of AAI in respect of the beneficiaries treated/ investigated.
- 2.7 In case, the Medical Bill Auditing Authority of AAI feels to have details of the indoor case file of the patient then the Hospital shall supply all the photo copies of the records from the same within 15 days of the demand.
- 2.8 The Hospital agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital who shall done be responsible for the defect and /or deficiencies in rendering such services.
- 2.9 The Hospital agrees that during the In-Patient treatment of the AAI 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 / Agreed rates fixed by the AAI. In case there is a situation that the hospital is not able to arrange a particular medicine, which the patient was required to by directly, then the hospital should issue a certificate to this effect.
- 2.10 The Hospital shall appoint a Nodal Officer to interact with AAI Officer for the causes arising out of a admission & treatment provided to our beneficiaries.
- 2.11 In case of any natural disaster /epidemic, the hospital shall fully cooperate with the AAI and will convey /reveal all the required information regarding the AAI beneficiary.
- 2.12 The Hospital will not make any commercial publicity projecting the name of AAI. However, the fact of empanelment under AAI shall be displayed at appropriate place with important information for the AAI beneficiaries.
- 2.13 The hospital will investigate /treat the AAI beneficiary patient only for the condition for which they are referred with permission.
- 2.14 The hospital will not refer the patient to other hospital without prior permission of Nodal Officer of AAI authorities. Prior intimation shall be given to AAI whenever patient needs further referral.

#### 3. DUTIES AND RESPONSIBILITIES OF HOSPITALS

It shall be the duty and responsibility of the 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 of the land.

#### 4. TERMINATION FOR DEFAULT

- 4.1 The AAI 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.
- a. If the Hospital fails to provide any or all of the services for which it has been recognized within the period (s) specified in the Agreement, or within any extension thereof if granted by the AAI pursuant to Condition of Agreement or
- b. If the Hospital fails to perform any other obligations(s) under the Agreement.



महोदय  
विमानपत्तन निदेशक  
Airport Director  
भारतीय विमानपत्तन प्राधिकरण  
Airports Authority of India  
जळगाँव हवाईअड्डा, जळगाँव - ४२५००६  
Jalgaon Airport, Jalgaon - 425006

- c. If the Hospital in the judgment of the AAI has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- 4.2 If the Hospital found to be involved in or associated with any unethical, illegal or unlawful activities, the Agreement will be summarily suspended by AAI without any notice and considering its reply if any, received within 10 days of the receipt of show cause notice.
- 4.3 In case of any violation of the provisions of the Agreement by the Hospital such as (but not limited to), refusal of Service , refusal of credit facilities to eligible beneficiaries, undertaking unnecessary procedures, prescribing unnecessary drugs /tests, deficient or defective service, over billing and negligence in treatment, the AAI shall have the right to de-recognize the Hospital as the case may be.
- 4.4 Should be hospital get wound up, partnership is dissolved or taken up by some other hospital /authority, the AAI 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.

## 5. PROCESS

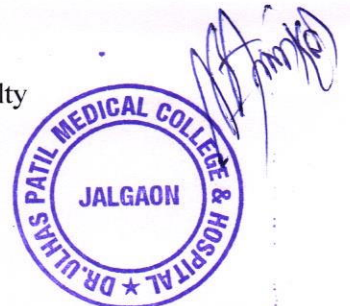
- 5.1 The AAI Employees /Retired employees and their dependents will be admitted in your hospital on the basis of Authorization Letter (format enclosed) issued by our office in each case.
- 5.2 Normally, the Authorization letter is issued within 24 hours against receipt of Admission Letter. The Admission letter shall contain the required details such as patient's detail, name of disease (s), proposal treatment, duration of stay, estimated cost of treatment, cost of the proposed implants & processes etc. duly certified by Consultant Incharge before same is forwarded to Department of Administration.
- 5.3 However, in case of emergency the patient may take treatment directly in your hospital on the basis of the Medical Card issued by AAI and the office is to be informed accordingly within next working day so that the required " Authorization Letter " could be issued.

## 6. CONTENTS OF DISCHARGE SUMMARY FORMAT

While submitting the indoor claims to AAI, the discharge summary must contain the following :

- 6.1 Patient's Name  
6.2 Telephone No. / Mobile No.  
6.3 IPD No.  
6.4 Admission No.  
6.5 Treating Consultant/s Name, contact number & Department/Specialty  
6.6 Date of Admission with Time  
6.7 Date of Discharge with Time  
6.8 MLC No. / FIR No. (wherever applicable)  
6.9 Provisional Diagnosis at the time of Admission  
6.10 Final Diagnosis at the time of Discharge  
6.11 ICD-10 code(s) for Final diagnosis (wherever applicable)  
6.12 Presenting Complaints with Duration and Reason for Admission  
6.13 Summary of Presenting Illness  
6.14 Key findings, on physical examination at the time of admission  
6.15 History of alcoholism, tobacco or substance abuse, if any  
6.16 Significant Past Medical and Surgical History, if any

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Airport Director  
भारतीय विमानपत्तन प्राधिकरण  
Airports Authority of India  
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- 6.17 Family History if significant/relevant to diagnosis or treatment  
6.18 Summary of key investigation during Hospitalization (refer Clause 7.4)  
6.19 Discussion on clinical course of the patient during the Hospital stay (refer Clause 7.5)  
6.20 Advice on Discharge (refer Clause 7.6)  
6.21 Name & Signature of treating Consultant/Authorized Team Doctor  
6.22 Name & Signature of Patient/Attendant

## 7. KEY FEATURES IN DISCHARGE SUMMARY

- 7.1 The patient's should be the official name as appearing in the Authorization Letter / Medical Card and the attendants should be made aware that it cannot be changed subsequently, because in some cases the attendants give that nick names which are different from documented names. As a matter of abundant precaution, all personal information should be shown to the patient/ attendant and validated with their signature.
- 7.2 Where applicable, copy of MLC/FIR needs to be attached.
- 7.3 Significant past medical and surgical history should be relevant to present ailment and should provide the summary of treatment previously taken, reports of relevant tests conducted during that period. If case history is not given by patient, it should be specified as to who provided the same.
- 7.4 Summary of key investigation should appear chronologically, consolidated for each type of investigation. If an investigation does not seem to be a logical requirement for the main disease / line of treatment the admitting consultant should justify the reason for carrying out such test / investigation.
- 7.5 The course in the hospital should specify the line of treatment, medications administered operative procedure carried out and if any complications arise during course in the hospital the same should be specified. If opinion from another doctor is obtained, reason for same should be mentioned and also who decided to take opinion i.e. whether the admitting and treating consultant wanted the opinion as additional expertise or the patient relatives wanted the opinion for their reassurance.
- 7.6 Discharge medication, precautions, diet regime, follow up consultation etc. should be specified. If patient suffers from any allergy, the same should be mentioned.
- 7.7 The signatures / Thumb impression in the Discharge Summary should be that of the patient because generally the patient is discharged after having improved.

## 8 PAYMENT

- 8.1 The payment will be made to the Hospital within a period of 45 days from the date of submission of the bill subject to the fulfillment of all above conditions.

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विमानपत्तन निदेशक  
**Airport Director**  
भारतीय विमानपत्तन प्राधिकरण  
**Airports Authority of India**  
जळगाव हवाईअड्डा, जळगाव - 425003  
Jalgaon Airport, Jalgaon - 425003



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MEMORANDUM OF UNDERSTANDING  
NO. BSL.Med.UPMCH.Recogn.3<sup>rd</sup> Extn.24-26.

BETWEEN

DIVISIONAL RAILWAY MANAGER,  
CENTRAL RAILWAY, BHUSAWAL.  
(CHIEF MEDICAL SUPERINTENDENT, BHUSAWAL)

AND

DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL,  
KHEDI KD, NH-6, JALGAON  
MAHARASHTRA STATE, PINCODE-425001

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Valid from: 16/02/2024

Valid upto: 15/02/2026



महाराष्ट्र MAHARASHTRA

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अ.न.-3408...दिनांक:-22/06/2024

नाम:- डॉ. उल्हास  
हस्ते:- निमिष...  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DIVISIONAL RAILWAY MANAGER,  
CENTRAL RAILWAY, BHUAWAL.  
(CHIEF MEDICAL SUPERINTENDENT, BHUSAWAL)

श्री. प्रभात सुरेश नेमाडे  
मुद्रांक विक्रेता भुसावळ  
ला. नं. ३८/९९

AND

DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD,  
JALGAON, MAHARASHTRA STATE,  
PINCODE-425001

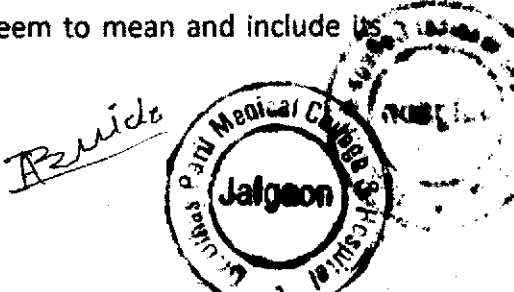
CONTRACT AGREEMENT NO. BSL.Med.UPMCH.Recogn.3<sup>rd</sup> Extn.24-26.dt. / /2024.

This memorandum of understanding made on this <sup>th</sup> day of 2024 between DIVISIONAL RAILWAY MANAGER, CENTRAL RAILWAY, BHUSAWAL (CHIEF MEDICAL SUPERINTENDENT, BHUSAWAL) herein after referred as RAILWAYS represented by the Chief Medical Superintendent/Medical Superintendent or his representative which expression shall unless it be repugnant to context of meaning thereof shall deem to mean and include its successors and assigns of the ONE PART.

AND

DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD, Jalgaon which expression shall unless it be repugnant to context of meaning thereof shall deem to mean and include its successors and assigns of the OTHER PART.

मुख्य चिकित्सा अधिकारी  
मध्य रेल, भुसावळ  
Chief Medical Superintendent  
Central Railway, Bhusawal



Railway administration, BSL (CHIEF MEDICAL SUPERINTENDENT, BSL) hereby state that DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD, Jalgaon has been empanelled for the period of two year from 16<sup>th</sup> day of February 2024 to 15<sup>th</sup> day of February 2026 for emergency treatment of Railway beneficiaries residing in nearby areas for victims of accident, untoward incidents due to railway services and the railway employees taken ill or injured on duty in emergency and non-emergency cardiac cases on bill system of payment as per rates and terms mentioned below-

- i) Rates will be charges as per CGHS rates of Nagpur for non NABH hospitals.
- ii) Rates not included in CGHS rate list will be charges as per AIIMS Delhi.
- iii) Rates not included in CGHS as well as in AIIMS rate list will be charges as per hospital rates with 10% discount.
- iv) 10% discount on MRP of medicines.
- v) Free to & fro ambulance from DRH/BSL to UPMCH.
- vi) Coronary Angiography: 50 % discount on CGHS rates
- vii) All cardiac surgeries: 5 % discount on CGHS rates
- viii) Haemodialysis : 10% discount on CGHS rates
- ix) Bed charges: 10 % discount on CGHS rates/hospital rates whichever is lower.

1. If the patient requires any other investigations during stay in the hospital those investigations which are not included in the package rates will be charged extra over and above said package rates as per CGHS rate list.
2. Only one opinion of Super specialty doctor will be provided (free of charges) other than treating one. But if in case treatment is required it will be charged extra over and above said package rates.
3. Any implant or high value consumables which are not included in CGHS rates list will be charged on as per hospital's rate list.
4. The drugs and consumables which are used in wards will be provided by the DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD, Jalgaon.
5. If the patient require staying beyond the stipulated package days will be charged as per extra over and above the package with proper justification for extra stay.
6. Ambulance/Cardiac ambulance will be provided (free of cost) to the needy patients subject to the availability for to & fro journey as per requirement.
7. All payments in respect of the final bills shall be made by railway administration directly to DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD on receipt of the final bill.

*Aside*  
Chairman & Managing Director  
DR. ULHAS PATIL MEDICAL  
COLLAGE & HOSPITAL, KHEDI KD Jalgaon

*A*  
Chief Medical Superintendent  
Divisional Railway Hospital  
मुख्य चिकित्सा अधिकक  
मध्य रेल, भुसावल  
Chief Medical Superintendent  
Central Railway Bhusawal



AGREEMENT  
BETWEEN  
CMS/ DIVISIONAL RAILWAY HOSPITAL  
AND  
DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD, JALGAON

This Agreement is made on the     <sup>th</sup> day of      2024 between the President of India acting through CMS/ Divisional Railway Hospital, Bhusawal of Government of India having its office at Central Railway, Divisional Railway Hospital, Bhusawal (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. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD, Jalgaon of the Second Part.

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

AND WHEREAS, IRHS process to provide treatment facilities and diagnostic facilities to the Railway Medical Beneficiaries in the Private empanelled Hospitals, in the Bhusawal division

**AND WHEREAS, DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD, JALGAON** has agreed to give the treatment / diagnostic facilities to the Railway Beneficiaries in the Health Care Organization at the rates offered by prevailing CGHS for Non-NABH, Nagpur rates with the terms and conditions for a period of two years from 16<sup>th</sup> day of Feb 2024 to 15<sup>th</sup> day of Feb 2026.

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

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मध्य रेल, भुसावले  
Chief Medical Superintendent  
Central Railway, Bhusawal



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department, bearing the name of the Railway Employee or ex- Railway Employee and their family members/dependents.

- 1.1.4 "Card Holder" shall mean any person having the (UMID/ RAILWAY etc.) Card (a specimen of which has been shown to the hospital and a prototype has also been provided).
- 1.1.5 Railway Beneficiary shall mean a person who is eligible to comprehensive medical care by IRHS and has been issued, or 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 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. ULHAS PATIL MEDICAL COLLEGE & HOSPITAL, KHEDI KD, Jalgaon 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 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 postoperative 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 give his consent in writing, the difference in cost over and above the ceiling rate may be charged from

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मध्य रेल, भुसावल  
Chief Medical Superintendent  
Central Railway (Bhusawal)



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the beneficiary, which is non-reimbursable / not payable by Railway. This component will be shown distinctly in the bill for sake of transparency.

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

- Toiletries
- Sanitary napkins
- Talcum powder
- Mouth fresheners
- Diet charges for patient attendants
- Telephone bills
- 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
- 1day for day care / Minor (OPD) surgeries.

However, if the beneficiary has to stay in the hospital for his / her recovery for a period more than the period covered in package rate. The additional bill amount may be allowed to the hospital, which shall be limited to accommodation charges as per entitlement investigation's 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/BPA will be final in this regard.

1.1.19 The empanelled health Care Organization 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

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Chief Medical Superintendent  
Central Railway Bhusanai



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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. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD, Jalgaon for Railway beneficiary for all the specialties for which it has been granted recognition by CGHS. It may also refer any of its beneficiaries for a treatment/ procedure which is not available in-house at the local health institution of railway.

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

1.1.22 the applicable city specific CGHS rates are as the notification by the CGHS for that city or nearest city. The rates will be as per applicable rates – 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 hospital.
- II. No nutritional supplements, tonic, cough syrup, vitamins: injections will be issued by hospital. These are not allowed.
- III. No drug items/equipment/appliances will be issued.
- IV. Total cost of such medicines issued by the hospital must not exceed Rs. 2000/- in any case.

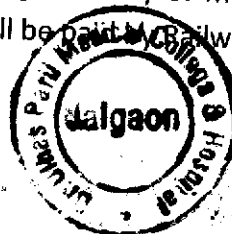
## 2. DURATION OF AGREEMENT

The Agreement shall remain in force for a period of 2 years or till it is modified or revoked, whichever is earlier. The Agreement may be extended for another year 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

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मध्य रेल, भुसावळ  
Chief Medical Superintendent  
Central Railway Bhusawar



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## 3. CONDITIONS FOR PROVIDING TREATMENT/SERVICES

## A. GENERAL CONDITIONS

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 emergency treatment of the RAILWAY beneficiaries. For any material / additional procedure / investigation other than the emergency conditions 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 of the infrastructure/Shifting of premises of the hospital. The empanelment will temporarily, withheld in case of shifting of the hospital facility to any other location without 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 patient 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.

मुख्य चिकित्सा अधिकारी,  
मध्य रेल, भुसावळ  
Chief Medical Superintendent  
Central Railway, Bhusawal



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## I. MEETINGS

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

## J. INSPECTIONS

During the visit by Railway officials, the empanelled healthcare organization 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.

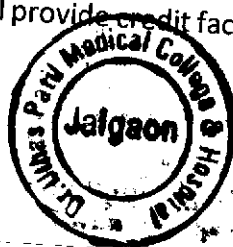
## 4. TREATMENT IN EMERGENCY

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

- Coronary Syndromes (Coronary Artery Bypass Acute Graft / Percutaneous, Transluminal Coronary Angioplasty) including Myocardia infraction, Unstable Angina, Ventricular Antlythmias, 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, Ischemia, Rupture of Aneurysm, Medical and Surgical shock and limb peripheral circulatory failure.
- vascular attack strokes Sudden unconsciousness. Head injury, cerebro Respiratory failure. decompensated lung disease, Cerebro-Meningeal Infections ,Convulsions, Acute Paralysis, Acute Visual loss.
- Acute Abdomen pain.
- Road Traffic Accidents/within juries 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 and advance payment from the beneficiary or his family member and will provide credit facilities to the patient

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whether the patient is a serving employee of Railway or a pensioner availing RAILWAY 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 & Railway will revert within 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 cases 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 patients cost thereafter.

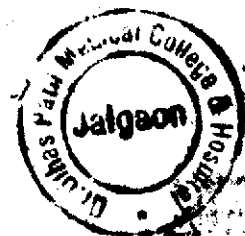
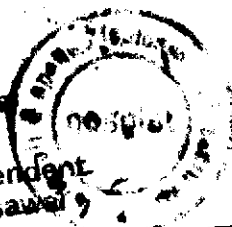
#### 5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

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 latest order in this regard needs to be followed the entitlement at present is as follows:•

Sr. No.	Corresponding Basic pay drawn by the officer in 7th CPC per month	Ward Entitlement
1	Upto Rs. 47,600/-	General Ward
2	Rs. 47,601 to 63100/-	Semi Private Ward
3	Upto 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 should be endorsed on the referral letter itself.
- Private ward is defined as a hospital room where single patient is accommodated and which has an attached toilet (lavatory and bath). The room should have furnishing like wardrobe, dressing table, bed-side table, sofa set, carpet, etc as well a bed for attendant. The room has to be air-conditioned.
  - 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.
  - General ward is defined as a hall that accommodates four to ten patients.

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Chief Medical Superintendent  
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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 health care organization shall charge from the Railway 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/cgshsnew/index.asp>.
- 6.2 The package rate will be calculated as specified in the tender document. No additional charge on account of extended period of stay shall be allowed if, that extension is due to infection as a consequence of surgical procedure or due to any improper procedure and is not justified. The decision of Railway will be final in this regard.
- 6.3 The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for Railway beneficiary under this agreement shall be as per the latest CGHS Nagpur Non-NABH rates during the validity period of this Agreement. The empanelled health care organization agrees that during the inpatient 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 rate, fixed by the CGHS which includes the cost of all the items.

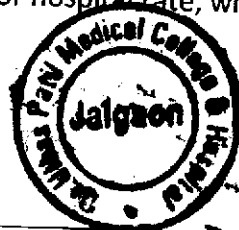
Appropriate action: including removal from RAILWAY empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by Railway teams / appointed BPA. The hospital shall agree to charge CGHS rates to Railway Employees / Pensioners on production of valid I-Card / Documentary proof, even though treatment is not sought as Railway beneficiary.

## 7.0 MODE OF PAYMENT FOR TREATMENT OF BENEFICIARIES:

There shall be three classes of patients

- I. Railway Beneficiaries referred by Railway Hospitals to the empanelled hospital.
- II. Railway Beneficiaries reporting to Hospital directly in emergency.
- III. Railway Beneficiaries 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.

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Chief Medical Superintendent  
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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

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 shall submit the physical bill to the concerned CMS/BSL office for processing of bills. No claims of empanelled hospitals after a period of six months from

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मुख्य रेफरल अधिकारी  
Chief Medical Officer  
Central Referral Officer

अधीक्षक  
मुख्य रेफरल अधिकारी  
Intendant  
Central Referral Officer



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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, on the website. If the hospital has anything to state on the scrutinized statement then it will do so within 2 days, otherwise it will be presumed that hospital agrees with the scrutinized statement.

After approval CMS/BSL 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 has empanelled the hospital, without making any reference of debit etc. to Railway unit to which beneficiary 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:

- Appropriateness of treatment including screening of patients records to identify unnecessary admissions and unwarranted treatments.
- Whether the planned treatment is shown as emergency treatment
- Whether the diagnostic, medical or surgical, procedures that were not required were conducted by hospital including unnecessary investigations.
- Whether the treatment procedures have been provided as per the approved rates and the packages.
- Whether procedures performed were only those for which permission had been granted or the patient was referred.
- 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

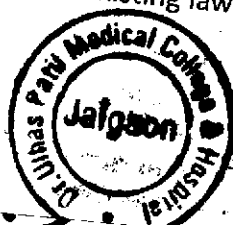
There shall be a continuous Medical Audit of the services provided by the empanelled Private Hospital by railway or its nominated agency.

### 13. DUTIES AND RESPONSIBILITIES OF EMPANELLED 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".

मुख्य चिकित्सा अधिकक  
मध्य रेल, भुसावल

Chief Medical Superintendent  
Central Railway, Bhusawal



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**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 INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD**

The empanelled hospital is responsible for any 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 negligence, misconduct or deficiency in services, if any.

**16. PERFORMANCE BANK GUARANTEE (PBG)**

DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD that are recommended for empanelment after the initial assessment shall also have to furnish a performance Bank Guarantee worth Rs 10 Lakh 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 charitable Organizations would be 50% of above amount). In case of single specialty hospitals it PBG shall be worth Rs. 2 lakhs 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 particular railway then it is deemed empanelled by other railway to and other railway can simply sign the MoU with them in same term & conditions for beneficiaries from their railways.

M/s DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD, Jalgaon (regd. as charitable Organizations) has submitted extension to bank guarantee no. AVNIPBG 221460001 dated 22.05.2022 for amount of Rs. 5,00,000/- (Five Lacks) only valid up to 14.02.2026 & issued AU small Finance Bank, Nashik in response to this office contact agreement no BSL.Med.UPMCH recogn.3<sup>rd</sup> extension.24-26 dt.19.03.2024.

**17 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 DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD empaneled under Railway such as:

1. Refusal of service,
2. Undertaking unnecessary procedures,

मुख्य चिकित्सा अधिकारी  
मध्य रेल, भुसावळ  
Chief Medical Superintendent  
Central Railway, Bhusawal.



B. S. W. D. T.

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/NABUQCI at any stage
9. Discrimination against Railway beneficiaries vis-a-vis general patients
10. De-empanelment by CGHS/ECHS/ESI.

The amount of Performance Bank Guarantee will be forfeited and the Railway shall have the right to de-recognize the 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 Railway teams at random. The decision of the Railway will be final.

#### 18. LIQUIDATED DAMAGES

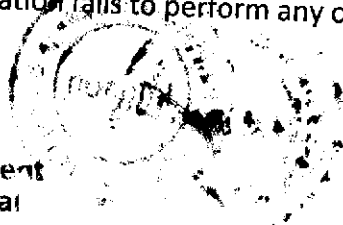
- The hospital shall provide the services as per the requirements specified by the Railway in terms of the provisions of this Agreement In case of initial violation of the provisions of the Agreement by the Hospital such as refusal of service or direct charging from the Railway Beneficiaries (and referred 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 Health Care Organization 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 I future bills of the 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 De-recognition from Railway.

#### 19. TERMINATION FOR DEFAULT

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

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

मुख्य चिकित्सा अधिकारी  
मध्य रेल अस्पताल  
Chief Medical Superintendent  
Central Railway, Jabalpur



*Borinda*

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

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

## 20. INDEMNITY

The empanelled Hospital shall at all times, indemnify and keep indemnified Railway 1 the Government and 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 help indemnify the Railway for all responsibilities arising from accidents or loss of life. the cause or result which is the Hospital negligence or misconduct.

The Health care Organization will pay all indemnities arising from such incidents within any extra cost to the 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 tatter 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 of the zone (In case of PU, neighboring zone) who will give written award of his decision to the Parties. The decision of the CMD will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at the city of CMD office.

## 22. MISCELLANEOUS

22.1 Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or 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.

मुख्य चिकित्सा अधिकांक  
मध्य रेल, मुसावल  
Chief Medical Superintendent  
Central Railway Bhusawal



*Arande*

- 22.2 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.
- 22.3 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 IRMS beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its performance of the medical services shall be borne exclusively by the hospital who shall alone be responsible for the defect and/ or deficiencies in rendering such services.
- 22.4 The Hospital shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the in particular where such change would have an impact on the performance of obligation under this Agreement.
- 22.5 This Agreement can be modified or altered only on written agreement signed by 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 Private Health Care Organization will, on the request of railway, agree to provide training to RAILWAY medical, Para-medical and nursing staff.

### 24. EXIT FROM THE PANEL

The Rates fixed by the CGHS for the city of Nagpur shall continue to hold good unless revised by CGHS. In case the notified rates are not acceptable to the DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD, 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/BSL, Divisional Railway Hospital, Bhusawal, Dist. Jalgaon

मुख्य चिकित्सा आधक्षक  
मध्य रेल, भुसावल  
Chief Medical Superintendent  
Central Railway Hospital, Bhusawal



A. B. Bhide

**Hospital with address:** DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD, NH-6, JALGAON

26.2 A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even if it returned with remarks like refused, left, premises locked, etc.

IN 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



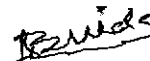
CMS/BSL

Divisional Railway Hospital, Bhusawal  
For and on behalf of The President of India  
Chief Medical Superintendent  
Central Railway, Bhusawal

In the Presence of (Witnesses)

- 1.
- 2.

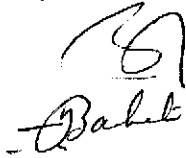
Signed by



For and on behalf of (Hospital)  
Duly authorized vide Resolution No. dated  
of (UPMCH)

In the presence of (Witnesses)

- 1.
- 2.



**Hospital with address:** DR. ULHAS PATIL MEDICAL COLLAGE & HOSPITAL, KHEDI KD, NH-6, JALGAON

26.2 A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even if it returned with remarks like refused, left, premises locked, etc.

IN 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



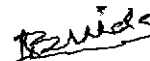
CMS/BSL

Divisional Railway Hospital, Bhusawal  
For and on behalf of The President of India  
Chief Medical Superintendent  
Central Railway, Bhusawal

In the Presence of (Witnesses)

- 1.
- 2.

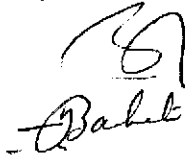
Signed by

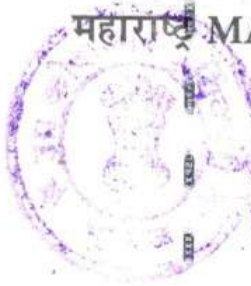


For and on behalf of (Hospital)  
Duly authorized vide Resolution No. dated  
of (UPMCH)

In the presence of (Witnesses)

- 1.
- 2.





महाराष्ट्र MAHARASHTRA

2020

XS 027803

अ. नं.: १६४/ दिनांक: ०१/०८/२०२१  
नाम: गोदावरी कॉलेज ऑफ नर्सिंग  
हस्ते: विष्खा प्युश वाघ  
D.S. Arvkar

*Prashant Suresh Mehta*  
श्री. प्रशांत सुरेश मेठाडे  
मुद्रांक विक्रता भुसावळ  
ला. नं. ३८/१९

**MEMORANDUM OF UNDERSTANDING  
(FOR CLINICAL TRAINING/PRACTICE)**

THIS CLINICAL TRAINING MOU is entered into this 1<sup>st</sup> day of August, 2020  
by and

**BETWEEN**

Mrs. Vishakha Piyush Wagh I/C Principal Godavari College of Nursing,  
Jalgaon NH-6, Gat No.57/1, 57/2, Khirdi Shivar, Tal. 7 Dist. Jalgaon -  
425309(herein after called as FIRST PARTY,

**AND**

Prof. Dr. N.S. Arvkar, Occupation: Service as Dean, Godavari Foundation's  
Dr.Ulhas Patil Medical College & Hospital Jalgaon R/o. C/o. Dr. Ulhas Patil

24 MAR 2021

Medical College & Hospital NH-06, Jalgaon Bhusawal Road , Jalgaon (KH),Jalgaon. 425309 (herein after called as Second Party),

1. SECON PARTY HOSPITAL is a rural hospital, ready to provide broader clinical training and practice experience to the students of FIRST PARTY nursing College.
2. It is agreed by the both parties to be of mutual advantage that Students of the First Party and Nurses of the HOSPITAL be given the opportunity to utilize designated facilities for clinical affiliation and training purposes.
3. This MOU shall become effective as of the date specified on the last page of this Agreement, and shall be for a term of one (1) year, This MOU shall be subject to Termination, With or without cause, with Thirty (30) days written notice by either party. This MOU shall be automatically renewed for an additional one (1) year period, and for all subsequent one (1) year periods thereafter, until terminated by a timely notice.
4. Students of First Party shall be provided with equal educational opportunities and shall not be discriminated against by either party hereto on the basis of sex, race, creed, religion, age, national origin, or physical disability with respect to this affiliation.
5. SECOND PARTY HOSPITAL agree and acknowledge that their mutual goal is to provide clinical training and practice to Nurses in an efficient and economical manner.
6. The Parties recognize that no party is being paid or reimbursed for any costs associated with providing the training or practice and that in performing its obligations under the Agreement, HOSPITAL shall act with reasonable diligence but without warranty of any kind regarding the training provided or the experiences obtained by the Nurses through the MOU.
7. SECOND PARTY shall educate Nurses that, they must abide by all general hospital and programmatic policies, procedures,

and practices of curriculum, as well as applicable standards by appropriate accrediting agencies of Nursing Council and Hospital.

8. In compliance With training / practice dress codes, the Nurses shall wear appropriate clothes with lab coat or uniform and shall be identified as a nurse trainee / student of the FIRST PARTY or approved by SECOND PARTY and worn at all times while on duty and completing Education Institution requirements.
9. First Party shall provide a Supervisor of the nurse/ students who shall be responsible for the direction to them.
10.  
The validity of this MOU and any of its terms or p provisions, as well as the rights and duties of the parties, shall be enforced in accordance with and governed by the laws applicable in the State of Maharashtra.
11. Neither party shall be liable nor be deemed in default of this MOU for any delay or failure to perform caused by force majeure.
12. Any notice, demand or communication required, permitted, or desired to be given under this MOU shall be deemed effectively given when personally delivered or mailed by prepaid certified mail return receipt requested, addressed in the title clause, provided by either party.
13. Both parties warrant that they are properly authorized to enter into this Agreement.
14. IN WITNESS WHEREOF, The parties hereto have executed the MOU on the 1<sup>st</sup> day of August 2020

  
Mrs. Vishakha Piyush Wagh


I/C Principal, Godavari

College of Nursing, Jalgaon.

(FIRST PARTY)

WITNESSES


  
Mr. Pravin Kolhe

  
Prof. Dr. N.S. Arvikar,

Dean, Godavari Foundation's

Ulhas Patil Medical College &

Hospital Jalgaon (SECOND PARTY)

  
Mr. Anupsing Patil



महाराष्ट्र MAHARASHTRA

2024

CV 402253



अ.नं. 19/2024 दिनांक 28/3/2024

नांव ~~डा. उल्हास पाटील मेडिकल कॉलेज आणि हॉस्पिटल~~ श्री. मनोजकुमार सुभाष भालेराव  
हस्ते ~~हरीश रघुनाथ शंकर शा. ठाणे~~ मुद्रांक विक्रेता ला.नं. 33/99  
भुसावळ, ता. भुसावळ  
मो.नं. 7517516613

19 MAR 2025

**AGREEMENT FOR COLLECTION,  
TRANSPORTATION, TREATMENT AND DISPOSAL  
OF BIOMEDICAL WASTE**

THIS AGREEMENT is executed on this \_\_\_\_\_ day of March 2025 at Jalgaon.

**BETWEEN**

**MAANSAI BIOMEDICAL WASTE ENTERPRISES PVT LTD,  
JALGAON**

Through Mr. Rajiv Ramdas Mahajan (Director) appointed as the attorney /authorized signatory aged 56 yrs R/O Jalgaon, Hereinafter called as service provider (Party No 1)

**AND**

Dr. Ulhas Patil Medical College and Hospital, Jalgaon (kh), Dist Jalgaon  
Hereinafter called waste generator (Party no 2)

That the service provider / party no 1 is having Bio-medical Waste disposal Facility at Gat no 413, Kanakai shivar, Shivaji Nagar, Jalgaon which is in association with Jalgaon Municipal Corporation.

That the waste generator / party no 2 is having its Hospital in the name and style of Dr. Ulhas Patil Medical College & hospital, Jalgaon kh. Dist. Jalgaon in the said hospital, waste generator is having 1200 beds of indoor patients and in the house services generated a Bio- Medical waste.

At present no beds are allotted for COVID patients, however if COVID beds are to be established, previous agreement of COIVD biomedical waste will come in to existence.

On the request of party no 2, party no 1 has agreed to undertake the work of collection, transportation and disposal of Bio-Medical waste generated in the hospital/clinic laboratories of party no 2 on the following terms and condition.

1) Waste generator hereby declares that in his hospital, He is having 1200 Beds for indoor patients and in house services like Pathology, Blood Bank, X-ray unit and OPD 1) Gynac 2) Ortho 3) Surgery 4) Ophthalmology 5) Pediatrics i.e.

2) Service provider / party no 1 has accepted the work of collection, transportation, and disposal of entire Bio Medical Waste of the waste generator.

3) The waste generator will arrange itself non-chlorinated coloured plastic bags approved by pollution control board for stocking and packing of bio Medical waste.

4) The waste generator will arrange collection and proper segregation of entire Bio-Medical waste i.e. category no 1,3,4,5,6,7,8,10 including Plastic Material generated in its various departments and wards as per the guidelines of the Bio-Medical waste management and disposal rules 1998, and its segregation as per details annexed Party no 2 shall keep the material ready at the collection end and party no 1 has agreed to collect the bio-medical waste during 09 am to 6 pm or any other time which may be mutually agreed upon. Party no 2 should provide BMW store Room at the end point with their own cost.

5) The waste generator will pack the segregated Bio-Medical waste as per rules at the collection point in colour coded bags.

6) The waste generator undertakes to deliver to the service provider only the segregated Bio-Medical waste generated on daily basis. General waste

i.e.(Municipal solid waste) is not to be put into the service providers bags at all for any violation of the Bio-Medical rules in this regards the waste generator shall be exclusively responsible.

7) That the waste generated agreed that they would pay service provider disposal charges as per annex-1 bill

8) The party no 1 should raised one separate monthly bills in the name of Dr Ulhas Patil Medical College and Hospital, Jalgaon kh. Dist Jalgaon and the party no 2 should pay bill on monthly basis within 15 days from the receipt of the bill for that particular month.

9) No change or modification or waiver of any oh the term of this agreement shall be effective unless agreed to in writing and signed by duly authorized officer of each of the parties herein.

10) Party no 1 the service provider and the waste generator agreed that this agreement is valid from 01/04/2025 to 31/03/2026 and after the expiry of the said period of this agreement, the parties will renew the agreement on fresh term and condition as would be mutually agreed upon.

11) All disputes and question in connection with this deed arising between parties shall be reffered to the arbitration of the two arbitrator one to be appointed by each party and in case of their disagreement to an umpire appointed by the said arbitrator or in case of their default by the behalf.

12) In the event there is any objection and / or notice for breach of the rules regarding transportation, treatment and disposal of the bio- Medical waste Party 1 Shall be solely responsible in that behalf.

13) In case the waste collection programme is not attended by the Party No 1 for more than 2 days a penalty of Rs 100/- per day shall be recovered from party no 1 by Party no 2 moreover the party no 1 shall have to redress the backing by providing extra force on next day.

14) All the expenses with regard to stamp duty and registration charges if required and all legal expenses in respect of the preparation of the contract shall be exclusively borne and paid by the Party no 2.

15) In the event the Party No 1 commits any default in the service the Party no 2 shall be Liberty to discontinue this agreement with prior written notice of one moth.

16) Timely clearing of the Medical waste from the hospital is obligatory for Party no 2 beyond 10.00 am will be deemed as analyzable defaulter.

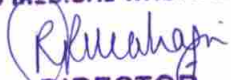
17) This agreement is executed in triplicate one original signed copy will remain with Party No 2.

IN WITNESS WHEREAS the parties have put their signature on the day and year as above mentioned in presence of the following witness at Jalgaon.



PARTY NO 1  
Rajiv Mahajan ( Director)  
Mansai biomedical Waste E. P. L  
Jalgaon

MANSAI BIO MEDICAL WASTE ENT.PVT.LTD

  
DIRECTOR



PARTY NO 2

Dean, Dr. Ulhas Patil Medical College  
& Hospital, Jalgaon kh. Jalgaon

Dean

Dr. Ulhas Patil Medical College  
& Hospital, Jalgaon Kh.

