



DELHI JAL BOARD
GOVT. OF N.C.T. OF DELHI
OFFICE OF THE ASSISTANT COMMISSIONER
(LABOUR WELFARE)
VARUNALYA 'B' BUILDING, KAROL BAGH,
NEW DELHI-110005.

OFFICE ORDER NO. 19

DATED: 12.08.2015

Sub:- Empanelment of Pvt. Hospitals, Diagnostic Centres, Clinics etc. with Delhi Jal Board

In continuation of Office Order no. 24 dated 31.10.2014 & 03 dated 10.02.2015, Competent Authority has accorded approval for empanelment of additional hospitals / diagnostic centre / eye centres and dental clinics as per list mentioned in **Annexure 'C'** for a period w.e.f. **12.08.2015 to 31.10.2015** on the following conditions:

1. Employees / Pensioners / Family Pensioners including their dependants should approach empanelled hospitals / diagnostic centre / eye centres and dental clinics after the proper referral from Medical Officer In-charge, Delhi Jal Board except in emergency as per laid down guidelines. (for detailed procedures & guidelines, Circular dated 04/06.02.2015 may be referred to).
2. Hospitals / Diagnostic Centre / Eye Centres / Dental clinics and other Health Care Organizations will provide medical treatment to the Delhi Jal Board employees / pensioners / family pensioners and strictly as per latest CGHS rate list and status of NABH/NABL as issued by CGHS or rate list of Hospitals / Diagnostic Centres / Eye Centres / Dental clinics, whichever is less.

(G. Daya)

Assisant Commissioner (LW)

No.:F.3/DJB/AC (LW)/Med.(EH/DC)/2015/

Dated: 14.08.2015

All DDO – with the directions to inform each employee/pensioner under their divisions.

Copy for kind information please:-

1. Vice Chairman / All Member of DJB.
2. Chief Executive Officer, DJB.
3. Member (A)/Member (F)/Member (WS)/Member (Dr.)/CVO.
4. Secretary DJB/Addl.CEO/ All CEs /SEs/ EEs.
5. All Director/ All Jt. Directors (Rev.)/All Jt. Dir. (F&A).
6. All Dy. Directors/ACs/MOIs/LO/AC(P&M)/ All ZRO's.
7. All AO's/All AAO's/ CSO/Dy. CSOs/SOs.
8. All Unions/Association of retired employees.
9. Consultant (PR) with the request to publish in Varun Patrika.
10. EE (EDP) with the request to upload this order on the web-site of DJB.
11. All Unions of Delhi Jal Board.
12. Officer Order Book / Standing Guard file.

Assisant Commissioner (LW)

LIST OF HOSPITALS/DIAGNOSTIC CENTRES TO BE EMPANELMENT UNDER DELHI JAL BOARD IN DELHI & NCR W.E.F. 12.08.2015.**HOSPITALS: - DELHI**

Sr. No	Name of the Hospitals	Address	Whether NABH Accredited / Non-NABH or not	Purpose for which empanelment is being sought
1.	Gupta Multispeciality Hospital	B-20 (opp. Ram Mandir), Vivek Vihar, Delhi-110095.	Non-NABH	General Medicine, General Surgery, Gynecology and Obst, Orthopedic, Eye, ENT, Endoscopic/Laparoscopic Surgery, Gastroenterology, Neurology, Urology, nephrology, Dental and Diagnostics.
2.	Irene Hospital	DD-23, Kalkaji Extension, Near Post Office, New Delhi - 110019.	Non-NABH	General Medicine, General Surgery, Gynecology and Obst, Orthopedic with Joint Replacement, Eye, ENT, Endoscopic/Laparoscopic Surgery, Gastroenterology, Neurology, Urology, nephrology, Dental and Diagnostics
3.	Mangalam Medical and Surgical Centre	154/81, Main Bawana Road, Pooth Khurd, Near Sector-35, Delhi- 110039.	Non-NABH	General Medicine, General Surgery, Gynecology and Obst, Orthopedic, Eye, ENT, Endoscopic/Laparoscopic Surgery, Gastroenterology, Neurology, Urology, nephrology, Dental and Diagnostics.
4.	Navjeevan Hospital,	A-12, Pushpanjali Enclave, Pitampura, New Delhi - 110088.	Non-NABH	General Medicine, General Surgery, Gynecology and Obst, Orthopedic, Eye, ENT, Endoscopic/Laparoscopic Surgery, Gastroenterology, Neurology, Urology, nephrology, Dental and Diagnostics.
5.	Shakuntla Nursing Home & Hospital	RZ-1/81A, Sagarpur (West), Opp. Delhi Vidyut Board Colony, New Delhi – 110046.	Non-NABH	General Medicine, Gynae & Obs., Orthopedics, General Surgery, Endoscopic/Laprosopic procedures, Neurology & Neuro Surgery, Gastroenterology, Urology & Nephrology including Dialysis, Eye, ENT, and Diagnostics

HOSPITALS: - NOIDA

Sr. No.	Name of the Hospitals	Address	Whether NABH Accredited / Non-NABH or not	Purpose for which empanelment is being sought
6.	Green City Hospital	Plot No.NH-17, Delta-I, Greater Noida-201308.	Non-NABH	General Medicine, General Surgery, Pulmonology, Gynecology and Obst, Orthopedic, Eye, ENT, Endoscopic/Laparoscopic Surgery, Gastroenterology, Neurology, Urology, Nephrology, Dental and Diagnostics.
7.	Prayag Hospital & Research Centre Pvt.	J-206/A-I, Sector-41, Noida- 201302.	Non-NABH	General Medicine, General Surgery, Gynecology and Obst, Orthopedic, Eye, ENT, Endoscopic/Laparoscopic Surgery, Gastroenterology, Neurology, Urology, Nephrology, Dental and Diagnostics.
8.	Sharda Hospital	Plot No. 32&34, Knowledge Park-3, Greater Noida-201306.	Non-NABH	Interventional Cardiology & Cardiothoracic Surgery, Laparoscopic/ Endoscopic procedures, Gynecology & Obstetrics, Orthopedic Surgery, Pulmonology, General Medicine, General Surgery, Neurology & Neurosurgery, Urology & Nephrology (Including Dialysis), Gastroenterology and GI Surgery, Eye & ENT, Dental, Cancer treatment(Surgery, Chemotherapy & and Diagnostics.
9.	Shivalik Medical Centre Pvt. Ltd.	Sector-51, Main Road, Hoshyarpur, Sector-51, Noida. (U.P.)	Non-NABH	General Medicine, General Surgery, Gynecology and Obst, Orthopedic, Eye, ENT, Endoscopic/Laparoscopic Surgery, Gastroenterology, Neurology, Urology, Nephrology, Dental and Diagnostics.
10.	Yatharth Wellness Hospital & Trauma Centre	32, Omega-I, Greater Noida.	Non-NABH	General Medicine, General Surgery, Gynecology and Obst, Orthopedic including Joint Replacement, Eye, ENT, Endoscopic/Laparoscopic Surgery, Gastroenterology, Neurology & Neurosurgery, Urology, Nephrology including Dialysis, Dental and Diagnostics.
11.	Yatharth Wellness Super Speciality Hospital & Heart Centre	NH-I, Sector-110, Noida.	Non-NABH	Interventional Cardiology, General Medicine, General Surgery, Pulmonology, Gynecology and Obst, Orthopedics including joint Replacement , Eye, ENT, Endoscopic/Laparoscopic Surgery, Gastroenterology, Neurology & Neurosurgery, Urology Nephrology including Dialysis,, Dental and Diagnostics.

EXCLUSIVE EYE CENTRES: - DELHI

Sr. No.	Name of the Exclusive Eye Centres	Address	Whether NABH Accredited / Non-NABH or not	Purpose for which empanelment is being sought
12.	Complete Eye Care Centre	F7, F6, First Floor, Manish Chamber, Local Shopping Complex, Mayur Vihar, Phase-2, Delhi-110091.	Non-NABH	Exclusive Eye Care Centre
13.	DRS Northex Eye Institute Pvt. Ltd.	C-9/34, First Floor, Sector-7, Rohini, Delhi - 110085.	Non-NABH	Exclusive Eye Care Centre
14.	Jain Eye Hospital and Laser Centre	AG-152, Shalimar Bagh, New Delhi-110088.	Non-NABH	Exclusive Eye Care Centre
15.	R.V.S. Eye Centre	BFH-09, Opp. Mount Abu Public School, Som Bazar Road, West Shalimar Bagh, Delhi-110088.	Non-NABH	Exclusive Eye Care Centre
16.	Rana Eye Centre	C-8/28, Sector-7, First Floor, Sai Baba Chowk, Rohini, Opp. Metro Pilar, 394, Delhi - 110085.	Non-NABH	Exclusive Eye Care Centre

EXCLUSIVE EYE CENTRE: - GURGAON

Sr. No.	Name of the Exclusive Eye Centre	Address	Whether NABH Accredited / Non-NABH or not	Purpose for which empanelment is being sought
17.	Viaan Eye & Retina Centre	UG-4, Bestech Central Square Mall, Sushant Lok-II, Sector-57, Gurgaon.	Non-NABH	Exclusive Eye Care Centre

EXCLUSIVE EYE CENTRES: - GHAZIABAD

Sr. No.	Name of the Exclusive Eye Centres	Address	Whether NABH Accredited / Non-NABH or not	Purpose for which empanelment is being sought
18.	Punarjyoti Eye & Mother Care Center	Duplex No.1, Sector-15, Vasundhara, Ghaziabad-201012.	Non-NABH	Exclusive Eye Care Centre

DIAGNOSTIC CENTRES: - DELHI

Sr. No.	Name of the Diagnostic Centres	Address	Whether NABH Accredited / Non-NABH or not	Purpose for which empanelment is being sought
19.	Shivam Diagnostics & Cancer Research Inst.	C-41, Lane-4, Mahendru Enclave, Near Hans Cinema, Delhi.	Non-NABH	Laboratory Investigations.

EXCLUSIVE DENTAL CLINICS: - DELHI

Note: All MOIs of DJB are directed to refer DJB beneficiaries for dental treatment in following hospitals strictly as per CS (MA) Rules & guidelines.

Sr. No.	Name of the Exclusive Dental Clinics	Address	Whether NABH Accredited / Non-NABH or not	Purpose for which empanelment is being sought
20.	Dabas Dental Clinic & Orthodontic Centre	Flat No. 186, GF Pocket A, Sec- 13, Dwarka, New Delhi-110075.	Non-NABH	All Available Dental Care Facilities
21.	Shivam Dental Clinic	C-14, Mahendru Enclave, Model Town, Delhi-110033.	Non-NABH	All Available Dental Care Facilities

MEMORANDUM OF AGREEMENT
BETWEEN

DELHI JAL BOARD & _____

An agreement made and entered into this ____day of _____, 2015 between the Delhi Jal Board, through Assistant Commissioner (Labour Welfare) Delhi Jal Board (hereinafter called Delhi Jal Board which expression unless repugnant to or excluded by context, shall include its successors in office and assigns) of the **First Part**.

AND

_____ of the Hospital/
Diagnostic Centre/ Laboratory (hereinafter called "Hospital/ Diagnostic Centre/ Laboratory"
which expression unless repugnant to or excluded by context, shall include its legal
representatives, successors and assigns) of the **Second Part**.

WHEREAS, the Hospital/ Diagnostic Centre/ Laboratory has given its consent in writing to the Delhi Jal Board for empanelment for providing medical treatment facilities for the purposes mutually agreed and / or as being provided to CGHS/DGEHS to the employees of the Delhi Jal Board / Pensioners / Family Pensioners and their dependent family members.

WHEREAS, the Hospital/ Diagnostic Centre/ Laboratory is recognized under Delhi Jal Board for providing Medical treatment of the Delhi Jal Board employees/ pensioners/ family pensioners and dependent members of their family subject to the condition hereinafter mentioned.

NOW, THEREFORE, the parties hereto agree 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 Delhi Jal Board Medical Card, issued by any competent authority, of Delhi Jal Board authority.
 - 1.1.4. "Card Holder" shall mean a person having a Delhi Jal Board Medical Card.
 - 1.1.5. "CGHS" shall mean the Central Government Health Scheme was started under the Indian Ministry of Health and Family Welfare in 1954 with the objective of providing comprehensive medical care facilities to Central Government employees, pensioners and their dependents residing in CGHS covered cities.
 - 1.1.6. "DGEHS" shall mean the Delhi Government Employees Health Scheme (DGEHS) was launched in April 1997 with a view to provide comprehensive medical facilities to Delhi Government employees and pensioners and their dependants on the pattern of Central Government Health Scheme.
 - 1.1.7. "Delhi Jal Board Beneficiary" shall mean a person beneficiary mean a person who is either a employee, pensioner or family pensioners or his/her family dependant members who is eligible for coverage of Delhi Jal Board Health Scheme and hold a valid Delhi Jal Board Medical card for the benefit.

- 1.1.8. “Coverage” shall mean the types of persons to be eligible as the beneficiaries of the Scheme to health services provided by Delhi Jal Board, subject to the terms, conditions and limitations.
- 1.1.9. “Diagnostic Center” shall mean the *(Name of the Diagnostic Center)* performing tests / investigations X-ray etc.
- 1.1.10. “Emergency” shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.
- 1.1.11. “Empanelment” shall mean the hospital / diagnostic center / laboratory authorized by the Delhi Jal Board for treatment purposes for a particular period.
- 1.1.12. “General Purpose Hospital” shall mean a hospital for the treatment of patients of any age and either sex who are suffering from any one or more diseases, illness of infirmity generally treated in one or more departments including in the Departments of General Medicines, General Surgery, Obstetrics & Gynae., Pediatrics, Orthopedics, and having facilities for X-ray / Radiology services and laboratory services.
- 1.1.13. “Hospital” shall mean the *(Name of the Hospital)* _____ while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.
- 1.1.14. “Recognition of Hospital” shall mean the Hospital empanelled by the Delhi Jal Board for a particular period for providing treatment facilities and procedures etc. to the Delhi Jal Board beneficiaries.
- 1.1.15. “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 Delhi Jal Board beneficiaries after following certain procedure of inquiry.
- 1.1.16. “Party” shall mean either the department or the Hospital / Diagnostic Center and “Parties” shall mean both the department and the Hospital / Diagnostic Center.
- 1.1.17. “CGHS “Package Rate”” shall mean all inclusive – including lump sum cost of inpatient treatment / day care / diagnostic procedure for which a CGHS beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to) – (i) Registration charges, (ii) Admission charges, (iii) Accommodation charges including patients diet, (iv) Operation charges, (v) Injection charges, (vi) Dressing charges, (vii) Doctor / consultant visit charges, (viii) ICU / ICCU charges, (ix) Monitoring charges, (x) Transfusion charges and Blood processing charges (xi) Pre Anesthetic checkup and Anesthesia charges,

(xii) Operation theatre charges, (xiii) Procedural charges / surgeon's fee, (xiv) Cost of surgical disposables and all sundries used during hospitalization, (xv) Cost of medicines and consumables (xvi) Related routine and essential investigations (xvii) Physiotherapy charges etc. (xviii) Nursing care charges etc. Package rates also include two pre-operative consultations and two postoperative consultations.

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

In case a beneficiary demands a specific Brand of Stent / Implant and give his consent in writing, the difference in cost over and above the ceiling rate may be charged from the beneficiary, which is non-reimbursable.

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

However, the following items are not admissible for reimbursement:

Toiletries

Sanitary napkins

Talcum powder

Mouth fresheners

In cases of conservative treatment / where there is no CGHS package rate, 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.

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

Upto 12 days for Specialized (Super Specialties) treatment

Upto 7 days for other Major Surgeries

Upto 3 days for / Laparoscopic surgeries / elective Angioplasty / normal deliveries and

1 day for day care / Minor (OPD) surgeries.

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

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

- 1.1.18. "Specialized treatment" shall mean the treatment in a particular specialty.
- 1.1.19. "CGHS Rate" - Charges for approved procedure / services as may be notified by CGHS from time to time.

2. DURATION OF AGREEMENT:

The Agreement shall remain in force for a period of three months commencing from _____ or till it is modified or revoked, whichever is earlier.

The Agreement may be extended for another year or part thereof subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent of both parties.

3. CONDITIONS FOR PROVIDING TREATMENT / SERVICES:

A. GENERAL CONDITIONS

The hospitals, Exclusive Eye hospitals/centres, Exclusive Dental Clinics and Diagnostic centres shall be **empanelled for all facilities/services available** in the health care organization **as approved by NABH/NABL/QCI** and shall not be empanelled for selected specialties/ facilities.

The Hospitals, Exclusive Eye Hospitals/centres, Exclusive Dental clinics, Diagnostic Laboratories/ Imaging Centres shall investigate / treat the DJB beneficiaries only for the condition for which they are referred.

In case of unforeseen emergencies of these patients during admission for approved procedure, "provisions of emergency treatment" shall be applicable. It is agreed that DJB beneficiaries shall be attended to on priority.

B. AUTHORISATION FOR TREATMENT

- I. The treatment /procedure shall be performed on the basis of the referral by the MOI of the Delhi Jal Board dispensary and or on the production of a valid Delhi Jal Board card / Medical Book by the beneficiary.
- II. The beneficiary will produce their medical identity card having Group family photograph (duly affixed and attested by the Drawing & Disbursing Officer) and details as and when applicable and referral letter from Medical Officer In-charge of Delhi Jal Board Dispensary, except in medical emergency where the beneficiary or his/her attendant will be guided to inform the office i.e. DDO/MOI concerned. The Hospital will issue emergency certificate for emergency cases within 72 hours of admission. The essentially certificate "A" & 'B' meant for OPD / indoor patient will carry photograph of the concerned patient, duly signed and stamped by treating doctor, for easy verification/record.

C. INVESTIGATIONS PRIOR TO ADMISSION FOR ANY ELECTIVE PROCEDURE

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

D. PROCEDURE WHERE REFERRED CASE NEEDS TREATMENT IN A SPECIALITY(S) WHICH ARE NOT AVAILABLE IN THE HOSPITAL

The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging shall not undertake treatment of referred cases in specialties which are not available in the hospital. But it will provide necessary treatment to stabilize the patient and transport the patient safely to nearest recognized hospital under intimation to DJB authorities. However in such cases the Hospital will charge as per the CGHS rates only for the treatment provided.

E. MONTHLY REPORT

The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging will submit the monthly report regarding number of referrals received, admitted Delhi Jal Board beneficiaries with name of patient, employee name & relation, office to Labour Welfare Office.

F. INSPECTIONS

During the visit by any authorized representative of the Delhi Jal Board, the empanelled health care organization's authorities will cooperate in carrying out the inspection.

G. NO COMMERCIAL PUBLICITY

The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Laboratory/ Imaging Centre will not make any commercial publicity projecting the name of Delhi Jal Board. However, the fact of empanelment under Delhi Jal Board shall be displayed at the premises of the empanelled health Care Organization indicating that the charges will be as per CGHS approved rates.

H. AGREE FOR CONDUCTING ANNUAL HEALTH CHECK-UP FOR GROUP 'A' OFFICERS AGED '40' AND ABOVE AND FOR OTHER CATEGORIES OF EMPLOYEES SPECIFIED BY DELHI JAL BOARD.

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

4. TREATMENT IN EMERGENCY CONDITION:

- 4.1. In emergency, the hospital shall not refuse admission on the ground of referral of MOI or any other reason or demand any advance payment from the beneficiary of DJB. The hospital will charge medical expenses from the patient as per approved rates. Hospital will issue emergency certificate. In case of major treatment hospital shall give an estimate of tentative expenditure to the attendant of the patient for claiming medical advance from the department.
- 4.2. The following ailments may be treated as emergency which is **illustrative only and not exhaustive**, depending on the condition of the patient:
- ❖ Acute Coronary Syndromes (Coronary Artery Bye-pass Graft / Percutaneous, Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Temponade, 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, decompensated 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.
- 4.3. In the event of receipt of medical advance from the Drawing & Disbursing Officer (DDO) of an employee / Pensioner / Family Pensioner for treatment of a DJB beneficiary, the Hospital shall send a copy of final claim of treatment along with all details to the DDO of the patient within 07 days from the date of discharge in addition to holiday over original bill to the patient.

5. APPROVED RATES TO BE CHARGED:

- 5.1. The Hospital / Diagnostic center / Laboratory shall charge from the Delhi Jal Board beneficiary as per the rates for a particular procedure / package deal as prescribed by the CGHS which shall be treated as an integral part of this Agreement or the actual rate for other patients, whichever is less.
- 5.2. In the event of the Hospital's normal charges / rates for various procedure(s) being lower than the rates fixed by the Delhi Jal Board, the Hospital/ Diagnostic Centre will charge its own rates and not as per the Delhi Jal Board rates.

- 5.3. After completing the treatment, the hospital will charge the medical expenses from patient as per CGHS rates adopted by Delhi Jal Board or its own hospital rates, whichever is less and hand over the bills to the patients duly verified along with certificates 'A' or 'B' having a photograph of patient duly certified by treating Medical Officer / Medical Superintendent.
- 5.4. The hospital concerned will send attested specimen signatures of Medical Superintendent or the Authorized signatory, given Authority to verify bills/certificate 'A' & 'B' as the case may be, for the record of the Delhi Jal Board and to facilitate/ensure authenticity.
- 5.5. The payment of Hospital / Diagnostic center / Laboratory charges shall be paid by the DJB beneficiary in cash.
- 5.6. In case of detection of over-billing and unnecessary procedures, the extra amount so charged shall be refunded by Hospital / Diagnostic Centre / Laboratory without any delay and Delhi Jal Board shall have the right to issue a written warning to the Hospital / Diagnostic Centre / Laboratory not to do so in future. The recurrence if any, will lead to the stoppage of referral to the Hospital and matter may be brought in the knowledge of CGHS/DGEHS for de-recognition by them.
- 5.7. Delhi Jal Board 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 of Central Services (Medical Attendance) Rules 1944 in this regards needs to be followed.
- 5.8. The Hospital / Diagnostic center / Laboratory undertakes that it shall not discriminate in the provisions of facility and treatment in any manner whatsoever against the Delhi Jal Board employees/pensioners/family pensioners and their dependent family members receiving treatment in the Hospital / Diagnostic center / Laboratory as compared to any other patient coming for treatment in the Hospital / Diagnostic center / Laboratory.

6. NOTIFICATION OF NODAL OFFICERS:

Empanelled Hospital shall notify two Nodal officers for with their Contact No. and e-mail id for quick communication & for clarifications etc. beneficiaries, one of them being of the rank of Deputy MS/Addl. MS, who can be contacted by Delhi Jal Board beneficiaries in case of any eventuality.

7. DUTIES AND RESPONSIBILITIES OF HOSPITALS / DIAGNOSTIC CENTERS:

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

8. NON ASSIGNMENT:

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

9. HOSPITAL'S / DIAGNOSTIC CENTER'S INTEGRITY AND OBLIGAITONS DURING AGREEMENT PERIOD:

The Hospital / Diagnostic Center /Laboratory 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 / Diagnostic Center/Laboratory is obliged to act within its own authority and abide by the directives issued by the department. The Hospital / Diagnostic Center/Laboratory 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.

10. TERMINATION OF AGREEMENT:

- 10.1. The Delhi Jal Board 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:
- 10.2. The agreement may be terminated by one calendar month's notice in writing, and the notice given by the DJB shall be valid, if given, and signed by the **Assistant Commissioner (Labour Welfare), Delhi Jal Board**.
- 10.3. In the event of the hospital getting wound up or dissolution of partnership the DJB shall have the power to terminate the agreement. Termination of the agreement shall not relieve the hospital or its successors-in-interest and legal representatives from the legal liability in respect of the service(s) provided by the hospital during the period when the agreement was in force or its liabilities under the present agreement.
- 10.4. The DJB shall have a lien and also reserve the right to retain, adjust, appropriate and set off against any sum which may from time to time be due to and payable to the hospital hereunder against in respect of any claim which the DJB may have against the hospital under this or any other agreement.
- 10.5. The DJB shall be at liberty at any time to terminate this agreement on giving 24 hours notice in writing to the hospital for breach of any of the terms and conditions of this agreement and the decision of the Head of Department, DJB in this regard shall be final and binding in this respect.

10.6. In the event of any bribes, commission, gifts or advantage being given promised or offered or exercise of any kind of undue influence by or on behalf of the hospital or any of them or their representatives, agents/servants or any other person claiming on their behalf to any officer, servant or representative of the DJB or any member of the family of any officer, servant or representative of the DJB in relation to the obtaining or execution of this or any other agreement with the DJB or in respect of carrying out of any of the obligations under the present agreement, then the DJB shall without prejudice to their other rights and remedies be entitled to not withstanding any criminal liability which the hospital may incur, cancel this agreement and any other agreement entered into by the hospital with the DJB and to recover from the hospital any loss or damages resulting from any offence under this clause shall be decided by the **Director (A&P), DJB**, in such manner and in such evidence or information as he shall think fit and sufficient and his decision shall be final and conclusive.

11. SERVICE OF NOTICE/CORRESPONDENCE:

- 11.1. Any notice or correspondence to DJB shall be addressed to the Assistant Commissioner (Labour Welfare), Delhi Jal Board subject as otherwise provided in this contract, all notices may be given or taken by the Assistant Commissioner (Labour Welfare), DJB or any Officer from the time being entrusted with the functions and powers of the said Assistant Commissioner (Labour Welfare), DJB.
- 11.2. Any notice/correspondence to their hospital shall be addressed to and in the name of the hospital at the address given hereinabove.
- 11.3. All notices and reference hereunder shall be deemed to have been duly served and given to the hospital if delivered to the hospital or their authorized agent or left at consent by Registered Post to the address stated hereinabove and to the DJB if delivered to the Assistant Commissioner (Labour Welfare), DJB or sent by registered post or left at his office during office hours on any working day.

12. LIABILITY FOR ANY DEFAULT/NEGLIGENCE:

- 12.1. Any liability, civil or criminal and/or claim, arising out due to any default or negligence in providing or performance of the medical services and any other act/ commission in provision of the facilities under this agreement to any person shall be borne exclusively by the hospital/ Diagnostic Centre /Laboratory who shall alone be responsible for the defect in rendering such services. The DJB shall have no liability or responsibility for making good or meeting any claim found due or payable for any default or negligence in performance of the present agreement.
- 12.2. The hospital hereby under takes and does hereby indemnify the DJB for and in respect of any claim made or liability levied against it for any of the acts/ omissions set out in para 13.1 above.

13. INDEMNITY:

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

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

14. MISCELLANEOUS

- 14.1. 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 this Delhi Jal Board and the Hospital / Diagnostic Center / Laboratory.
- 14.2. The Hospital / Diagnostic Center / Laboratory shall not represent or hold itself out as agent of the Delhi Jal Board.
- 14.3. The Delhi Jal Board shall not be responsible in any way for any negligence or misconduct of the Hospital / Diagnostic Center / Laboratory and its employees for any accident, injury or damage sustained or suffered by any Delhi Jal Board beneficiary or any third party resulting from or by any treatment services conducted by and on behalf of the Hospital / Diagnostic Center / Laboratory or in the course of doing its work or perform their duties under this Agreement or otherwise.
- 14.4. The Hospital / Diagnostic Center / Laboratory shall notify the Delhi Jal Board of any material change in their status and their shareholdings or that of any Guarantor of the Hospital/Diagnostic Center/ Laboratory in particular where such change would have an impact on the performance of obligation under this Agreement.
- 14.5. This Agreement can be modified or altered only on written agreement signed by both the parties.

- 14.6. Should the Hospital / Diagnostic Centre / Laboratory get wound up or partnership is dissolved, the Delhi Jal Board 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.
- 14.7. The Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.
- 14.8. This agreement contains the entire agreement between the two parties and nothing outside this agreement shall be valid and binding. This agreement can be modified or altered only written agreement signed by both the parties.
- 14.9. The original copy of the agreement shall be kept at the office of the Assistant Commissioner (Labour Welfare), DJB and a true copy there of shall be retained in the office of the hospital/Diagnostic Centre/Laboratory.

15. GOVERNING LAW:

- 15.1. The agreement shall be governed by the laws, bye-laws, rules and regulations prevalent and amended from time to time in the Union of India / Government of N.C.T. of Delhi.
- 15.2. In case of any dispute arising out of the agreement relating to true meaning or in respect of any of the provisions shall be subject to the jurisdiction of Civil Court of Delhi only.
- 15.3. In the event of any question, dispute or difference whatsoever at any time under the condition of agreement or in any other manner under this agreement or in any way relating there to or true meaning or interpretation of any of the provisions there of (except as to any matters for which the decision is specifically provided for in the conditions of the agreement), the same shall be referred to for decision to a sole Arbitrator who shall be the nominee of the Chief Executive Officer, Delhi Jal Board and the decision of the Arbitrator shall be final and binding on both the parties. It will not be objection that the Arbitrator is a Government Servant and that he had to deal with matters to which the contract relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matters in question, dispute or difference. The Arbitrator so appointed by the Chief Executive Officer, DJB will initiate the proceedings after obtaining Statement of Claims and preferably give its award within six months.

In the event of the Arbitrator appointed by the Chief Executive Officer, DJB, dying, neglecting or refusing to act or resigning or being incapable to or unable act of any reason, whatsoever, it shall be lawful for the Chief Executive Officer, DJB to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

Subject as aforesaid, the arbitration and conciliation Act, 1996 or any modification thereof for the time being in force shall apply to the arbitration proceedings under this clause.

16. EXIT FROM THE PANEL:

In terms of Agreement of Hospital with CGHS/DGEHS it shall agree for Empanelment with any autonomous body / public sector undertaking on same terms & conditions as with CGHS / DGEHS, so it cannot exit from the panel on the ground of non-acceptance of notified rates as agreed in Clause 6 of the Agreement hereto. In case of its exit from the CGHS / DGEHS panel, patients already admitted shall continue to be treated.

IN WITNESSES WHEREOF, the Assistant Commissioner (Labour Welfare) for an on behalf of the Delhi Jal Board and the above named Hospital have hereunto set their respective hands on the days and year first above written.

**FOR AND ON BEHALF OF
DELHI JAL BOARD**

(G. Dayal)
Assistant Commissioner (Labour Welfare),
Delhi Jal Board: Delhi Sarkar

Signed by

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

**In the Presence of
(Witnesses)**

1. -----

2. -----