

Additional conditions**TERMS FOR OPERATIONS FOR TIE UP****Terms and Conditions:**

1. Should provide medical care in identified specialities (annexure –A) round the clock (24 x 7).
2. Provision of early registration, examination and admission of Railway patients referred by Jagjivan Ram Hospital, Mumbai Central, Mumbai.
3. For emergency cases, admission is to be done immediately.
4. Adequate medical attention is to be provided for serious patients.
5. The Hospital(s) recognised should display prominently in the website, notice board etc. indicating the specialities for which they recognised for tie up.
6. The railway beneficiaries will be referred to a particular empanelled hospital of his/her preference/choice.
7. The rates to be charged by the hospital should be as per the prevailing CGHS/ECHS/ESIC rates, if it is not available, either AIMS rates / any Government rates/ Autonomous Institutes rates or the hospital tariff, whichever is lower and for those items/ procedures/investigations which are not covered under CGHS rate list, the hospital should offer some discount or the same on their hospital rates as also free ambulance services to the railways.
8. The tie-up arrangement will be for a period of one year.
9. It is accepted to treat the _____ Hospital, as an empanelled hospital to provide medical advice and treatment including investigations, drugs, surgeries etc. to the Railway employees and their dependent family members in view of the better facilities and conveniences provided in the said hospital.
10. The railway employees and their family members referred to _____ Hospital are eligible for being admitted to the category of bed as mentioned in the authorisation letter of Medical Director, J. R. Hospital, Mumbai Central to _____ Hospital.
11. Patients will be referred to the empanelled hospital with a referral letter.
12. Patients should submit the medical health book, identity card or his departmental identity card at the time of admission containing the patient's photograph, signature/LTI.
13. The bill should be conform to the rate structure mutually agreed.
14. The empanelled hospital must send bills in duplicate to Medical Director, J. R. Hospital . The bills should be submitted for arranging payment once in a month.
15. Payment of the bills shall be made after due scrutiny and certification by J. R. Hospital, within one month from the date of receipt of the bill, by NEFT to the hospital by Sr. DFM-BCT.
16. The MOU is valid for One year and should be sent for renewal well in advance before the expiry date. In case of procedures to be conducted package rates as agreed to will be apply.
17. There shall be no refusal of services, once a patient is referred to by Railway for treatment.
18. The Hospital must submit the rates of all treatment procedures / investigation / facilities available with them and as charged by them.

19. The schedule of rates shall form an integral part of this agreement. The rates mentioned in the schedule are inclusive of all taxes, including the service tax, duties, charges or levies which may be assessed, imposed or levied in connection with the MOU.
20. The empanelled Hospital shall treat the patients referred by Railways in a courteous manner and accordingly the good business practices and shall extend priority admission facilities wherever possible to the Railway employees referred by Railway Hospital.
21. The empanelled Hospital will have their facility covered by proper indemnity policy including error, omission and professional indemnity and agrees to keep such policies in force during the term of MOU.
22. Visit by Railway Officials and check the indoor papers, treatment being given to the patients referred by them shall be allowed by the empanelled Hospitals.
23. The railway shall reserves the right to discuss the treatment plan with the treating doctor.
24. The empanelled hospital shall oversee that best medical treatment facility is extended to the Railway beneficiaries referred by them.
25. Access to billing and medical record and indoor papers of the patients referred to them will be allowed to Railways as and when necessary for with the prior appointment.
26. It is necessary to take a photocopy of the identity card of the Railway employee referred for treatment to be submitted later with the bill and to keep as a proof of the patient's treatment.
27. At the time of discharge, discharge card / original intimation, all original prescriptions and pharmacy records are to be forwarded to concerned Railway Hospitals, with the bill. Photo copies may be given to the patients on request at their own expenses.
28. The bills are to be sent in duplicate by the hospital giving full details of treatment availed, investigations done and drugs supplied along with the serial number, type of the service and rate which are mentioned in the rate list to the patient along with the signature of the treating doctor for the treatment done and drugs prescribed.
29. Whereas the parties hereby agrees to modify the terms and conditions of the MOU if required in future with mutual consent.
30. In case of any court cases due to negligence/deficiency of service, penalty and cost of litigation if any awarded/ ordered by any Hon'ble Court/ forums shall be borne by the service provider.
31. If any dispute, difference of question shall arise between the Railway Administration and the service provider as to the respective rights, duties and obligations of the parties hereto or as to the services or interpretations of any of the terms and conditions of the agreement as to its applications (except as to any matter the decision on which expressly provide for in this agreement and also except as to any matter regarding which the service provider has given " No Claim Certificate") then the same shall be referred to the Medical Director, J. R. Hospital, Mumbai Central of Western Railway, who shall give his decision within 60 days or 30 days from the date of reference. If he failed to make a decision within 60 days, or if the service provider is aggrieved by such decision, after 60 days but within 120 days of making reference to Principal Chief Medical Director, the service provider shall demand in writing that the dispute or differences to be referred to arbitration of sole arbitrator who shall be a Gazetted Officer of Western Railway nominated by General Manager, Western railway, Mumbai in that behalf. Where the arbitral award is for payment of money, no

which award is made. Subject to afforsaid provisions, Arbitration and Conciliation Act. 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause. Penalty clause for safeguarding in case of failure of services, partly unsatisfied services have to be taken care. " Subject to said arbitration clause in the agreement the jurisdiction of Courts of Mumbai, shall be applicable.

32. In case of any court cases due to negligence/ deficiency of service, penalty and cost of litigation if any, awarded / ordered by any Hon'ble courts/ forums shall be borne by service provider.

