

**SOUTH DELHI MUNICIPAL CORPORATION
(HEALTH DEPARTMENT)**



Office of Addl. Director Hosp. Admn. (M&TB),
18th Floor, Dr. S.P.M. Civic Centre, J.L.N. Marg,
New Delhi – 110 002.
Ph.23226824-23226859

No./Addl.DHA(M&TB)/SDMC/ 744

Dated :- 23/09/2020

**NOTICE FOR EMPANELMENT OF PRIVATE HOSPITALS, EYE CENTERS, DENTAL
CLINICS & DIAGNOSTIC CENTRES IN RESPECT OF MUNICIPAL BENEFICIARIES**

Applications are invited from interested private hospitals, eye centers, dental clinics & diagnostic centers that are empanelled under CGHS Delhi or DGEHS Govt. of NCT of Delhi for empanelment in respect of employees and members of Municipal Pensioner's Health Scheme of South Delhi Municipal Corporation, North Delhi Municipal Corporation and East Delhi Municipal Corporation. The details of the medical facilities to be provided eligibility criteria and draft agreement are available on website www.mcdonline.gov.in For any query undersigned or any of the following nodal officers can be contacted on phone or in person (with prior appointment):-

- Dr. Vireshwar Singh Mobile No.:9717787403.
- Dr. Rudal Maurya Mobile No.:9868360858.
- Dr. I.Ghanshyam Mobile No.: 8130892291.

The applications along with requisite documents, duly completed draft agreement and requisite security deposit (if applicable) in the form of demand draft in favor of Commissioner South Delhi Municipal Corporation, should be deposited in the office of undersigned within 30 days of publication of this press advertisement.

Alka Gupta
7/9/2020
Dr. (Ms.) Alka Gupta
Addl.DHA (M&TB)

ELIGIBILITY CRITERIA

1. Private hospitals, eye centers, dental clinics & diagnostic centers etc., which are on the panel of CGHS Delhi or DGEHS Govt. of NCT of Delhi.
2. Private hospitals, eye centers, dental clinics & diagnostic centers etc., which are already empanelled in respect of municipal beneficiaries, but are not presently listed under CGHS Delhi & DGEHS Govt. of NCT of Delhi are not eligible for empanelment in respect of municipal beneficiaries.

AGREEMENT

This agreement made and entered into this _____ day of _____ between

- (1) the Commissioner, North Delhi Municipal Corporation, 4th Floor, Dr. SPM Civic Centre, JLN Marg, New Delhi – 110 002,
- (2) Commissioner South Delhi Municipal Corporation, 9th Floor, Dr. SPM Civic Centre, JLN Marg, New Delhi – 110 002 and
- (3) Commissioner East Delhi Municipal Corporation, 1st Floor, Udyog Sadan, Patparganj Industrial Area, Delhi – 110 093

(hereinafter referred to as "Municipal Corporations of Delhi" collectively), through its Director Hospital Administration of South Delhi Municipal Corporation of the First Party

and

M/s _____ (a company registered under Companies Act, 1956/Society Registered under Indian Societies Act 1860) having its registered office at _____ represented through its Managing Director/Director/ Partner/ Proprietor/Secretary/ President/Representative S/Shri _____ duly authorized to enter into this Agreement vide Company/Society/Trust Resolution No. _____ dated _____ duly authenticated as per copy annexed to this Agreement (hereinafter called 'hospital' which expression unless repugnant to the context or excluded shall include its legal representatives, successors and assigns) of the Second Party.

Whereas _____ hospital, is recognized/empanelled by all the three above noted Municipal Corporations of Delhi in respect of _____ [name of specialties] for treatment of all regular employees of Municipal Corporations of Delhi and members of the scheme "Medical Facilities to municipal pensioners/family pensioners" and their dependents, Director Hospital Administration, South Delhi Municipal Corporation is authorized to enter in to this agreement on behalf of above noted all three Municipal Corporations of Delhi (First Party).

THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. That _____ (Name of hospital) is recognized/empanelled for treatment of employees of Municipal Corporations of Delhi and members of the scheme "Medical

Facilities to municipal pensioners/family pensioners" and their dependents subject to the condition herein after mentioned.

2. That hospital shall display the Logo of Municipal Corporations of Delhi so as to enable the employees and pensioners to avail medical facilities conveniently as per their requirement and emergency.
3. The "Medical treatment" means the beneficiary can avail facility of consultation with various consultants in out patient department (OPD), necessary diagnostic tests, in patient treatment and follow up care/consultation of the _____ (Name of the Hospital).

A. In case of members of the scheme "Medical facilities to municipal pensioners/family pensioners" and their dependents.

- i) That in routine cases, it shall provide treatment to the beneficiaries on production of medical Identity card and a referral from the concerned MO/ CMO In charge of Municipal Corporations dispensary / hospital (allotted medical centre) or concerned CAMO/Addl. DHA (Medical & TB)/ specialists of concerned speciality of major hospital. The recognized/empanelled private hospital shall not refuse admission/investigation or demand an advance payment from the pensioner beneficiary or his family member and will provide credit facilities to the patient on production of a valid Medical identity card. The hospital shall submit the bills for reimbursement as per prevailing CGHS approved rates to the concerned CAMO/Addl. DHA (Medical & TB) and the department will make the reimbursement to the hospital within 60 days.
- ii) That in case of emergencies, the beneficiary can go directly to any recognized/approved pvt. hospital of his / her own choice for treatment and the hospital shall not ask for referral from Municipal Corporations dispensary / hospital. The recognized/empanelled private hospital shall not refuse admission or demand an advance payment from the beneficiary or his family member and will provide **credit** facilities to the patient on production of a valid medical identity card and the hospital shall submit the bill for reimbursement as per prevailing CGHS approved rates to the concerned CAMO/Addl.DHA (Medical & TB) and the department will make the reimbursement to the hospital within 60 days).
- iii) Private recognized/empanelled hospital will inform the Addl.DHA (Medical & TB)/ concerned CAMO within 48 hours of emergency admission of a beneficiary in the prescribed format.

B. In case of employees of Municipal Corporations of Delhi and their dependents

- i. In routine cases it shall provide treatment to beneficiaries on production of valid identity card and referral from municipal/govt hospital/dispensary or communicated to private hospital, as above.
- ii. In case of emergencies the beneficiaries can go directly to any recognized/approved pvt. Hospital of his/her own choice for treatment and the hospital shall not ask for referral and shall not refuse admission/treatment.
- iii. There will be no credit facility for employees of Municipal Corporations of Delhi.
- iv. C & D categories of employees who are in receipt of monthly medical allowance are entitled for reimbursement of expenditure incurred in the treatment of specific diseases condition covered under the list annexed as G-I.

4. The conditions of emergency are as under: -

- (a) Acute Coronary Syndromes (Coronary Artery By-pass Graft/ Percutaneous Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Myocarditis, Cardiac Tamponade, Acute Left ventricular Failure/Severe Congestive Cardiac Failure, Accelerated Hypertension, Hypertensive emergencies, Complete Heart Block and Strokes Adam attack, Acute Aortic dissection.
 - (b) Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.
 - (c) Cerebrovascular Attack-Stroke, Sudden Unconsciousness, Head injury, Respiratory failure decompensated lung disease, Cerebro Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
 - (d) Respiratory failure, decompensated lung disease, Pneumothorax, Haemothorax.
 - (e) Acute Abdomen :- Hepatitis, Amoebic liver abscess, obstructive jaundice, Biliary colic, Acute cholecystitis/choledochocystitis, Acute pancreatitis, Pancreatic abscess, Acute appendicitis, Acute intestinal colitis, Acute gastritis, Peptic ulcer, Perforative peritonitis, Renal Calculus, PUJ Obstruction, Pyonephrosis, Pyelonephritis, Ureteric calculus, Acute or Subacute intestinal obstruction, Obstructed Hernia, Enteritis, Tubercular Abdomen, Mesenteric lymphadenitis, Diverticulitis and any other miscellaneous acute conditions.
 - (f) Road traffic Accidents, Head injuries, With injuries including fall, other injuries, electrocution, drowning, fractures etc.
 - (g) Dengue Fever (complicated), Chickengunia.
 - (h) Acute poisoning, snakebite.
 - (i) Acute Renal Failure.
 - (j) Acute abdomen in female including acute Obstetrical and Gynecological emergencies.
 - (k) Heat Stroke / exhaustion.
 - (l) Any other life threatening emergent condition which is not covered above.
5. Inpatient accommodation would be permissible to the beneficiaries in accordance with their approved entitlement.
6. (a) That it will charge the municipal beneficiary or his family members within the ceiling limits as described and contained in the Schedule of prevailing approved charges for Central Govt. Health Scheme.
(b) Hospital which are not covered under CGHS, will also follow the same approved rates.
(c) I.S.M.- Hospital under ISM will charge as per prevailing rates approved by Govt. of Delhi or as per CS(MA) Rules, 1944.
7. That the contracting party (Hospital/doctor) shall not charge an amount more than the amount agreed in the package from any municipal beneficiary or member of his family for a period of two years from the date of signing this Agreement and until such time the prescribed rates are revised by the Central Govt Health Scheme.
8. That during In-patient Department (IPD) treatment of the Municipal beneficiary, the hospitals would not ask the beneficiary to purchase separately the medicines from outside but bear the cost of its own as the package deal rate fixed by the CGHS at *Annexure-I* includes the cost of drugs, surgical instruments and other medicines etc.
9. In case rates for various procedures in a particular hospital are lower than the rates fixed by the CGHS, then hospital will charge the actual rates and not the CGHS rates.

10. In case an item, if essential for the treatment, but the same is not covered in the package, in that event, it will be reimbursed separately by the concerned department.
11. The contracting parties shall not discriminate in the provision of facility and treatment in any manner whatsoever against the municipal beneficiary receiving treatment in the hospital as compared to other patients of equal status and coming for treatment in the hospital.
12. The hospital shall provide access to the financial and medical records for own assessment and review by medical and financial auditors of the Municipal Corporations of Delhi, as and when required and the decision of Municipal Corporations of Delhi on necessity or requirement shall be final.
13. The treatment provided by the hospital shall be appropriate and most economical.
14. The Hospital shall also provide reports in the prescribed format to the concerned Addl. DHA (Medical & TB) Municipal Corporations of Delhi in respect of the municipal beneficiaries treated on monthly basis by the 10th day of the succeeding calendar month.
15. Any liability arising out due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital/diagnostic center who shall alone be responsible and liable for the defects in rendering such services.
16. In case of any complaint of overcharging, the Director Hospital Administration, SDMC is authorized on behalf of all the three Corporations to undertake thorough enquiry, derecognize _____ (name of hospital), without any notice. This shall be without any prejudice to any other action to be taken as per the terms herein contained including recovery of overcharged amount.
17. In case of any malpractice by any registered institution is detected / proved, D.H.A., SDMC in the capacity of registering/empnelment authority may consider the cancellation of the registration of the institution. Besides, D.H.A./SDMC is also authorized to initiate criminal proceedings, if required, against the Head of the Department concerned of _____ (Second Part).
18. The Hospital shall deposit cash security with the SDMC as per rates indicated below immediately before execution of this Agreement:-

Category	Type of Hospital	Amount of Security Money
Category - A	Corporate hospital/super – specialty hospital	Rs. 1,00,000.00 (Rs. One Lac Only)
Category - B	Trust / Partnership / Single Owner / General Purpose Hospital / Diagnostic Center	Rs.50,000.00 (Rs. Fifty thousand only)

19. This Agreement will be co-terminus along with the contract agreement with existing private health institutions, which is valid up to, and can be extended if mutually agreed upon by both parties.

Termination of Agreement

20. The Agreement may be terminated by one calendar month's notice in writing by the Director Hospital Administration, South Delhi Municipal Corporation after consultation with all the three Corporations.

21. The security deposit or part thereof may be refunded after termination of this Agreement. No interest shall be paid on the amount of security deposit.
22. In case the Second party gets wind up or partnership is dissolved, this agreement shall, ipso-facto, be treated as terminated but termination of this Agreement shall not relieve the Second Party or its subsequent partners/beneficiaries/heirs etc. from any civil/ criminal liability in respect of the services provided by the Hospital during the period when the Agreement was in force.
23. The Municipal Corporations of Delhi shall have a lien and also reserve the right to retain and set off against any sum which may, from time to time due to and payable to the hospital hereunder, any claim which the Municipal Corporations of Delhi may have against the hospital under this or any other Agreement between the same parties
24. The Municipal Corporations of Delhi shall be at liberty at any time to terminate this Agreement on giving seven days notice in writing to the hospital for breach of any of the terms and conditions of this Agreement.

Provisions against unfair practices, if adopted by the Second Party.

25. In case the second party is found to be involved in adopting any unfair practices including taking bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the hospital in any manner by the any of its officers or staff including Proprietor, Partner, Director etc. or their agent or servant or any one else on their behalf to any officer, servant or representative of the Municipal Corporations of Delhi or any member of the family of any officer, servant or representative of the Directors Hospital Administration of Corporations in relation to the obtaining or execution of this or any other Agreement with the Municipal Corporations of Delhi, then the Municipal Corporations of Delhi shall without prejudice to their other rights and remedies be entitled notwithstanding any criminal liability which the hospital may incur, cancel this Agreement and any other Agreement entered into by the hospital with the Municipal Corporations of Delhi and to recover from the Hospital any loss or damages resulting from any such cancellation. Any question or dispute as the commission of any offence under this clause shall be decided by the Director Hospital Administration, South Delhi Municipal Corporation in such a manner and in such evidence or information as he / she shall think fit and sufficient and his / her decision shall be final and conclusive.
26. Subject as otherwise, provided in this Agreement, all notices may be given or taken by the Director Hospital Administration, South Delhi Municipal Corporation or any officer for the time being entrusted with the functions and powers of the said Director Hospital Administration, South Delhi Municipal Corporation.
27. The administrative cost of the hospital & all other expenses required by the hospital for the purpose of this Agreement shall be borne by the Second Party (Hospital).

Settlement of Dispute

28. In the event of any question, dispute or difference whatsoever at any time arising under the conditions or Agreement or in any manner under this Agreement or in any way relating thereto or the true meaning or interpretation of any of the provisions thereof (except as the any matters for which the decision is specifically provided for in the conditions of the Agreement), the same shall be a reference of the respective Corporation/s against which the above reference arises, local jurisdiction of which shall be the Courts of Delhi only.

29. In the event any legal proceeding arising out of consumer protection act, negligence/criminal negligence committed by the recognized/empanelled hospitals, any compensation if payable thereof shall be entirely the responsibility of concerned private recognized/empanelled hospital. No liability on the account shall be fastened on Municipal Corporations of Delhi in any manner.

30. The Hospital concerned shall pay all expenses incidental to the preparation and stamping of this Agreement.

31. The original copy of this Agreement shall be kept at the office of Director Hospital Administration, South Delhi Municipal Corporation and a true copy shall be retained in the office of the hospital.

In witness whereof, Director Hospital Administration, Municipal Corporations of Delhi for and on behalf of the Commissioners of Municipal Corporations of Delhi and the authorized representative of the above named Hospital have hereunto set their respective hands the day and year first above written, in the presence of the following witnesses:

For and on behalf of Commissioner, North Delhi
Municipal Corporation/ Commissioner, South Delhi
Municipal Corporation and Commissioner, East
Delhi Municipal Corporation
(Name _____)

Authorized signatory of South Delhi Municipal
Corporation

Witness:

1. _____

2. _____

For and on behalf of M/s

Hospital

(Authorized signatory)

(Rubber Seal)

Witness:

1. _____

2. _____

