AGREEMENT

BETWEEN

**DELHI DEVELOPMENT AUTHORITY**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This agreement is made on this\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ between DDA acting through Accounts Officer having its office at G-Block, 1st floor, Vikas Sadan, INA New Delhi-110023 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the second part whereas, the Delhi Development Authority is providing comprehensive medical care facilities to its employees/pensioners/family pensioners.

And whereas, DDA propose to provide treatment and diagnostic facilities to the beneficiaries in the private recognized hospital in Delhi and NCR and other hospitals of any state willing to give CGHS facilities to DDA.

And whereas, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_has offered to give all medical services available in Hospital/Diagnostic centre/Dental Clinic/Eye Clinic subject to the following term and conditions:

Now, therefore, it is hereby agreed between the parties as follows:

1. The Hospital/Diagnostic Centre/Dental Clinic/Eye Clinic shall be empaneled with CGHS/DGHS/ECHS and approved by NABH/NABL/QCI.
2. The Hospital/Diagnostic Centre/Dental Clinic/Eye Clinic will provide the Medical Facilities to DDA medical beneficiaries at the same rates and same terms & conditions as that contained in the Model/standard Agreement of CGHS including cash payment discount, if any, from time to time. This discount is applicable on total amount of the bill.
3. The Hospital/Diagnostic Centre/Dental Clinic/Eye Clinic is empanelled for treatment on the basis of upfront payment to be made by the beneficiaries.
4. The treatment will be given to employees on production of valid identity/medical Card issued by the DDA.
5. DDA medical beneficiaries shall be attended on priority basis.
6. The Hospital/Diagnostic Centre/Dental Clinic/Eye Clinic shall not make any commercial publicity projecting the name of DDA. However, the fact of empanelment under DDA shall be displayed at the premises of the empaneled hospitals indicating that the charges will be as per CGHS approved rates.
7. This agreement shall remain in force **upto 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.
8. The Hospital will submit the Performance Bank Guarantee from a Scheduled Bank for **Rs. 5 lakhs** and Diagnostic Centre/Dental Clinic/Eye Clinic will submit the Performance Bank Guarantee from a Scheduled Bank for **Rs. 1 Lakhs** respectively as Security Deposit for due performance of the Contractual obligations for a period upto 30 months i.e. six months beyond empanelment period to ensure efficient service and to safeguard against any default.
9. In case of any violation of the provision of agreement by empaneled hospitals such as
10. Refusal of services
11. Undertaking unnecessary procedures
12. Prescribing unnecessary drugs/investigations
13. Intentional hiking of bills
14. Discrimination against DDA medical beneficiaries
15. Repeated complaints by DDA medical beneficiaries

The amount **of Performance Bank Guarantee will be forfeited** and DDA shall have right to de-empanel such Hospital/Diagnostic center/Dental Clinic/Eye Clinic as the case may be. The decision of DDA will be final.

1. In case Hospital/Diagnostic center/Dental Clinic/Eye Clinic no longer wishes to continue empanelment with DDA, it can apply for exclusion from panel of DDA by giving **three-month prior notice**. Patient already admitted shall continue to be treated.

# MISCELLANEOUS

* 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 DDA and the Hospital, Exclusive Eye Centre, Exclusive Dental Clinic, Diagnostic Centre. The Hospital, Exclusive Eye Centre, Exclusive Dental Clinic, Diagnostic Centre shall work or perform their duties under this Agreement or otherwise.
* The DDA will not be responsible in any way for any negligence or misconduct of the Hospital, Exclusive Eye Centre, Exclusive Dental Clinic, Diagnostic Centre and its employees for any accident, injury or damage sustained or suffered by any DDA medical beneficiaries 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.
* The Hospital/ Exclusive Eye centre/Exclusive Dental clinic/ Diagnostic Centre 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.
* This Agreement can be modified or altered only on written agreement signed by both the parties.
* Should the Hospital/ Exclusive Eye centre/Exclusive Dental clinic/ Diagnostic Centre get wound up or partnership is dissolved, the DDA 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, Exclusive Eye Centre, Exclusive Dental Clinic, Diagnostic Centre during the period when the Agreement was in force.
* The Hospital, Exclusive Eye centre, Exclusive Dental clinic, Diagnostic Centre shall bear all expenses incidental to the preparation and stamping of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed on the day month and the year first above mentioned.

Signed by:

Authorized Rep. of Signed by DDA

Hospital/Diagnostic Center/Dental Clinic/Eye Clinic.

 In the presence of

 1.

 2.