



कर्मचारी भविष्य निधि संगठन
(श्रम एवं रोजगार मंत्रालय-भारत सरकार)
Employees' Provident Fund Organisation
(Ministry of Labour & Employment, Govt. Of India)



क्षेत्रीय कार्यालय / Regional Office

भविष्य निधि भवन, विभूति खण्ड, गोमती नगर, लखनऊ 226010

Bhavishya Nidhi Bhavan, Vibhuti Khand, Gomati Nagar, Lucknow-226010

ई-मेल : ro.lucknow@epfindia.gov.in फोन : 0522-2354935, 2304998 फैक्स-0522-2304944

No. 15469 /EPF/RO/LKO/Adm./Cashless

Date: 12.7.2018

प्रस्ताव आमंत्रण सूचना

कर्मचारी भविष्य निधि संगठन, क्षेत्रीय कार्यालय, लखनऊ अपने अधीन आने वाले जिलों लखनऊ, बाराबंकी, सीतापुर, लखीमपुर खीरी, हरदोई एवं रायबरेली के ख्याति प्राप्त सीजीएचएस चिकित्सालयों (Hospitals) से कर्मचारी भविष्य निधि संगठन, लखनऊ के सेवानिवृत्त पेंशनर को सीजीएचएस दरों पर कैश लेश चिकित्सा सुविधा प्रदान करने हेतु प्रस्ताव आमंत्रित करता है, जो की अनुबंध अनुमोदन के दो वर्ष पर्यंत तक लागू होंगे। यह भी सुझाव दिया जाता है कि प्रस्ताव /लिफाफे के ऊपर "सेवानिवृत्त पेंशनर को सीजीएचएस दरों पर कैशलेश चिकित्सा सुविधा प्रदान करने हेतु" केवल प्रेषिती द्वारा खोला जाए" लिखकर श्री अजेन्द्र कुमार त्रिपाठी, सहायक भ.नि.आयुक्त, प्रशासन के नाम पर दिनांक 10.08.2018 शाम 04:00 बजे तक प्रस्तुत करें दिनांक 10.08.2018 शाम 04:00 बजे तक प्राप्त प्रस्ताव को क्षेत्रीय कार्यालय, लखनऊ की कार्यालय समिति द्वारा उसी दिन दिनांक 10.08.2018 शाम 04:30 बजे ही खोल दिया जायेगा। समिति द्वारा प्रस्ताव खोलते समय चिकित्सालय के प्रतिनिधियों को उपस्थिति की अनुमति दी जाती है।

इस कार्यालय के पास बगैर कोई कारण बताये किसी भी प्रस्ताव अथवा सभी प्रस्तावों को निरस्त करने का अधिकार होगा किसी भी विवाद की स्थिति में क्षेत्रीय भविष्य निधि आयुक्त लखनऊ का निर्णय अंतिम होगा।

संलग्नक: अनुबंध की प्रति

भवदीय,
अजेन्द्र कुमार त्रिपाठी

(अजेन्द्र कुमार त्रिपाठी)

सहायक भविष्य निधि आयुक्त-प्रशासन

सेवा में,

- 1- क्षेत्रीय भविष्य निधि आयुक्त(N.D.C.)को इस अनुरोध के साथ कि उपरोक्त प्रस्ताव आमंत्रण की सूचना को EPFO की वेबसाइट पर अपलोड करें।

AGREEMENT

BETWEEN

Additional Central Provident Fund Commissioner (Uttar Pradesh)

AND

HOSPITAL

This agreement is made on _____ (Date) _____
by and between Additional Central P. F. Commissioner (UP) representing the Central Board of Trustees (CBT), Employees' Provident Fund Organization (EPFO) having its Offices, at Regional Office, Lucknow Bhavishya Nidhi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010.

AND

[Name _____ of _____ the _____ Hospital]

registered
office _____
_____ through Shri/Smt. _____
_____ (designation), authorized officer, **Lucknow** (herein after called the empanelled Hospital) having its office at _____ **Lucknow** and assigns on the Second Part.

WHEREAS the RPFC- Lucknow is providing medical facilities to its pensioners and their dependant family members under the provision of CSMA Rules, 1944 (herein after called Beneficiaries).

WHEREAS the RPFC- Lucknow proposes to provide medical facility by empanelled CGHS hospital to the beneficiaries i.e. Pensioners drawing pension from Regional Office- Lucknow, and their dependent family members on cashless basis and for the said purpose the list of beneficiaries (duly updated) will be provided by the RPFC to the empanelled hospital.

AND WHEREAS, _____, Hospital has given its consent for empanelment and agreed to provide the facilities under CGHS approved rates and also agreed to comply with all the conditions mentioned in EPFO, Head Office guidelines contained in Annexure-A annexed herewith.

The above entitlement will get modified from time to time as per the instruction issued by Government of India, Ministry of Health & Family Welfare applicable to CGHS facilities.

8. In case of any natural disaster/epidemic, the Hospital shall fully cooperate with the RPFC and will convey/reveal all the required information, apart from providing treatment.
9. The Hospital will treat the beneficiary/ patient only for the condition for which they are referred with permission and in the specialty and/or purpose for which they are approved by the RPFC. In case of unforeseen emergencies of these beneficiary/patients during admission for approved purpose/procedure, necessary life saving measures be taken by the Hospital and concerned RPFC may be informed accordingly with justification within 24 hours in writing by the Hospital. The treatment requirements and entitlements for emergency and non-emergency cases shall be as described in para 13 of Annexure-A.
10. In case of planned procedure duly recommended by the medical authority of Government Hospital, the beneficiary must obtain prior permission from concerned RPFC. Only on production of the permission letter of the authorized officer of the RPFC, the empanelled Hospital shall provide necessary treatment to the beneficiary, otherwise such claim would not be entertained.
11. The duration of indoor treatment for specialized and other procedures will be as per CGHS terms and conditions.
12. The Hospital will not refer the beneficiary/patient to other specialist/other Hospital, except Govt. Hospital or the hospital with whom the RPFC has entered into a similar agreement.
13. Appropriate action, including removing from empanelment and/or termination of this agreement may be initiated on the basis of a complaint, medical audit or inspection carried out by team appointed by Appropriate Authority.

15. **PAYMENT SCHEDULE:**

The empanelled Hospital will submit the bill within 07 days of the discharge of patient and will allow a discount of 10% on payments that are made within 10 days from the date of submission of bill to the RPFC directly, from where the beneficiary is drawing monthly pension. The empanelled Hospital will provide the details of the referred cases in hardcopy along with bills and other relevant documents to the RPFC of the office from where the beneficiary is drawing pension. The RPFC will ensure payments as early as possible, within a period of 30 days from the date of submission of the bills, if the bills are otherwise complete in all respects.

default sent to the Hospital, terminate the Agreement in whole or part in the event of following eventualities:-

- (a) If the Hospital fails to provide any or all the services for which it has been recognized within the period (s) specified in the Agreement; or within any extension thereof if granted by pursuant to the Condition of Agreement; or
 - (b) If the Hospital fails to perform any other obligation (s) under the Agreement; or
 - (c) If the Hospital, in the judgment of the Appropriate Authority has engaged in corrupt or fraudulent practices in competing of or in executing the Agreement.
- 22.2 If the Hospital is found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended without any notice and thereafter may terminate the agreement after giving show cause notice and after considering its reply, if any, received within 10 days of receipt of show cause notice.

(b) BY CONSENT

22.3 Any of the parties to the agreement, if for any reason wishes to terminate the agreement, it can do so by giving a minimum three months notice to the other party.

22.4 It is further agreed that during the period notice either of the party serving the notice shall abide by the terms and conditions or continue to discharge their obligations under the agreement till the expiry of notice period.

23 INDEMNITY

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

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

26.8 A recognized CGHS private Hospital whose rates of a procedure/test facility are lower than the approved CGHS rates shall charge the RPFC beneficiaries as per such lower to rates.

27. PERFORMANCE BANK GUARANTEE

Hospital shall have to furnish a performance Bank Guarantee of Rs. 1.00 lakhs valid for a period of 02 years to ensure efficient service and to safe guard against any default. In the event of extension of the agreement for further period, the Hospital shall furnish a revised performance Bank Guarantee for extended period immediately on extension of the agreement.

28. NOTICES

28.1 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 of the post to the other Party's address as below:

Regional P.F. Commissioner-I, Lucknow Bhavishya Nidhi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010.

Chief Executive Officer, Head of Administration _____
Kanpur.

28.2 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 the remarks like refused, left, premises locked etc.

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:-

Regional P.F. Commissioner-I, Lucknow

Witness:

1 _____

2 _____

Chief Executive Officer/Head of Administration

Witness:

1 _____

2 _____