644/C

AGREEMENT

This agreement made on.....and entered into this ..... Day of .....2026 between the Administrative Officer, Delhi Pollution Control Committee(DPCC), 3rd Floor, Delhi IT Park, DMRC Building, Shastri Park, Delhi-110053 (Which expression, unless repugnant to the context or excluded shall include its successors-in-office and assigns) of the First Party and

..... a company registered under Companies Act, 1956/Society registered under Indian Societies Act, 1860 having its registered office at ..... represented by its Managing Director/Director/Partner/Properietor/Secretary/President/Representative..... ..... duly authorized to enter into this Agreement vide Company/Society/Trust Resolution No..... dated..... duly authenticated copy is annexed to this Agreement (hereinafter called 'Hospital' which expression unless repugnant to the context or excluded shall include its successors and assigns) of the Second Party.

Whereas,..... (HCF), has been provisionally recognized by the DPCC for the same specialties as recognized under DGEHS, for providing treatment to beneficiaries covered under the 'DPCC Employees Medical Facilities (DEMF)' scheme, including serving and retired employees of the Delhi Pollution Control Committee (DPCC): -

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. The..... ..... is recognized by DPCC under the scheme "DPCC Employees Medical Facilities (DEMF)" (hereinafter referred to as DEMF) for treatment of the beneficiaries and members of their family subject to the conditions hereinafter mentioned.
2. That Hospital/Diagnostic Centre/Health Care Facility shall display the Logo of DPCC and the specialties recognized by the DPCC so as to enable the beneficiaries to avail medical facilities easily and as per need.
3. There is no need for authorization/permission for entitled treatment for self and dependent family members in private empanelled hospitals in regard to all the ex-employees and serving employees of DPCC and their dependent(s).

   The beneficiaries have been allowed to undertake direct treatment as admissible under the provisions of the scheme as per entitlement from DPCC empanelled private hospitals in the specialties the hospital is recognized for.

   The beneficiary and their dependents shall be allowed treatment as per DGEHS rates in empanelled private hospitals/diagnostic centres. The payment to empanelled Hospitals/Diagnostic Centre/Health Care Facility for such treatment shall be made by DPCC as per office order No. DPCC/(3)(5)(8)/Admin-22/7891-98 dated 23.03.2026 or any office order issued in future in this regard.

Cashless treatment shall be provided to the retirees and their dependent family members on production of Medical Facility Card issued for a specific period from DPCC. The bills in respect of such beneficiaries shall be submitted to DPCC for payment under cashless scheme.

4. (a) That the hospital/HCF shall provide treatment to the DPCC beneficiaries (both serving employees and ex-employees) on production of DPCC Medical Facility Card.

   (b) That in case of Ex-employees and their dependents in routine, the Hospital/Diagnostic Centre/Health Care Facility shall provide treatment on production of a valid DPCC medical facility card i.e. the empanelled private Hospital/Diagnostic Centre/Health Care Facility shall not refuse admission/investigation or demand an advance payment from the ex-employees or his family member(s) and shall provide credit facilities to the patient on production of a valid DPCC medical facility card. The hospital shall submit the bills for reimbursement as per approved rates of DGEHS/CGHS to the DPCC in case of Ex-employees. The department will make the reimbursement to the hospital within 90 days. No interest shall be payable in case of delay for any reason.

5. (a) That Hospital/Diagnostic Centre/Health Care Facility will charge the DPCC's beneficiary or his family member(s) within the ceiling limits as prescribed and contained in the approved charges of Delhi Govt. Employees Health Scheme as applicable at the time of signing of the agreement and as revised from time to time. In case, there are no DGHS prescribed rates for any test/ procedure, then CGHS/AIIMS rates shall be applicable. If there are no CGHS/AIIMS rates, then reimbursement is to be arrived at by calculating admissible amount item-wise (e.g. room rent, investigations, cost of medicines, procedure charges etc.) as per approved rates/actual whichever is less, in case of investigations.

   (b) Indian System of Medicine (I.S.M)- Hospital under ISM will charge as per prevailing rates approved by Govt. of Delhi or as per CS (MA) Rules, 1944.

6. That the contracting party (Hospital/Diagnostic Centre/Health Care Facility/doctor) shall not charge an amount more than that the amount agreed in the DGEHS package rates presently in force from any DPCC beneficiaries or members of his/her family until such time the prescribed rates are revised by the DGEHS. If no DGEHS rates are available the rates shall be decided as per criteria mentioned in Para 5(a) above.

7. That during In-Patient Department (IPD) treatment of the DPCC beneficiary, the hospitals shall not ask the beneficiary to purchase separately the medicines or any item/logistic related to beneficiary treatment from outside but bear the cost of its own at the package deal rate fixed by the DGEHS/CGHS which includes the cost of drugs, surgical instruments and other medicines etc.

   a. Package Rate shall mean and include lump sum cost of inpatient treatment/day care/ diagnostic procedure for which a DPCC beneficiary is 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/Consultation visit charges, (viii) ICU/ICCU charges, (ix) Monitoring charges, (x) Transfusion charges, (xi) Anaesthesia 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, (xvi)

related routine and essential investigations, (xvii) Physiotherapy charges etc. (xviii) Nursing care and charges for its services.

b. Cost of implants is reimbursable in addition to package rates as per DGEHS/CS (MA) ceiling rates for implants or as per actual whichever is less, in case there is no DGEHS prescribed ceiling rates, the same may be regulated with reference to the approved rates under CGHS or actual whichever is less. If there are no prescribed rates under CGHS, the same may be regulated with reference to AIIMS rates or actual, whichever is less.

c. Treatment charges for new born baby are separately reimbursable in addition to delivery charges for mother.

d. Hospitals/Diagnostic Centres /Health Care Facilities empanelled under DPCC shall not charge more than the package rate/rates prescribed by DGEHS to the employees of DPCC and their dependents.

e. Expenses on toiletries, cosmetics, telephone bills etc. are not reimbursable and are not included in package rates.

f. Package rates envisage duration of indoor treatment as follows :

Up to 12 days-for Specialized (Super Specialties) treatment
Up to 7 days-for other Major Surgeries
Up to 3 days- for laparoscopic Surgeries/normal deliveries
1 day- for day care/Minor Surgeries

g. No additional charges on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure or due to any improper procedure and is not justified.

h. In case, there are no DGEHS/CGHS prescribed rates for any test/procedure, then AIIMS rates are applicable. If there are no AIIMS rates, then reimbursement is to be arrived at by calculating admissible amount item-wise (e.g. room rent, investigations, cost of medicines, procedure charges etc.) as per OM dated 18.12.2025 of DGEHS, approved rates/actual, in case of investigations. Room rent applicable as on date is: -

General Ward	(Basic pay up to Rs. 36,500/- per month)	Rs.1500/- per day
Semi-Private Room	(Basic pay between Rs. 36,500/- to Rs. 50,500/- per month)	Rs.3000/- per day
Private Room	(Basic pay above Rs.50,500/- per month)	Rs.4500/- per day

The above may change as per instructions issued by DGEHS/CGHS from time to time and same shall be communicated to all concerned. The empanelled Hospital/Diagnostic Centre/Health Care Facility shall not charge more than approved room rent charges applicable from time to time.

8. In case, rates for various procedures, which are lower than the rates fixed by the DGEHS, then reimbursement would be at the actual rates charged by the Hospital/Diagnostic Centre/Health Care Facility and not as per the DGEHS rates.

9. In case, the item is essential for the treatment, but the same is not covered in the package, in that event, it will be reimbursed separately by DPCC.
10. The contracting parties shall not discriminate in the provision of facility and treatment in any manner whatsoever against the DPCC beneficiary receiving treatment in the Hospital/Diagnostic Centre/Health Care Facility as compared to other patient of equal status and coming for treatment in the Hospital/Diagnostic Centre/Health Care Facility.
11. The Hospital/Diagnostic Centre/ Health Care Facility shall provide access to the financial and medical records for own assessment and review by medical and financial auditors of the DPCC/Delhi Govt./Central Govt., as and when required and the decision of DPCC/Delhi Govt./ Central Govt. on necessity or requirement shall be final.
12. The Hospital/Diagnostic Centre/ Health Care Facility shall also provide reports in the prescribed format to the Administrative Officer, DPCC in respect of the beneficiaries treated on monthly basis by the 10th day of the succeeding calendar month.
13. The Hospital/Diagnostic Centre/ Health Care Facility shall indemnify and hold harmless health services against any damages suffered by DPCC which directly result from the negligence or default on the part of the Hospital or its employees, contractors' agents, servants etc. This liability at the Hospital/Diagnostic Centre/ Health Care Facility shall survive the termination or expiry of this agreement. Any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the Hospital / Diagnostic Centre/ Health care Facility who shall alone be responsible and liable for the defects in rendering such services. If the empanelled Hospital/Diagnostic Centre/ Health Care Facility fails to meet out the liability due to any default or negligence in providing medical facility to the beneficiary concerned within the stipulated time, DPCC shall recover the equal amount from any money due or accrue to the empanelled hospital under the agreement.
14. In case of any complaint of overcharging, the DPCC may after enquiry, impose a fine amounting to Rs. 10000/- (Rupees Ten Thousand) per incidence in addition to the recovery of the overcharged amount. Further on repeated default he may derecognize/de-empanel M/s..... and such decision shall be final, without any notice, and this shall be without any prejudice to any other action to be taken as per the terms herein contained including recovery of overcharged amount. In case of any eventuality, if the empanelled hospital fails to deposit the penalty within the stipulated time DPCC shall recover the equal amount from any money due or accrue to the empanelled hospital under this agreement.
15. In case any malpractice by any empanelled institution is detected/proved, DPCC in the capacity of empanelling authority will consider the cancellation of the empanelment of the Hospital/Diagnostic Centre/ Health Care Facility coupled with criminal proceedings against it by the Head of the Department concerned.
16. Terms and conditions of this Agreement shall be binding on both the parties.
17. (a) This Agreement is valid for five years till..... from the date of its execution by the DPCC. The agreement is extendable on mutual agreement subject to satisfactory performance by the Hospital/Diagnostic Centre / Health Care Facility on same terms and conditions.

(b) Hospital/Diagnostic Centre / Health Care Facility which are empanelled under DPCC on the basis of empanelment under DGEHS, the empanelment under DPCC shall only be for the same specialties as empanelled under DGEHS. The hospital shall provide OPD services in all the concerned specialties as empanelled under DGEHS. The hospital shall provide OPD services in all the concerned specialties. The empanelment under DPCC shall stand automatically terminated whenever the empanelment of the Hospital/Diagnostic Centre / Health Care Facility is terminated with CGHS/DGEHS due to any reason whatsoever.

18. The Agreement shall be terminated by one calendar month's notice in writing by the DPCC without assigning any reasons.

19. When the Hospital/Diagnostic Centre/ Health Care Facility get wound up or partnership or society or trust is dissolved, the DPCC shall have the power to terminate the Agreement but termination of the Agreement shall not relieve the Hospital/Diagnostic Center/ Health Care Facility or its successors or agents, employees, servants etc. from the civil/criminal liability in respect of the services provided by the Hospital/Diagnostic Center/ Health Care Facility during the period when the Agreement was in force.

20. The DPCC shall have a lien and also reserve the right to retain and set off against any sum which may, from time to become due and is payable to the hospital hereunder, any claim which the DPCC may have against the Hospital/Diagnostic Centre/ Health Care Facility under this or any other Agreement between the same parties.

21. In the event of any bribes, commission, gifts or advantage being given, promised or offered by or on behalf of the Hospital/Diagnostic Centre/ Health Care Facility or any of or its officers or staff including Proprietor, Partner, Director etc. or their agent or servant or anyone else on their behalf to any officer, servant or representative of the DPCC, or any member of the family of any officer, servant or representative of this or any other Agreement/MoU with the DPCC, then the DPCC shall without prejudice to their rights and remedies be entitled notwithstanding any criminal liability which the Hospital/Diagnostic Centre/ Health Care Facility may incur, cancel this Agreement and any other Agreement entered into by the Hospital/Diagnostic Centre/ Health Care Facility with the DPCC and to recover from the Hospital/Diagnostic Centre/ Health Care Facility any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any officer under this clause shall be decided by the Member Secretary, DPCC in such manner and with such evidence or information as he shall think fit and sufficient and his decision shall be final and conclusive.

22. Subject as otherwise, provided in this Agreement, all notices may be given or taken by the Member Secretary, DPCC or any designated officer being entrusted with the functions and powers of the Member Secretary, DPCC.

23. The administrative cost of the Hospital/Diagnostic Centre/Health Care Facility and all other expenses required by the hospital for the purpose of this Agreement shall be borne by the Second Party (Hospital/Diagnostic Centre / Health Care Facility).

24. In the event of any question, dispute or difference whatsoever at any time arising under the conditions of Agreement or in any other manner under this Agreement or in any way relating

there-to or the true meaning or interpretation of any of the provisions thereof (except 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 appointed by the Chairman, DPCC or his nominee and the decision of the Arbitrator shall be final and binding on both the parties.

In the event of the arbitrator appointed by the Chairman, DPCC or his nominee dying, neglecting or refusing to act or resigning or being incapable or unable to act for any reason, whatsoever, it shall be lawful for the Chairman, DPCC or his nominee to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid.

Subject to the above the Arbitration and Conciliation Act, 1996 or any modification or replacement and the Rules hereunder and any statutory modifications thereof for the time being in force shall apply to the arbitration proceeding under this clause.

25. 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 sent by registered post to the address stated hereinbefore and to the DPCC, if delivered to the DPCC or sent by registered post.

26. The original copy of this Agreement shall be kept at the office of DPCC and a true copy shall be retained in the office of the Hospital/Diagnostic Centre / Health Care Facility.

In witness whereof, The Administrative Officer, DPCC for and on behalf of Delhi Pollution Control Committee and the authorized representative of the above-named Hospital/Diagnostic Centre/Health Care Facility have hereinto set their respective hands the day and year first above written, in the presence of the following witness: -

For and on behalf of	**For and on behalf of DELHI POLLUTIONCONTROL COMMITTEE**
Hospital/Doctor	**Administrative Officer, DPCC**
(Name.....)	
	(Rubber Seal)
(Authorized Signatory)	**(Authorized Signatory)**
Witnesses	**Witnesses**
1._____	**1.**_____
_____	_____
_____	_____
2._____	**2.**_____
_____	_____
_____	_____