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**Government of West Bengal  
Finance Department  
Audit Branch**

**No: 3475 F**

**dt. : 11.05.09.**

**Memorandum**

The State Government pensioners and their family members are entitled to the medical facilities under the West Bengal Services (Medical Benefits for the State Government Pensioner) Rules, 1998 as amended from time to time.

Very often Pensioners find it difficult to get treatment for themselves and their family members in Govt. hospitals for want of accommodation. As a result, the State Govt. Pensioners and their family members are forced to get admission in Private hospitals/ Nursing homes and in such cases no reimbursement of cost of treatment is admissible as per the said rules. Even if admission can be acquired in Govt. hospital, reimbursement of cost of medicines purchased from outside and cost of devices procured for treatment is extremely inadequate.

(2) Considering the problems faced by the State Govt. Pensioners/ family pensioners in the matter of medical attendance and treatment as well as reimbursement of the medical expenses it was decided to extend the benefits of the West Bengal Health Scheme, 2008 to the State Government Pensioners and their family members (Clause- 16 of the West Bengal Health Scheme, 2008). Now the Governor is pleased to extend the benefits of the West Bengal Health Scheme, 2008, in addition to the West Bengal Services (Medical Benefits) Rules, 1998, as subsequently amended, to the State Government Pensioners and their family members with effect from 01/06/2009.

**(3) In these orders:**

- (i) "State Government Pensioner or family pensioner" means pensioners who are drawing/ entitled to draw pension/family pension w.e.f. 01.06.2009.
- (ii) "Pension" means the basic pension inclusive of commuted portion, if any. It covers all classes of pensions under The West Bengal Services (Death-Cum-Retirement Benefit) Rules, 1971 as amended from time to time or any other rules as issued by the Government of West Bengal for the employees under this State Government from time to time.
- (iii) "family pension" means basic family pension/ex-gratia family pension/ad-hoc family pension/ extraordinary family pension due on 01.06.09 under the West Bengal Services (Death-Cum-Retirement Benefit) Rules, 1971, the West Bengal Services (Extraordinary Pension) Rules, 1971 or Family Pension Scheme, 1965.
- (iv) "beneficiary" means a member of the family of a State Government pensioner.
- (v) "family", in relation to a State Govt. Pensioner, means-
  - (a) children including step-children and unmarried daughters,
  - (b) dependent minor brothers,
  - (c) dependent minor sisters,

- (d) father or mother whose family income does not exceed rupees one thousand five Hundred p.m.,
- (e) wife or husband, as the case may be ;

Note: (i) Son is considered to be dependent till he starts earning or attains the age of 25 years whichever is earlier. Son suffering from permanent disabilities either physically or mentally will be considered dependent without any age limit.

(ii) Unmarried daughter is eligible till she starts earning (irrespective of age).

(iii) It is the responsibility of the Pensioner concerned to intimate the Pension Sanctioning Authority when a ward is no more entitled to the benefits eligible under the West Bengal Health Scheme, 2008.

**(vi) 'Eligible State Govt. Pensioner'** means a State Govt. Pensioner enrolled under the **West Bengal Health Scheme, 2008.**

**(4) Enrolment:**

- (i) The provision of enrolment under the Scheme shall be optional.
- (ii) A State Govt. Pensioner/ Family pensioner shall not be entitled to draw regular medical relief with effect from the date of effect of such enrolment.
- (iii) A State Govt. Pensioner/ Family pensioner shall have the liberty to opt out of the Scheme of any time. Provided that where a State Govt. Pensioner/ Family pensioner or any family member has enjoyed any benefit under the Scheme, such pensioner shall not be allowed to opt out of the Scheme within five years from the month following the month in which he/ she enjoyed the benefit.
- (iv) A State Govt. Pensioner/ family pensioner seeking enrolment under the West Bengal Health Scheme, 2008 shall exercise option in Form No-I in duplicate along with an undertaking that upon enrolment under the Scheme such Pensioner/ Family pensioner shall forgo the regular medical relief drawn along with monthly pension.
- (v) The option referred to Sub-para (iv) shall be submitted to the Pension Sanctioning Authority. The Pension Sanctioning Authority after scrutinizing the option exercised by the pensioner shall issue a certificate of enrolment in Form-II in favour of the Pensioner/ Family pensioner to be effective from the first day of the month following the month in which the certificate is issued.
- (vi) The Pension Sanctioning Authority shall send one copy of the certificate to the concerned Pay and Accounts Office/ Treasury with a direction to discontinue the drawal of regular medical relief with effect from the first day of the month following the month in which the certificate is issued.

**(5) Facilities:**

An eligible State Govt. Pensioner and his/ her family members/ Family pensioner shall be entitled to the same medical attendance and treatment facilities as entitled by the State Government employees under clauses **5, 6, 7, 9** and **14** of the **West Bengal Health Scheme, 2008.**

**(6) Accommodation:**

In the case of medical attendance and treatment as an indoor patient in a hospital or an institution, an eligible State Govt. Pensioner/ family pensioner or beneficiary shall be entitled to such accommodation as mentioned in column- (4) of the table below, of the category of the state Govt. Pensioner as mentioned in

column- (2) to be determined on the basis of Basic Pay (Band Pay including Grade Pay) which he/ she drew before retirement or basic pension in column- (3) respectively, against the Sl. No as mentioned in column- (1) of the said table:-

Table

Sl. No. (1)	Category of Pensioner (2)	Basic Pay (Band Pay including Grade Pay) drawn before retirement/ Basic Pension (3)	Type of Accommodation (4)
1.	I	Above Rs. 27,000 p.m. / Rs. 13,500 p.m.	Private Ward
2.	II	Rs. 18,000 p.m. and above but below Rs. 27,000 p.m. / Rs. 9,000- Rs. 13,500 p.m.	Semi-Private Ward
3.	III	Below Rs. 18,000 p.m./ Rs. 9,000 p.m.	General Ward

Where the type of accommodation in a hospital does not correspond to the nomenclature as referred to column (4) of the table or any similar nomenclature, the Government shall, in consultation with the hospital authority, determine the entitlement of the beneficiary.

**(7) Issue of Identity Card to Pensioner and Family Members:**

- (i) The eligible pensioner and his/her family members shall be issued a photo-identity card with a unique identification number under seal and signature of the Pension Sanctioning Authority.
- (ii) The identification number of the Pensioner and beneficiary shall consist of three numbers, for example x/y/z where 'x' denotes the code number of the pensioner (P.P.O. number), 'y' denotes the serial number of the beneficiary belonging to the family of the pensioner (it being 1 in case pensioner himself/ herself) and 'z' denotes the total number of cards issued for the family of the pensioner.
- (iii) The blank identity cards with running serial numbers shall be supplied by the Finance Department on the basis of requisition received from pension sanctioning authorities through the Administrative Departments.
- (iv) The identity cards shall consist of two parts of which the issuing authority shall retain the first part and second part shall be handed over to the pensioner concerned.
- (v) A list of eligible Pensioners to whom identity cards have been issued shall be forwarded to the concerned Treasury Officer and also to the Finance Department.
- (vi) The identity card shall have a standard format and colour of the card shall be-
  - (a) **yellow**, in case of pensioners belonging to **Category I** mentioned in Table to **Para-6**;
  - (b) **pink**, in case of pensioners belonging to **Category II** mentioned in Table to **Para-6**;
  - (c) **white**, in case of pensioners belonging to **Category III** mentioned in Table to **Para-6**.
- (vii) A temporary family permit in Form-VI may be issued to a Pensioner enrolled under the Health Scheme by the Pension Sanctioning Authority for a period of six months, pending issue of photo-identity cards and such **temporary** family permit shall entitle the pensioner and his/her beneficiary to all the benefits of this scheme.

**(8) Intimation of medical attendance and treatment:**

An eligible Pensioner/ Family pensioner shall give intimation (Clause- 11 of the Scheme) within three days of commencement of medical attendance and treatment to the Pension Sanctioning Authority. Where a pensioner himself is undergoing treatment and not in a position to intimate personally, any member of his family may give such intimation.

**(9) Hospitals/ Nursing Homes/ Diagnostic Centres :**

Apart from the Govt. Hospitals, hospitals run by Municipal Corporations, Municipalities and other Local Bodies and State-aided Hospitals, the Private Hospitals, Nursing Homes, Institutions, Clinics, Laboratories, Diagnostic Centres, etc. as per list attached in **annexure 'A'** of the notification no. 3473 F dt. 11.05.09. are recognized for the purpose of the West Bengal Health Scheme, 2008.

An eligible Govt. pensioner shall show his/her Identity Card to the hospital/ diagnostic centre where he / she intends to get medical attendance and treatment. The hospital/ diagnostic centre shall provide accommodation etc. as per entitlement as mentioned in para-6 and provide medical services/ procedures, as are essential, to the eligible Govt. pensioner or family members under memorandum of agreement and shall charge for such services procedures/ investigations as per agreed rates. The beneficiary shall pay the costs to the Hospital/ Nursing Home/ Diagnostic Centre. However, in emergency, the Private Hospital shall not refuse admission or demand for advance from the eligible Govt. pensioner or his/her family members. The final bill shall be settled by the beneficiary before discharge.

**Note :** Private Hospitals/ Nursing Homes/ Diagnostic Centres etc. have been classified into three classes (vide annexure A of the notification no. 3473 F dt. 11.05.09.). The rates to be charged by these Service Providers from the eligible Govt. Pensioners shall be as

- (i) **Class -1 service provider:** 100% of approved rates or actual rate of the service provider whichever is less.
- (ii) **Class -2 service provider:** 80% of approved rates or actual rate of the service provider whichever is less.
- (iii) **Class -3 service provider:** 70% of approved rates or actual rate of the service provider whichever is less.

**(10) Rates :**

Rates for reimbursement of medical expenses for various treatments/ tests/ procedures have been specified under the Finance Department notification no. 3473 F dt. 11.05.09 (Annexure-B).

Private Hospitals, Diagnostic Centres, etc. shall charge for medical attendance and treatment of a beneficiary on the basis of approved rates or actual rates of the concerned hospital whichever is less. For indoor treatment Private Hospitals/ Diagnostic Centres shall charge medical expenses on the basis of package rate.

**"Package rate"** shall mean and include lump sum cost of in-patient treatment/ day care/ diagnostic procedures etc. **Package rate includes:**

- (i) Registration charges,
- (ii) Admission charges,
- (iii) Accommodation charges including patients diet,
- (iv) Operation charges,

- 
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- (v) Injection charges,
  - (vi) Dressing charges,
  - (vii) Doctor/ consultant 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, and
  - (xviii) Nursing care and charges for its services **but excluding expenses on telephone, tonics, toiletries, cosmetics, etc.**

Package rate does not include cost of implants. The reimbursement of the cost of implants is admissible as per approved W.B.H.S., 2008 rates or as per actuals in case, there is no prescribed ceiling.

In case, there is no "**package deal**" possible costs may be calculated for medical attendance, medicines, investigations, bed charges all procedures etc as per approved rates/ actuals.

**Note:** Actual cost of Pacemaker, coronary stents, heart valves, IOL, various artificial appliances, Neuro implants will be reimbursed in full. But when use of a dual chamber Pacemaker or use of more than two stents or use of more than one drug eluting stent are essential prior permission of the West Bengal Health Scheme Authority under the Finance Department is to be obtained.

**(11) Claims for reimbursement of the cost of medical attendance and treatment:-**

- (i) Application in Form-III for settlement of claim shall be made to the Pension Sanctioning Authority within three months of the completion of the treatment.
- (ii) The application referred to in sub-clause (i) shall be accompanied by the following documents:
  - (a) Essentiality Certificates in Form IV;
  - (b) Photocopy of the identity card issued to the pensioner, and where the claim relates to a member of the family of the pensioner, photocopy of the identity card issued to such member of the family of the pensioner;
  - (c) All original bills verified by the hospital, laboratory or institution;
  - (d) All original vouchers, cash memos and money receipts;
  - (e) Detailed lists of all medicines, laboratory tests, investigations, procedures, number of doctors' visits, etc. with dates, duly countersigned by an authorized person of the hospital where the

beneficiary has received medical attendance and treatment, along with a certificate from such authorized person to the effect that all charges are as per approved rates. In the bill prepared by the hospital, each service, procedure and investigation for which the beneficiary is charged should be specified, along with this reference number in the approved list;

- (f) Detailed list of all medicines purchased from outside and all laboratory tests, investigations and procedures done in a laboratory, institution or hospital other than the hospital where the patient has received medical attendance and treatment, along with a certificate from an authorized person of the hospital that such medicines had to be purchased or such laboratory tests, investigations and procedures had to be done on the advice of the attending physician of the hospital;
- (g) Photocopy of the intimation given to the Pension Sanctioning Authority regarding medical attendance and treatment of the eligible pensioner or family member of the pensioner;
- (h) Check list in form V.

#### **(12) Settlement of Claims:**

The application made under **Para-11** for reimbursement of the costs shall be processed by the concerned department, the Directorate or the office, as the case may be, under which the pensioner last worked. Provisions of the **Clause-13** of the West Bengal Health Scheme, 2008 shall be applicable for the pensioners. The expenditure shall be met from the head "**2071- Pension and other Retirement Benefits- 01- 800- NP- 002- 12- Medical Reimbursement under the West Bengal Health Scheme, 2008**" under the Demand No-18.

While settling a claim following guidelines may be followed:-

- (i) For treatment within the State in Government hospital/ Govt. aided hospital or recognized Private hospitals/ Institutions, etc as (as mentioned at **Annexure-A** of the Notification No. 3473 F dt. 11.05.09.) cost of treatment may be reimbursed on the basis of approved rates given in **Annexure-B** of the Notification No. 3473 F dt. 11.05.09. or the actual cost whichever is less. Class of the Service Provider (Hospitals/ diagnostic centres, etc.) shall be taken into account for reimbursement of the costs.

If the rates quoted by the hospitals/diagnostic centres are lower than the ceiling rates given in Annexure- B the reimbursement may be allowed on that lower rates.

- (ii) No reimbursement shall be allowed for treatment taken from unrecognized Private hospitals/ diagnostic centres.
- (iii) Costs of medicines are reimbursable in full except preparations classified as food, tonic, vitamin, disinfectant, toiletry, cosmetic items and telephone charges. Charges for pathological and radiological investigations are also reimbursable if not included in package rate. Cost of devices, implants, etc. are also reimbursable.
- (iv) Special Nursing/ Aya/ Attendant charges are reimbursable in full.
- (v) Blood transfusion charges are reimbursable in full but cost of blood is to be reimbursed as per State Govt. Hospital rates.

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**(13) Treatment in a hospital or institution outside the State:**

Eight Speciality Hospitals outside the State have been recognized for the purpose of the West Bengal Health Scheme, 2008 (vide Notification No. 3473-F dt. 11.05.09.). Reimbursement of the Cost of treatment may be allowed following clause-14 of the West Bengal Health Scheme, 2008. For treatment in a recognized hospital outside the State permission from the Secretary of the Department where the eligible pensioner last worked shall be required. Such permission may be given when treatment in such a hospital is essential and referred by a recognized hospital. Finance Department may be consulted where necessary.

**(14) Medical Advance:**

For major illness like Bypass Surgery, implantation of Pacemaker, Coronary angioplasty with Stenting, Kidney transplantation, etc. medical advance may be sanctioned and it shall only be sanctioned to an eligible Govt. Pensioner if medical attendance and treatment of his/ her or his/ her family members are done in a Government Hospital. The sanctioning authority for reimbursement of the costs of medical attendance and treatment may grant 80 percent of the estimated cost including implants as advance directly to the Govt. hospital. The Sanctioning Authority shall take necessary steps for adjustment of the advance after obtaining Utilization Certificate from the hospital.

**(15)** If any difficulty arises in course of implementation of the West Bengal Health Scheme for the State Government Pensioners it shall be referred to the Finance Department and decision of the Finance Department shall be final.

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## FORM I

### Application for enrolment

[See sub-para (iv) of para-4 of memo no. 3475 F dt. 11.05.09.]

To

The..... (Pension Sanctioning Authority)

Subject: Application for enrolment to the West Bengal Health Scheme, 2008

Dear Sir,

I, along with the members of my family whose particulars are given at Sl. No. 10 may please be admitted to the West Bengal Health Scheme, 2008 with effect from .....

My particulars are given

1. Name of the Pensioner :
2. Residential Address :
3. Date of Retirement/Death :
4. Department/Office from where retired :
5. Basic Pension(before commutation) :
6. Whether in receipt of Family Pension? :
7. If yes, name of the Family Pensioner :
8. Pension Payment Order No. :
9. Last Pay(Band Pay + Grade Pay) drawn before retirement :
10. Details of Family.

Sl. No.	Name	Age	Relationship
1.			
2.			
3.			
4.			
5.			

I do hereby declare that upon enrolment under the above scheme I shall forgo the regular medical relief drawn by me as part of pensionary benefits.

I further declare that I shall abide by the provisions of the West Bengal Health Scheme, 2008 as may be in force from time to time.

Signature of the Applicant

**FORM II**  
**Certificate of enrolment**

[See sub-para (v) of para-4 of memo no. 3475 F dt. 11.05.09.]

Certified that Shri/Smt.....Ex..... who was attached to..... (office) under..... Department/ Shri/Smt .....Family Pensioner has been enrolled under the West Bengal Health Scheme,2008, with effect from .....

The particulars of the members of his family as defined in para 3(v) of memo no. 3475 F dt.11.05.2009 are as follows.

1. Name of the Government Pensioner :
2. Residential Address :
3. Date of retirement :
4. Pension Payment order no. :
5. Last Pay(Band Pay + Grade Pay) drawn before retirement :
6. Basic Pension(before commutation) :

Details of Family :

Sl. No.	Name	Age	Relationship	Monthly income, (if any)
1.				
2.				
3.				
4.				
5.				

Signature of the Cadre Controlling Authority/Head of the Office/  
Pension Sanctioning Authority

Copy forwarded for information and necessary action to :

1. Shri/ Smt ..... (Ex. ....)
2. The Treasury Officer ..... Treasury.....  
..... (address).

He is requested to discontinue the drawal of regular medical allowance in respect of Shri/ Smt. .... with effect from.....

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### FORM III

#### Application Form for settlement of claim for reimbursement.

[See sub-para (i) of para 11 of memo no. 3475 F dt. 11.05.09.]

(To be filled in by the applicant)

1. Identity Card (meant for the Scheme) No. :
2. Full name of Govt. Pensioner / Family Pensioner with designation  
(in Block letters) :
3. Full Address :
  - (i) Office (from where retired) :
  - (ii) Residence :
4. Name of the patient & relationship  
With the Govt. Pensioner
5. Last Pay Drawn ( Band Pay + Grade Pay ) /  
Basic Pension before Commutation :
6. Name of the Hospital with address and Code number :
  - a. OPD treatment and investigation
  - b. Indoor treatment and investigation
7. Date of admission : ..... Date of discharge .....  
(in case of indoor treatment only)
8. Total amount claimed -
  - a. OPD treatment :
  - b. Indoor treatment :
9. Details of permission :
10. Details of Medical advance, if any :

#### Declaration

I hereby declare that the statements made in the application are true to the best of my knowledge and belief and the person for whom medical expenses were incurred is wholly dependent on me. I am a beneficiary of the West Bengal Health Scheme, 2008, and card issued under the scheme was valid at the time of treatment. I agree for the reimbursement as is admissible under the rules.

**Date :**

***Signature of Govt.  
Pensioner/Family Pensioner***

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## FORM IV

### Essentiality Certificate-cum-Statement of Expenditure Certified by Treating Specialist

[See sub-para (ii) of para 11 of the memo no. 3475 F dt. 11.05.09.]

(to be submitted in duplicate)

(Strike out whichever is not applicable)

1. Name of the patient and relationship :  
With Govt. Pensioner
2. Details of expenditure :
  - (A) OPD Treatment Diagnosis
    - (I) Name of the Hospital with Code number :
    - (II) Total No. of vouchers :
    - (III) Amount claimed :

(Indicate serial number of individual vouchers with name and address of the shops with date against each sub-heading in a separate annexure wherever required)

	Amount Claimed	Amount admissible (for official use)
(a) Medicine	.....	.....
(b) Consultation fee (Specify number of Consultations)		
(c) Laboratory charges (Break-up in a separate annexure)	.....	.....
(d) Disposable surgical Sundries	.....	.....
(e) Special devices like hearing aid/artificial appliances etc. (specify)	.....	.....
(f) Miscellaneous (specify)	.....	.....

**Total:**

- (B) Indoor Treatment Diagnosis

(To be marked N.A. wherever necessary)

(Details of Hospital Bill and other vouchers pertaining to the period of indoor treatment)

- (a) Name of the Hospital with address and Code number :
- (b) Period of Bill :  
From.....To.....

**(c) Amount claimed**

(indicate serial number of individual vouchers with name and address of shops with date against each sub-heading in a separate annexure wherever required)

	Amount Claimed	Amount admissible (for official use)
(i) Room Rent (ICU/ICCU/Ward) From.....To.....	.....	: .....
(ii) Charges for :		
(a) O.T.	.....	.....
(b) O.T. Consumables	.....	.....
(c) Anesthesia	.....	.....
(d) Procedure	.....	.....
(iii) Medicines	.....	.....
(iv) Implants like pacemaker, Joint Replacement, coronary stent etc. (details)	.....	.....
(v) Artificial devices (details)	.....	.....
(vi) Lab Charges (Break-Up give n in Annexure)	.....	.....
(vii) Spl. Nurse/Ayah, if any	.....	.....
(viii) Miscellaneous	.....	.....
<b>Total:</b>	.....	.....

*(Signature of Claimant)*  
Name in Block Letters

**Address:**

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1. Certified that the relevant bills/vouchers have been verified by me and the expenditure shown above is correct and the treatment services provided are essential and minimum that required for the recovery of the patient.

2. Certified that the services of Special Nurse/Ayah were required from.....to..... that were absolutely essential for the recovery of the patient.

3. Specific procedure/Operation performed was.....

(Signature of the Treating Specialist  
with official seal)

Countersigned by Medical Superintendent  
Of the Hospital with seal  
(For Indoor treatment only)

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## FORM V

### Checklist For Reimbursement Of Medical Claims

[See sub-para (ii) of para 11 of memo no. 3475 F dt. 11.05.09.]

1. Card No. and place of issue :
2. Entitlement  
Private/Semi-Private/General ward :
3. Full name of Govt. Pensioner/ Family Pensioner  
(block letters) :
4. Designation :
5. The following documents are submitted  
(please tick ( ) the relevant column) :
- (a) Photocopy of the identity : Yes/No.
- (b) Essential Certificate : Yes/No.
- (c) Number of original bills :
- (d) Whether original bills/vouchers have  
been verified : Yes/No.
- (e) Copy of discharge summery : Yes/No.
- (f) Copy of permission letter : Yes/No.
- (g) Whether the hospital has given break  
up for lab investigations : Yes/No.
- (h) Original papers have been lost the  
following documents are submitted :
- (I) Photocopies of claim paper : Yes/No.
- (II) Affidavit on stamp paper : Yes/No.
- (i) In case of death of card-holder the  
following documents are submitted :
- (I) Affidavit on stamp paper by claimant : Yes/No.
- (II) No objection from the legal heirs  
on stamp papers : Yes/No
- (III) Copy of death certificate : Yes/No.

Dated : .....

*Signature of the Applicant*

**FORM VI**  
**Temporary Family Permit**

[ See sub-para (vii) of para- 7 of memo no. 3475 F dt. 11.05.09.]

1. Name of the Govt. Pensioner/family pensioner :
2. Employee code No. (P.P.O. No.) :
3. Designation :
4. Last Pay (Band Pay + Grade Pay)/Basic Pension :
5. Entitlement of accommodation :
6. Date of Birth :
7. Date of retirement/death :
8. Residential address :
9. Details of Family :

Sl. No.	Name	Age	Relationship	Monthly income,( if any)
1.				
2.				
3.				
4.				
5.				

Shri/Smt.....last attached to .....(office) under .....Department has been enrolled under the West Bengal Health Scheme, 2008 with effect from.....

He/ She and his/ her family members are entitled to the medical attendance and treatment in a Govt. Hospital/ enlisted Pvt. Hospital or Institution etc. in the entitled class mentioned in Sl. No. 5.

This permit is valid for 6 (six) months from the date of issue.

Signature of Pension Sanctioning Authority

By order of the Governor,

**D. MUKHOPADHYAY,**  
*Principal Secy. to the Govt. of West Bengal.*

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**Annexure - C**  
**MEMORANDUM OF AGREEMENT (MOA)**

**GOVERNMENT OF WEST BENGAL**

**FINANCE DEPARTMENT**

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ALL THE HOSPITALS/DIAGNOSTIC CENTRES WHICH WILL RENDER SERVICE TO THE BENEFICIARIES UNDER THE WBHS 2008 ARE ADVISED TO PREPARE THE AGREEMENT BETWEEN THE \_\_\_\_\_ AND THE CONCERNED HOSPITAL/DIAGNOSTIC CENTRE ON A NON-JUDICIAL STAMP PAPER OF RS. 100/- FOR FURTHER NECESSARY ACTION.

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**Annexure - C**

**AGREEMENT**

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This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the Governor of West Bengal acting through West Bengal Health Scheme 2008, Government of West Bengal having its office at \_\_\_\_\_ (hereinafter called WBHS 2008, 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

..... (Name of the Hospital / Diagnostic Centre with Address) of the **Second Part**.

WHEREAS the WBHS 2008 is providing comprehensive medical care facilities to the West Bengal Government Employees or Pensioners.

AND WHEREAS WBHS 2008 proposes to provide treatment facilities and diagnostic facilities to the beneficiaries in the Private Recognized Hospitals or Diagnostic Centres

AND WHEREAS (Name of the Hospital) has offered to give the following treatment or diagnostic facilities to the beneficiaries under the WBHS 2008 in the Hospital or Diagnostic Centre.

.....

.....

.....

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:

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## Annexure - C

### 1. DEFINITIONS AND INTERPRETATIONS

- 1.1. The following terms and expressions shall have the following meanings for purposes of this Agreement:
  - 1.1.1. "Agreement" shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement;
  - 1.1.2. "Card" shall mean a card, issued by any competent authority under the WBHS 2008 ,
  - 1.1.3. "Card Holder" shall mean a person having a card under the WBHS 2008;
  - 1.1.4. "WBHS 2008 beneficiary" shall mean a person who is eligible for coverage of WBHS 2008 and hold a valid card for the benefit under the WBHS 2008;
  - 1.1.5. "emergency" shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient;
  - 1.1.6. "Hospital" shall mean the (Name of the Hospital) while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings;
  - 1.1.7. "Package rate" shall mean and include lump sum cost of inpatient treatment / day care / diagnostic procedure for which a beneficiary under the WBHS 2008 has been 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 / consultant 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; and (xviii) Nursing care and charges for its services but excluding expenses on telephone, tonics, toiletries, cosmetics etc.
- 1.2. Annexure-I, consisting of the rate schedule for different packages, procedures and investigations shall be deemed to be an integral part of this Agreement.
- 1.3. Annexure –II having the proforma for the performance bank guarantee & required guarantee

### 2. CHARGES FOR SERVICE RENDERED

- 2.1 The Hospital / Diagnostic Centre shall charge from the beneficiary under the WBHS 2008 as per the rates for a particular procedure / package deal as prescribed by the WBHS 2008 and attached as Annexure 1(rate list), which shall be an integral part of this Agreement.
- 2.2 The charges for services rendered shall be computed as 100% of rates for Class 1 Hospitals and Diagnostic Centres, 80 % of rates for Class 2 Hospitals and Diagnostic Centres and 70% of rates for Class 3 Hospitals and Diagnostic Centres.

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### **Annexure - C**

- 2.3 For surgical cases/ packages, where there are no WBHS 2008 prescribed rates, charges for services shall be arrived at by calculating admissible amount item-wise (e.g. room rent, investigations, cost of medicines, procedure charges based on similar types of cases etc) as per approved rates/ actual expenditure.
- 2.4 For medical conditions where no package is possible, charges for services shall 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 expenditure, in case of investigations/ medicines.
- 2.5 The rates as given in Annexure I shall be the maximum rate and such rate may be charged from a Beneficiary under the WBHS 2008, for a particular service rendered. However, the rate being charged shall not be more than what is being charged for same procedure/ facility from other (non-WBHS 2008) patients or institutions. An authenticated list of rates being charged from any person other than beneficiaries shall be displayed in the hospital in conformity with the West Bengal Clinical Establishment Rules 2003. Any additional charges, if paid by a beneficiary under the WBHS 2008, shall have to be refunded if detected subsequently.

### **3. CLASSIFICATION OF HOSPITALS/ DIAGNOSTIC CENTRES**

- 3.1. The classification of the Hospitals/ Diagnostic centres shall be based on their meeting the empanelment criteria as determined by the Finance Department and the Health and Family Welfare Department. The decision of the Authority under the WBHS 2008 shall be final and binding in this respect.
- 3.2. If reclassification is requested after addition of facilities, a fresh application with assessment fees shall be submitted.
- 3.3. The rates to be charged from the beneficiaries shall be as follows:-
  - 3.3.1. Class 1 provider- 100% of approved rates, as given in Annexure 1;
  - 3.3.2. Class 2 provider- 80% of approved rates, as given in Annexure 1;
  - 3.3.3. Class 3 provider- 70% of approved rates, as given in Annexure 1;

### **4. DURATION**

- 4.1. The Agreement shall remain in force for a period of 2 years or till it is modified or revoked, whichever is earlier. The Agreement may be extended for subsequent periods as required by WBHS 2008, subject to fulfilment of all the terms and conditions of this Agreement and with mutual consent.

## **Annexure - C**

### **5. MEDICAL AUDIT OF BILLS**

- 5.1. The medical audit/ prescription audit of the bills of the Hospital / Diagnostic Centre shall be conducted by the WBHS 2008 or any authority designated by WBHS 2008 for that purpose, within 90 days of discharge of the beneficiary under the WBHS 2008 from Hospital or the date of diagnostic investigation. If any overpayment made by the beneficiary under the WBHS 2008 is subsequently detected, the same shall be refunded by the Hospital/ Diagnostic Centre to the beneficiary within 15 days of such refund being claimed by the beneficiary.

### **6. VALIDITY OF RATES**

- 6.1. The rates shall remain valid for two years from the date of signing of the Agreement.

### **7. TREATMENT IN EMERGENCY AND PRIORITY IN ADMISSION**

- 7.1. In emergency, the Hospital shall not refuse admission or demand an advance payment from the beneficiary or his family member and shall provide credit facilities to the patient whether the patient is a serving employee or a pensioner availing facilities under the WBHS 2008 scheme, on production of a valid card issued by the competent authority under the said scheme. The final bill shall be settled by the patient prior to discharge.
- 7.2. If a Hospital refuses to provide the treatment to bonafide beneficiaries under the WBHS 2008 in emergency cases, without valid ground, such a hospital shall be disqualified for continuation of empanelment.
- 7.3. Normally, the treatment in higher category of accommodation than the entitled category shall not be permissible. However, in case of emergency when the entitled category accommodation is not available, admission in the immediate higher category may be allowed till the entitled category accommodation becomes available. However, if a particular hospital does not have the ward as per entitlement of the beneficiary, the Hospital may only make bill as per the entitlement of the beneficiary even though the treatment was given in a higher type of ward.
- 7.4. If, on the request of the beneficiary, treatment is provided in a higher category of ward than that the beneficiary is entitled to, the expenditure over and above the entitlement shall be borne by the beneficiary and it shall be shown separately.
- 7.5. In non- emergency cases, priority shall be given for the beneficiaries under the WBHS 2008 to get admission and treatment. Non availability of beds shall not be a ground for not providing services to a beneficiary under the WBHS 2008.

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## Annexure - C

### 8. GENERAL CONDITIONS

- 8.1. All investigations regarding fitness for the surgery shall be done prior to the admission for any elective procedure and are part of package.
- 8.2. The package rate has been calculated as per the duration of stay usually required. No additional charge on account of extended period of stay shall be allowed if that extension is due to infection/ complication as a consequence of surgical procedure undertaken or due to any improper procedure/ case management and is not justified.
- 8.3. The Hospital / Diagnostic Centre shall submit all the medical records to the beneficiary without requiring any additional payment.
- 8.4. Any legal 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 who shall alone be responsible for the defect and / or deficiencies in rendering such services.
- 8.5. During the In-patient treatment of the beneficiary under the WBHS 2008, the Hospital shall not ask the beneficiary or his attendant to purchase separately any medicines / sundries / equipment or accessories from outside and shall provide the treatment within the package deal rate, fixed under the WBHS 2008 which includes the cost of all the items. Any such excess payments shall have to be refunded to the Beneficiary under the WBHS 2008 if detected later on.
- 8.6. During the In-patient treatment of the beneficiary under the WBHS 2008, the Hospital shall not ask the beneficiary or his attendant to pay the consultation fees for any doctor as this shall be provided within the package deal fixed by the WBHS 2008. Any such excess payments shall be refunded to the beneficiary under the WBHS 2008 if detected later on. For any non package services, the consultation fees for all consultation shall be as per the prescribed rates in Annexure I.
- 8.7. If there is any change in the location, the Hospital/ Diagnostic Centre shall immediately communicate to The Authority under the WBHS 2008. The empanelment shall be temporarily withheld in case of shifting of the facility to any other location without prior permission of the Authority under the WBHS 2008. The new establishment of the same Hospital / Diagnostic Centre shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.
- 8.8. The Hospital / Diagnostic Centre shall submit an annual report in Form No V and VI as per the West Bengal Clinical Establishment Rules 2003 to the licensing authority.
- 8.9. The Hospital / Diagnostic Centre shall submit a report of services rendered each month in prescribed format to the Secretary, Finance Department within 15 days of the next month in the following proforma:—

Abstract of services rendered by a Health Care Organisation empanelled under the WBHS

### Annexure - C

Empanelment No. of the HCO

Name of the HCO

Address

Date of last report submitted

Reporting month

Sl. No.	Name of beneficiary	WBHS Identity Card No	Whether serving employee or pensioner	Name the of Office	Description of procedure / tests performed	Amount charged	Remarks
1	2	3	4	5	6	7	8

A nil report shall be submitted if no beneficiaries have been treated during a month. Non submission of the report, habitual late submission or submission of incorrect data in the report shall make the HCO liable to be removed from the empanelment under the WBHS.

- 8.10. Authorized signatory / representative of the Hospital / Diagnostic Centre shall attend the periodic meetings held by Officials connected with the implementation of the WBHS 2008, required in connection with improvement of working conditions.
- 8.11. During the visit by Officials connected with the implementation of the WBHS 2008 / concerned Department, the Hospital authorities shall cooperate in carrying out the inspection.
- 8.12. In case of any natural disaster / epidemic, the Hospital / Diagnostic Centre shall fully cooperate with the Health and Family Welfare Department / Director of Health Services, Officials connected with the implementation of the WBHS 2008 and shall convey / reveal all the required information, apart from providing treatment.
- 8.13. The Hospital / Diagnostic Centre shall not make any commercial publicity projecting the name of WBHS 2008 / Health and Family Welfare Department or Government of West Bengal. However, the fact of empanelment under WBHS 2008 shall be displayed at the premises of the empanelled Centre, indicating that the charges shall be as per WBHS 2008 approved rates.
- 8.14. The Hospital shall not undertake treatment of referred cases in specialities for which it is not equipped, but shall provide necessary treatment to stabilize the patient and transport the patient safely to nearest Hospital having the necessary facilities. However, in such cases the Hospital shall charge as per the WBHS 2008 rates only for the treatment provided.

## 9. DUTIES AND RESPONSIBILITIES OF HOSPITALS / DIAGNOSTIC CENTRES

- 9.1. It shall be the duty and responsibility of the Hospital / Diagnostic Centre, at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws.

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### Annexure - C

- 9.2. The Hospital shall keep in its service adequate number of specialists/ consultants of different specialties, so that the beneficiaries under the WBHS 2008 shall be able to obtain the best possible treatment.
- 9.3. If facility for Diagnostic Centre is not available with the Hospital where the beneficiary is currently admitted, all diagnostic testing shall be sent only to empanelled Diagnostic Centres.
- 9.4. The Hospital / Diagnostic Centre shall not assign, in whole or in part, its obligations to perform under the agreement, except with the prior written consent of the Authority of the WBHS 2008 at its sole discretions and on such terms and conditions as deemed fit under the WBHS 2008. Any such assignment shall not relieve the Hospital / Diagnostic Centre from any liability or obligation under this Agreement.
- 9.5. The Hospital / Diagnostic Centre shall be responsible for and obliged to provide all the services in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the level of performance specified in the Agreement.
- 9.6. All treatment/ services offered shall be evidence based and treatment modalities shall be in agreement with current medical and ethical practices.
- 9.7. Specialist treatment shall be provided only by those having the requisite training and competence. Diagnostic reports shall be signed only by those having the necessary specialization.
- 9.8. Informed consent shall be taken for all high risk procedures.
- 9.9. The Hospital / Diagnostic Centre shall be obliged to act within its own authority and abide by the directives issued by the Authority under the WBHS 2008. The Hospital / Diagnostic Centre shall be responsible for managing the activities of its personnel and shall hold itself responsible for their misdemeanours, negligence, misconduct or deficiency in services, if any.

### 10. PERFORMANCE BANK GUARANTEE

- 10.1. The Hospital / Diagnostic Centre shall furnish a continuous, revolving and irrevocable **Performance Bank Guarantee** from a nationalized Bank for an amount of Rs. .... (.....) valid for a period of 05 years in the prescribed proforma to ensure due performance under this Agreement and for efficient service and to safeguard against any default. In case of any violation of the provisions of the Agreement, the provisions of Liquidated Damages as mentioned in Clause 11 below shall be applicable.

### 11. LIQUIDATED DAMAGES

- 11.1. The Hospital / Diagnostic Centre shall provide the services as per the requirements specified by the WBHS 2008 in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Hospital / Diagnostic Centre such as refusal of service or direct charging from the beneficiaries under the WBHS 2008 of rates in excess of agreed rates, irrational treatment

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### **Annexure - C**

or use of unnecessary drugs/ medicines/ procedures or defective service and negligence, false billing, the amount equivalent to 15% of the amount of Performance Bank Guarantee shall be charged as agreed Liquidated Damages under the WBHS 2008. However, the total amount of the Performance Bank Guarantee shall be maintained intact being a revolving Guarantee.

- 11.2. In case of repeated defaults by the Hospital / Diagnostic Centre, the total amount of Performance Bank Guarantee shall be forfeited and action shall be taken by way of removing the Hospital / Diagnostic Centre from the empanelment of WBHS 2008 as well as termination of this Agreement
- 11.3. In the first instance, the complaint shall be examined by the WBHS 2008 authorities and if the complaint is found to be true the Authority under the WBHS 2008 shall have the right to give a show cause notice to the Hospital to be replied by it within 10 days of its receipt, and the reply of the Hospital shall be examined by a Standing Committee constituted for the purpose of deciding the appropriateness of the treatment or Diagnostic procedures, as the case may be. If the Committee concludes that the Hospital / Diagnostic Centre has violated the provisions of the Agreement necessary action shall be taken for de-empanelment of that Hospital. The decision of the Authority under the WBHS 2008 shall be final.
- 11.4. For over-billing and unnecessary procedures, the extra amount so charged shall be reimbursed to the beneficiary by the Hospital within 15 days of such claims being found correct by the Standing Committee and the Authority under the WBHS 2008 shall have the right to issue a written warning to the Hospital / Diagnostic Centre not to do so in future. The recurrence, if any, shall lead to the de empanelment to that Hospital / Diagnostic Centre.

## **12. TERMINATION FOR DEFAULT**

- 12.1. The Authority under the WBHS 2008 may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital / Diagnostic Centre terminate the Agreement in whole or part in any of the following grounds:
- 12.1.1. If the Hospital / Diagnostic Centre fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the Agreement, or within any extension thereof if granted by the WBHS 2008 pursuant to Condition of Agreement; or
- 12.1.2. If the Hospital / Diagnostic Centre fails to perform any other obligation(s) under the Agreement; or
- 12.1.3. If the Hospital / Diagnostic Centre, under the WBHS 2008 has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement; or
- 12.1.4. The Licence under the West Bengal Clinical Establishment Act & Rules 2003 is revoked by the licensing authorities for any reason; or
- 12.2. If the Hospital / Diagnostic Centre found to be involved in or associated with any unethical, illegal or unlawful activities, the Agreement shall be summarily suspended by the Authority under the WBHS 2008 without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply if any, received within 10 days of the receipt of show cause notice; or

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### **Annexure - C**

12.3. In case of any violation of the provisions of the Agreement by the Hospital / Diagnostic Centre such as (but not limited to), refusal of service, refusal of credit facilities to eligible beneficiaries and direct charging from the beneficiaries under the WBHS 2008 in excess of approved rates, undertaking unnecessary procedures, prescribing unnecessary drugs / tests, deficient or defective service, over billing and negligence in treatment, the Authority under the WBHS 2008 shall have the right to de-panel the Hospital / Diagnostic Centre as the case may be.

### **13. INDEMNITY**

- 13.1. The Hospital / Diagnostic Centre shall at all times, indemnify and keep indemnified the Authority under the WBHS 2008 / the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Hospital / Diagnostic Centre in execution of or in connection with the services under this Agreement and against any loss or damage to WBHS 2008 / the Government in consequence to any action or suit being brought against the WBHS 2008 / the Government, along with (or otherwise), Hospital / Diagnostic Centre as a Party for anything done or purported to be done in the course of the execution of this Agreement.
- 13.2. The Hospital / Diagnostic Centre shall at all times abide by the job safety measures and other statutory requirements prevalent in India and shall keep free and indemnify the Authority under the WBHS 2008 from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital's / Diagnostic Centre's negligence or misconduct.
- 13.3. The Hospital / Diagnostic Centre shall pay all indemnities arising from such incidents without any extra cost to WBHS 2008 and shall not hold the authority under the WBHS 2008 responsible or obligated. The authority under the WBHS 2008 / the Government may, at its discretion and shall always entirely at the cost of the Hospital / Diagnostic Centre, defend such suit, either jointly with the Hospital / Diagnostic Centre or singly in case the latter chooses not to defend the case.

### **14. PAYMENT**

- 14.1. The payment shall be made to the Hospital / Diagnostic Centre by the beneficiary directly. All bills and papers related to the beneficiaries' treatment shall be handed over in original along with the necessary counter signatures by the authorised persons.
- 14.2. On admission of the beneficiary, a written estimate of the expected bill shall be handed over. Whenever there is a change of setting requiring the escalation of this estimate, a fresh estimate shall be given to the patient/ patient party within 24 hours.

## **Annexure - C**

### **15. ARBITRATION**

15.1. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Authority of the WBHS 2008 and the Hospital / Diagnostic Centre upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Director of Medical Education, West Bengal, who shall give written award of his decision to the Parties. The decision of the Director of Medical Education, West Bengal shall be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Kolkata.

### **16. MISCELLANEOUS**

16.1. 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 the Authority under the WBHS 2008 and the Hospital / Diagnostic Centre.

16.2. The Hospital / Diagnostic Centre shall not represent or hold itself out as agent of the authority under the WBHS 2008.

16.3. The authority under the WBHS 2008 shall not be responsible in any way for any negligence or misconduct of the Hospital / Diagnostic Centre and its employees for any accident, injury or damage sustained or suffered by any Beneficiary under the WBHS 2008 or any third party resulting from or by any operation conducted by and on behalf of the Hospital / Diagnostic Centre or in the course of doing its work or perform their duties under this Agreement or otherwise.

16.4. The Hospital / Diagnostic Centre shall notify the authority under the WBHS 2008 of any material change in their status and their shareholdings or that of any Guarantor of the Hospital / Diagnostic Centre where such change would have an impact on the performance of obligation under this Agreement.

16.5. This Agreement may be modified or altered only on written agreement signed by both the parties.

16.6. If the Hospital get wound up or partnership is dissolved, the authority under the WBHS 2008 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 during the period when the Agreement was in force.

16.7. The Hospital shall bear all expenses incidental to the preparation and stamping of this Agreement.

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## Annexure - C

### 17. NOTICES

17.1. 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 by post to the other Party's address as below.

WBHS 2008 : \_\_\_\_\_.

Hospital / Diagnostic Centre with address:

(.....)

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 remarks like refused, left, premises locked, etc.

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**Annexure - C**

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

Signed by

For and on behalf of  
The Governor of West Bengal

In the Presence of  
(Witnesses)

1.

2.

Signed by

For and on behalf of (Hospital / Diagnostic Centre)  
Duly authorized vide Resolution No. .... dated .....  
of (name of Hospital / Diagnostic Centre)

In the presence of  
(Witnesses)

1.

2.

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**Annexure - C**

**Annexure - II**

**Performance Bank Guarantee**

To:

WHEREAS \_\_\_\_\_ (Name of Hospital / Diagnostic Centre) has undertaken, Agreement No. \_\_\_\_\_ dated, \_\_\_\_\_ to \_\_\_\_\_ (Description of Services) hereinafter called "the Agreement".

**AND WHEREAS it has been stipulated by you in the said Agreement that the Hospital / Diagnostic Centre selected for empanelment shall furnish you with a bank Guarantee by a nationalized bank for the sum specified therein as security for compliance with the Hospital / Diagnostic Centre performance obligations in accordance with the Agreement.**

**AND WHEREAS we have agreed to give the Hospital / Diagnostic Centre a guarantee:**

Now, THEREFORE, we hereby affirm that we are Guarantors and responsible to you, on behalf of Hospital / Diagnostic Centre (herein after referred to "the Second Part," up to a total of \_\_\_\_\_ (Amount of the guarantee in Words and Figures) and we hereby irrevocably, unconditionally and absolutely undertake to immediately pay you, upon your first written demand declaring the Second Part to be in default under the Agreement and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Signature and Seal of Guarantors

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Address:

\_\_\_\_\_

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### **Annexure - C**

Amount of Performance Bank Guarantee to be obtained from the Hospital / Diagnostic Centres at the time of signing the Agreement :—

<b>Multi specialty Hospitals</b>	<b>Rs. 25.00 thousand</b>
<b>All other HCOs</b>	<b>Rs. 10.00 thousand</b>