MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

DIVA EYE HOSPITAL, AHMEDABAD

AND

The REGISTRAR, GUJARAT VIDYAPITH, AHMEDABAD

This MOU is entered into at Ahmedabad between **DIVA EYE HOSPITAL, HIRABAUG, AMBAWADI, AHMEDABAD** referred to as "FIRST PARTY" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include it's and assigns of successors in titles ONE PART.

AND

The REGISTRAR, GUJARAT VIDYAPITH, NR. INCOME TAX CIRCLE, ASHRAM ROAD, AHMEDABAD - 380 009 referred to as "SECOND PARTY" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors in tides and assigns of the SECOND PART.

WHEREAS the "SECOND PARTY" has approached the **DIVA EYE HOSPITAL** for providing medical treatment to "SECOND PARTY's beneficiaries and "FIRST PARTY" has accepted the said offer of the "SECOND PARTY".

WHEREAS the after protected discussions, the parties hereto have in this Memorandum of Understanding on the terms and entered conditions set hereinafter,

DEFINATIONS AND INTERPRETATIONS:

The following terms and expressions shall have the meaning as mentioned against those for the purpose of this Agreement.

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a) "Agreement" shall mean this Agreement and all Schedules, Supplements, Appendices, Appendages which form part of this agreement and subsequent modifications, if any made in accordance with the terms of this Agreement.

b) "Beneficiary" shall mean a person who shall be authorised by the SECOND PARTY to receive benefit of health care under this Agreement and/or a person whose name is mentioned as such in the Medical Card issued by the SECOND PARTY.

c) "Benefit" shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.

d) "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

e) "Medical Card" shall mean the Medical Card issued by the SECOND PARTY under signature of the authorised official containing details of the employee and other beneficiaries.

f) "Package Rate" shall mean and include lump sum cost of inpatient treatment and/or day care diagnostic procedure for which a beneficiary has been permitted by the competent authority or for treatment under emergency up 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 disposable and all sundries used during hospitalization (xv) Cost of medicines (xvi) Related routine and essential investigations (xvii) Physiotherapy charges etc. and excluding expenses on telephone, tonics, cosmetics etc. (xviii) Nursing care and charges for its services.

c/o
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TERMS AND CONDITIONS OF AGREEMENT:

1. The "FIRST PARTY "agrees to allow the Cash based OPD/IPD services to permanent employees and their family dependants as per CGHS Rates of Ahmedabad (updated from time to time) of the "SECOND PARTY".

2. The "FIRST PARTY" reserves the right to provide medical services to patients.

3. Only those facilities as empanelled under CGHS HOSPITALS list (updated from time to time) as mentioned in Annexure-A shall be provided to the beneficiary according to the CGHS rates and the bill for the same shall be submitted by the beneficiary to the SECOND PARTY for reimbursement. The reimbursement process by the FIRST PARTY to the beneficiary shall be according to the CS (MA) rules / CGHS rules.

4. The "SECOND PARTY" will provide list of persons (as detailed in Annexure B) who shall be eligible for providing medical treatment to patients and shall timely intimate to "FIRST PARTY" if any change occurs in such list.

5. The "SECOND PARTY" shall issue Medical Card under signature of the authorised official containing details of the employee and other beneficiaries.

6. Out Patient Department (OPD) Consultation and investigation/diagnosis shall be charged as per CGHS rates as applicable for Ahmedabad as updated from time to time.

7. In Patient Department (IPD) charges, i.e. Consultation, Diagnosis, Treatment, Nursing, Accommodation, etc. will be charged as per CGHS rates as applicable for Ahmedabad as updated from time to time. In case of procedure / treatment / diagnostic not covered under CGHS, the FIRST PARTY will offer a minimum discount of 5% on packages & diagnostics (except drugs, consumables & implants costs, stent cost, etc.) on the normal FIRST PARTY's rates.

c/o
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8. During the IPD treatment of any beneficiary, the FIRST PARTY will provide the treatment within the CGHS rate applicable under this Agreement and will not ask the beneficiary or his attendant to purchase any medicines/sundries/equipment or accessories separately from outside. In case there is a situation that the FIRST PARTY is not able to arrange anything and which the patient is required to buy directly from outside, then the FIRST PARTY shall issue a certificate to this effect to the beneficiary.

9. The payment will be cleared at the time of or before discharged by admitted patient or his/her relatives availing OPD/IPD services.

10. The procedure and package rates for any diagnostic investigation, surgical procedure, and other medical treatment for the beneficiaries under this Agreement shall be as per CGHS rates or FIRST PARTY rates, whichever is lower. If there are any additional treatment required depending up on the condition of the patient which are not covered as per the approved CGHS rates, beneficiary is to be intimated immediately by the FIRST PARTY and only after the confirmation of the beneficiary necessary procedure must be adopted.

11. The beneficiary shall produce the original Medical Card for availing medical treatment services (OPD/IPD basis) under this Agreement.

12. If required under special circumstances, the beneficiary may be asked to produce additional Photo Identity Card (e.g. Aadhar, Voter ID, DL, PAN, PRAN, etc.) along with the Medical Card.

13. The patient's name should be the official name as appearing in the Medical Card and the attendants should be made aware that it cannot be changed subsequently, because in some cases the attendants give the nick names which are different from documented names. As a matter of abundant precaution, all personal information should be shown to the patient/attendant and validated with their signature.

14. The FIRST PARTY will not supply inadmissible items such as toiletries, supplements, cosmetics, telephone bills, etc. to the patient or their attendants as per CGHS/CS (MA) Rules.

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In case, any patient or their attendants insist for such supplies, the corresponding charges are to be settled directly with the beneficiary concerned.

15. The medical bills will be prepared in two parts. One as per CGHS Rates/Packages and second part for services not covered under CGHS and/or for non-entitled services with minimum discount of 5% and be presented to the beneficiary at the time of discharge. Both the amounts will be paid by the beneficiary directly to the FIRST PARTY. The beneficiary will subsequently seek reimbursement for the admissible part from the SECOND PARTY.

16. In the bills, all the details / break-up of charges (e.g. charges for room rent, investigations, medicines, consumables, Doctor's visit, surgical / non-surgical procedures, etc.) shall be furnished.

17. All medical bills shall be duly signed with date by the attending consultant or the Medical Superintendent or any other designated administrative authority and be duly stamped with seal of the signatory.

18. In case of emergency, the FIRST PARTY will not refuse admission or demand any advance payment for treatment of beneficiary and will provide required services on production of a valid Medical Card. FIRST PARTY will provide ambulance services/ ICU on wheel for the transportation of the patient at chargeable FIRST PARTY's rates. At discharge, beneficiary must make the payment directly to the FIRST PARTY.

19. The FIRST PARTY shall also provide minimum discount of NA% on Full Body Health Check Packages for the beneficiaries.

20. In case the patient is covered under any Mediclaim Policy, the FIRST PARTY shall facilitate cashless transaction as per the agreement between FIRST PARTY and Insurance Company / TPA, wherever applicable, of the treatment expenses. At a time, patient can avail any one benefit from Mediclaim Policy or CGHS rates.

C/O
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21. In case, the Medical Bill Auditing Authority of the SECOND PARTY feels to have details of the indoor case file of the patient, then the FIRST PARTY shall supply all the photocopies of the records from the same within 15 days of the demand.

22. The FIRST PARTY will not make any commercial publicity projecting the name of the SECOND PARTY. However, the fact of agreement with SECOND PARTY may be displayed at appropriate places and be shared with any other Government agency.

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

24. The course in the FIRST PARTY should specify the line of treatment, medications administered, operative procedure carried out and if any complications arising during course in the (Hospital/), the same should be specified. If opinion from another doctor is obtained, reason for same should be mentioned and also who decided to take opinion i.e. whether the admitting and treating consultant wanted the opinion as additional expertise or the patient or his relative wanted the opinion for their reassurance.

25. If the FIRST PARTY found to be involved in or associated with any unethical, illegal or unlawful activities, this agreement will be summarily suspended by the SECOND PARTY 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.

26. In case of any violation of the provisions of the Agreement by the FIRST PARTY such as (but not limited to), refusal of service, refusal of approved facilities to eligible beneficiaries, undertaking unnecessary procedure, prescribing unnecessary drugs/tests, deficient or defective service, over billing and negligence in treatment, the SECOND PARTY shall have the right to terminate the agreement.

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27. Should the FIRST PARTY get wound up, declared insolvent or ownership is taken up by some other hospital/authority, the SECOND PARTY shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the FIRST PARTY or their heirs and legal representatives from the liability in respect of the services provided by the FIRST PARTY during the period when the Agreement was in force.

28. Whenever the FIRST PARTY is dis-empanelled from CGHS empanelment list, this agreement shall be terminated with immediate effect.

29. In case of termination by either party, "FIRST PARTY" shall ensure that all admitted patient undergoing treatment at the time of termination are treated completely and discharged and on the other end Patients shall remit all dues.

30. If any part of this Agreement is declared invalid or unenforceable, the parties shall, in good faith, Consult With each other and adopt new provisions that shall to the greatest extent permitted by Law.

31. All remedies of any party under this Agreement whether provided herein or Conferred by Statue, civil law, common law are cumulative and not alternative and may be enforced successively or concurrently.

32. All Communications and other correspondence required or permitted by this Agreement shall be in writing.

33. The term of this agreement is for a period of two (02) years from the date of signing of this agreement. This agreement can be terminated by either party by giving prior written notice of 15 days.

34. The Agreement may be extended for subsequent period as may be required by the SECOND PARTY, subject to fulfilment of all the terms and conditions of this Agreement and with mutual consent.

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35. The SECOND PARTY shall not be responsible for any dispute between the beneficiary or his/her relatives and the FIRST PARTY.

36. In case of legal dispute arising out of or relating to this agreement or breach, or the invalidity thereof, shall first be attempted to be settled by discussion. If the same is not resolved through mutual discussions, the same shall be referred to the sole arbitration of the Vice-Chancellor, Gujarat Vidyapith or any person nominated by him. The decision of the Arbitrator shall be final and binding on both the parties.

37. This agreement shall be subject to the jurisdiction of Ahmedabad courts only.

IN WITNESS WHEREOF BOTH THE PARTIES HERE IN ABOVE HAVE SUBSCRIBED THEIR HAND ON THIS 28th August DAY OF 2025 AT AHMEDABAD.

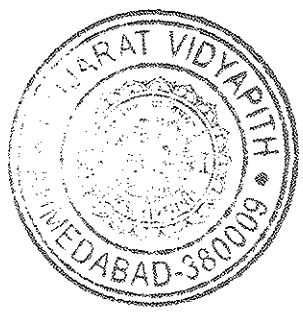
SIGNED AND DELIVERED

For and on behalf of the	For and on behalf of the
DIVA EYE HOSPITAL	GUJARAT VIDYAPITH, AHMEDABAD
DR. DIPAN M. DESAI M.S. (Ophth) F.C.V.I. (Germany) DIVA EYE INSTITUTE 7, Parimal Society, Core House Lane, Ellisbridge, Ahmedabad-380006 Ph. : 079-26562006, 26560596 Reg. No. G15196 C/O	Registrar Gujarat Vidyapith AHMEDABAD-380009. GUJARAT VIDYAPITH AHMEDABAD-380009
Name: MOHAMMED SAMIR BELIM	Name:
Title: BUSINESS HEAD	Title:
Witness:	
1 Rubasi Kunj · Nagjibhai Pharmacy. (DEI)	
Name & Address	Signature:
2 Dr. Henry Jambukiya Deputy Registrar, Gujarat Vidyapith.	28/08/2025
Name & Address	Signature:

Annexure-A

FACILITIES EMPANELLED UNDER DIVA EYE HOSPITAL AS PER CGHS LIST

- EXCLUSIVE EYE TREATMENT



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