

**V.O. CHIDAMBARANAR PORT AUTHORITY, THOOTHUKUDI,  
MINISTRY OF PORTS, SHIPPING AND WATERWAYS**

**GOVERNMENT OF INDIA**

**DRAFT SCHEDULES**

**VOLUME III – RFP**

**REFURBISHMENT, UPGRADATION, DEVELOPMENT, OPERATION AND  
MAINTENANCE OF THE EXISTING HOSPITAL TO A 100 BEDDED SUPER  
SPECIALITY HOSPITAL ON PPP BASIS**

**MARCH 2025**

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## SCHEDULE A: SCOPE OF THE PROJECT

### 1. Site Details

The proposed site for the hospital is shown below:

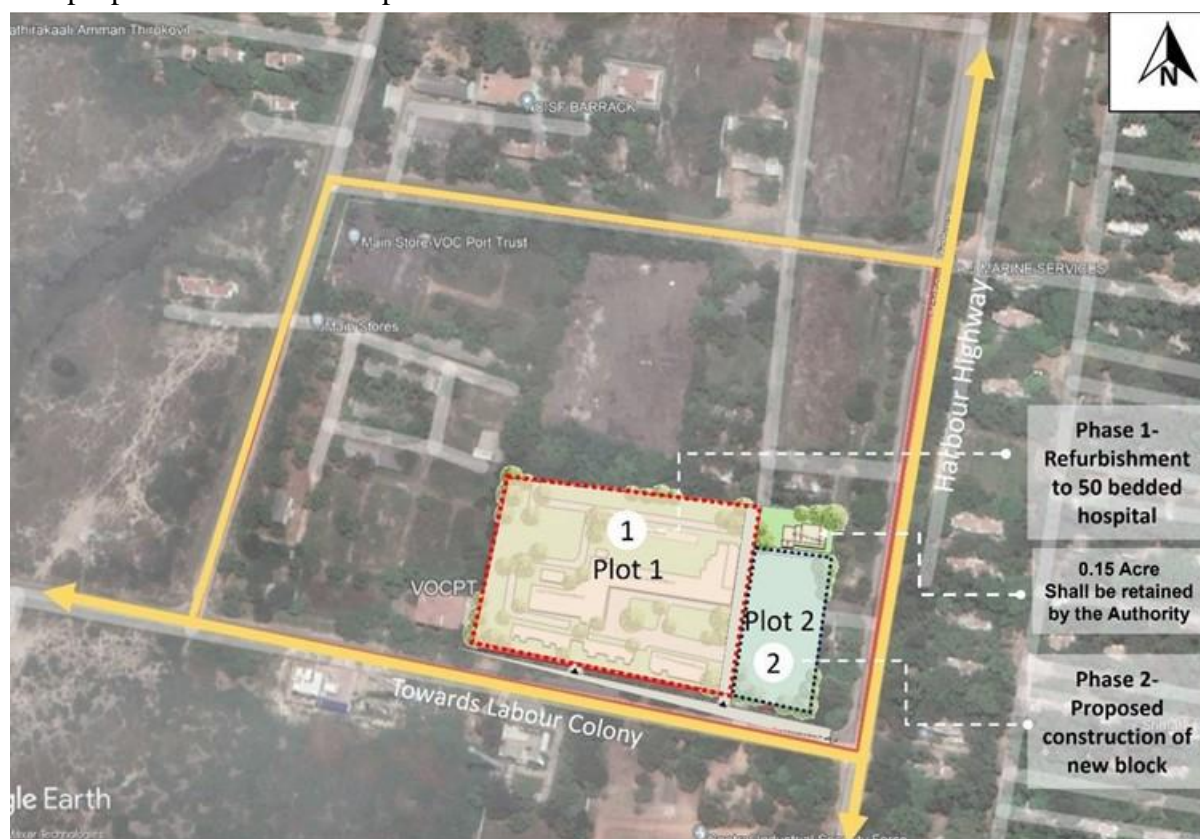
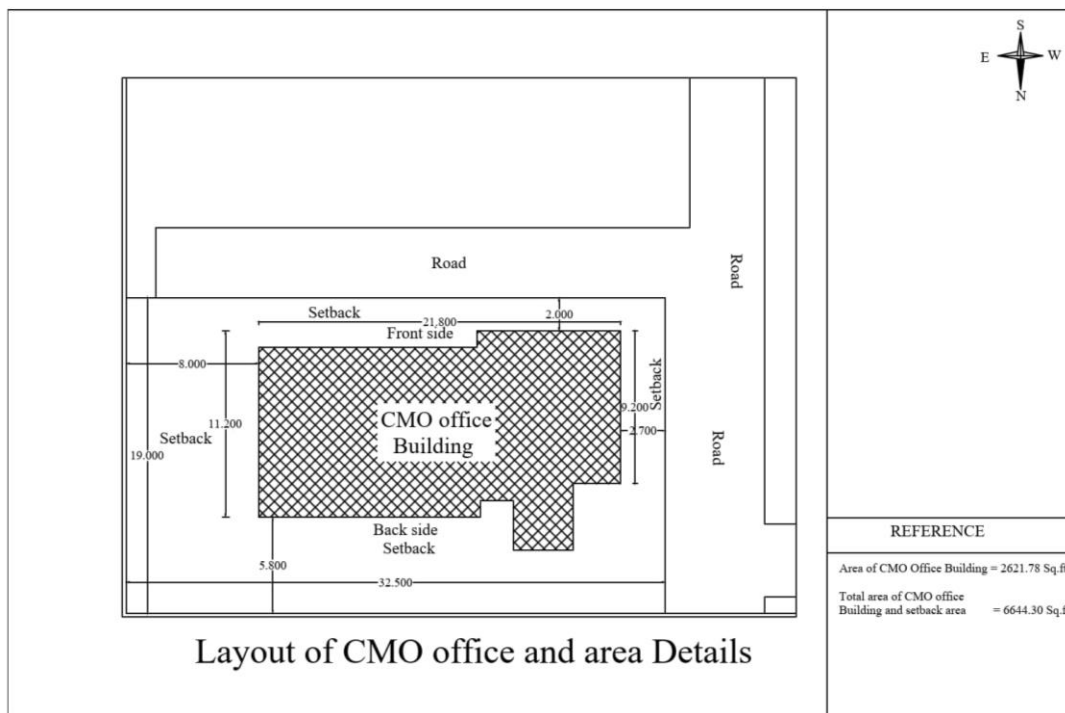


Figure 1: Total Site Area

The total area of the hospital campus is ~4 acres (including both plot 1 and plot 2 as indicated in the above image), Out of which 3.85 acres(excluding plinth area and requisite setback of CMO building) of land shall be handed over to the concessionaire. The details of the land to be retained by the authority is highlighted in figure:2. Additionally, the plinth area of AMRIT pharmacy i.e 1836.37sq.ft. within the existing hospital block shall be retained by the authority.

- Plot 1: Represents the existing hospital facility which shall be refurbished from 62 beds to 50 bedded facility
- Plot 2: Indicates the site proposed for development of new 50 bedded Super-Specialty hospital



*Figure 2: Plinth area and requisite setback to be retained by the Authority*

The site is directly accessible by Harbour Highway, which connects the hospital to the nearest National Highway (NH 138) at a distance of approximately 1 Km. The site is well connected by all modes of transport i.e., the main bus terminal (Tuticorin bus terminal) is in 10 kms distance from the proposed site; the nearest airport (Tuticorin Airport) is at a distance of 21 kms; and the nearest railway station (Tuticorin Railway Station) is at a distance of 8.5 kms. The direct access to SH and NH allows for patients from Tuticorin town to access the proposed hospital within 30 minutes and patients from Tirunelveli to reach the proposed hospital within 1 – 1.5 hours.

## 2. Proposed development of the Project

The proposed hospital is to be developed in the following phases:

### ► Phase – I: Refurbishment of the existing 62 beds to 50 bedded hospital

In the initial 6 months of the concession period, the concessionaire will be required to refurbish the existing hospital from 62 beds to 50 beds. The concessionaire is required to operate and maintain the existing facility from the Appointed Date till the end of the Concession period (45 years).

The broad scope of work under this phase will include:

- Refurbishment of the Existing 62 bedded Hospital into 50 bedded Hospital;
- Operate and Maintain the Existing Hospital;
- Deploy adequate manpower;
- Equip the Existing Hospital for super-specialties;

► **Phase – II: Development of 50 bedded super-specialty hospital block**

The Concessionaire is required to develop a 50 bedded super-specialty hospital block on the ~0.6 acres land parcel within 2 years from the Appointment Date. The Concessionaire shall operate and maintain the newly developed hospital block for the remaining concession period (43 years).

The broad scope of work under this phase will include:

- Construct and develop 50 bedded super-specialty hospital;
- Operate and Maintain new block, along with Existing Hospital;
- Employing clinical and non-clinical staff for operating 50-bedded hospital;
- Constructing and providing infrastructure, manpower, medical and other equipment for 50 bedded super specialty hospital.
- Install requisite diagnostic facilities.

### 3. Development timelines

Phases	Description	Timeline
Phase I	<ul style="list-style-type: none"> <li>• Refurbishment of the existing hospital from 62 bedded facility to 50 bedded super specialty hospital</li> </ul>	<ul style="list-style-type: none"> <li>• Refurbishment – Within 6 months of the Appointed Date</li> <li>• Operations and Maintenance – Throughout the concession period</li> </ul>
Phase II	<ul style="list-style-type: none"> <li>• Construction of 50 bedded new super specialty hospital block on the ~0.6 acres of land parcel within the Existing Hospital campus</li> </ul>	<ul style="list-style-type: none"> <li>• Development – Within 2 years of the Appointed Date</li> <li>• Operations and Maintenance – 43 years</li> </ul>

### 4. Minimum Manpower requirement

The Concessionaire shall ensure deployment of adequate Specialist, Doctors, Clinical Staff, Non-Clinical Staff, Admin, HR, Marketing, etc. as per the applicable standards.

The table below provides the minimum manpower (specialists only) required for each department of the proposed 100 bedded VOCPA hospital (50 bedded – Phase I + 50 bedded – Phase II):

S.no	Human Resources for Health	Phase I	Phase II	Total
1	General Medicine	2	1	3
2	Ophthalmology	1	0	1
3	Orthopaedics	1	1	2
4	Physiotherapy	1	1	2
5	Obstetrics and Gynaecology	2	0	2
6	Paediatrics	1	1	2
7	Nephrologist {Dialysis (Renal)- medical officer}	1	0	1
8	Critical Care	1	1	2
9	ENT	1	0	1
10	General Surgery	2	0	2
11	Emergency and trauma medicine	1	0	1
12	Dermatology	0	1	1
13	Cardiology	1	0	1
14	Dental	1	1	2
15	Blood bank (medical officer)	0	1	1
16	Anaesthesiology	2	1	3
17	Radiology	1	0	1
18	Psychiatrist*	0	[1]	[1]
19	Pathologist	1	1	2
20	Medical Gastroenterology*	0	[1]	[1]
21	Oncology*	0	[1]	[1]
22	Junior Doctors	4	2	6
	Total Doctors	24	12	36

\*Empanelled OPD Consultant and not part of the permanent staff

## 5. Mandatory Departments and Services

Below is the list of Mandatory departments or services that is required (phase-wise) in the proposed Super-speciality VOCPA Hospital

S.no.	Departments	Phase I	Phase II
1	General Medicine	Consultation, diagnostics, and management	
2	General Surgery	All Surgeries except cardiac, major neuro and advanced cancer	
3	Obstetrics and Gynecology	Consultation, diagnostics; Surgeries	
4	Pediatrics and Neonatology	Consultation, diagnostics; Surgeries	
5	Pulmonology and Respiratory Medicine	OPD, basic procedures and Investigation	
6	Emergency and trauma medicine	Treatment & management	
7	Medical Gastroenterology		Consultation & Diagnostic including daycare management

S.no.	Departments	Phase I	Phase II
8	Oncology- daycare (facility)		Consultation, medical management and daycare
9	Dialysis- daycare	Consultation and management	
10	ENT	Consultation & diagnostics; Surgeries	
11	Burns & Plastic Surgery	Consultation & medical management	
12	Orthopedics	Consultation, diagnostics; Surgeries	
13	Dermatology & Venerology	OPD consultation & Medical management	
14	Cardiology	Consultation, diagnostics and interventions	
15	Dental	Consultation, diagnostics and treatment/procedures	
16	Ophthalmology	Consultation & diagnostics, surgery	
17	Endocrinology and Diabetology and Rheumatology	Consultation and medical management	
18	Psychiatry		OPD consultation
19	Neurology	Consultation and management	

The table lists out the mandatory number of Operation Theatres:

Department	No.
Obstetrics and Gynecology (major)	1
General Surgery (major)	1
Eye/ENT (major)	1
Minor including septic	1
<b>Total</b>	<b>4</b>

## 6. Diagnostics

Department	Phase-I	Phase-II
<b>Laboratory Medicine</b>	Clinical pathology Biochemistry Hematology	-
<b>Imaging (Radiology)</b>	X-ray	CT Scan 64 slice Mammography
<b>Other diagnostics</b>	3D Ultrasound Holter monitoring Audiometry ECG	Plethysmograph Spirometer with flow volume (pulmonary function test) C-Arm Treadmill
<b>Blood bank</b>	-	1

## 7. Surgeries

The Concessionaire shall provide all the surgeries/procedures listed out in the CGHS book, Tamil Nadu (as amended from time to time). However, if the listed facility is not available in the proposed super speciality hospital, the Concessionaire shall refer such patients to the appropriate referral hospital as mentioned in Clause 5.15 (vii) of the Draft Concession Agreement and it shall be reimbursed by the Authority as per the applicable CGHS rates, Tamil Nadu.

The snapshot of the CGHS Chennai- New Rates 2014 mentioning surgeries/ procedures is reproduced below-

CGHS CHENNAI - NEW RATES 2014			
Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1	Consultation OPD	135	135
2	Consultation- for Inpatients	270	270
3	Dressings of wounds	50	58
4	Suturing of wounds with local anesthesia	108	124
5	Aspiration Plural Effusion - Diagnostic	120	138
6	Aspiration Plural Effusion - Therapeutic	193	222
7	Abdominal Aspiration - Diagnostic	345	397
8	Abdominal Aspiration - Therapeutic	460	529
9	Pericardial Aspiration	380	437
10	Joints Aspiration	317	365
11	Biopsy Skin	230	265
12	Removal of Stitches	36	41
13	Venesection	124	143
14	Phimosis Under LA	1180	1357
15	Sternal puncture	173	199
16	Injection for Haemorrhoids	414	476
17	Injection for Varicose Veins	350	403
18	Catheterisation	83	95
19	Dilatation of Urethra	450	518
20	Incision & Drainage	378	435
21	Intercostal Drainage	125	144
22	Peritoneal Dialysis	1319	1517
TREATMENT PROCEDURE SKIN			
23	Excision of Moles	345	397
24	Excision of Warts	310	357
25	Excision of Molluscum contagiosum	130	150
26	Excision of Veneral Warts	160	184
27	Excision of Corns	140	161
28	I/D Injection Keloid	97	112
29	Chemical Cautery (s)	100	115
TREATMENT PROCEDURE OPHTHALMOLOGY			
30	Subconjunctival/subtenon's injections in one eyes	69	79
31	Subconjunctival/subtenon's injections in both eyes	138	159
32	Pterygium Surgery	86	99
33	Conjunctival Peritomy	58	67
34	Conjunctival wound repair or exploration following blunt trauma	115	132
35	Removal of corneal foreign body	104	120
36	Cauterization of ulcer/subconjunctival injection in one eye	69	79
37	Cauterization of ulcer/subconjunctival injection in both eyes	138	159
38	Corneal grafting— Penetrating keratoplasty	5750	6613
39	Corneal grafting— Lamellar keratoplasty	5000	5750
40	Cyanoacrylate /fibrin glue application for corneal perforation	690	794
41	Bandage contact lenses for corneal perforation	460	529
42	Scleral grafting or conjunctival flap for corneal perforation	2070	2381
43	Keratoconus correction with therapeutic contact lenses	1200	1380



CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
44	UV radiation for cross-linking for keratoconus	1800	2070
45	EDTA for band shaped keratopathy	863	992
46	Arcuate keratotomy for astigmatism	2800	3220
47	Re-suturing (Primary suturing) of corneal wound	1150	1323
48	Penetrating keratoplasty ---- with glaucoma surgery	12144	13966
49	Penetrating keratoplasty ---- with vitrectomy	12144	13966
50	Penetrating keratoplasty ---- with IOL implantation	13656	15704
51	DALK- Deep anterior lamellar keratoplasty	17250	19838
52	Keratoprosthesis stage I and II	11500	13225
53	DSAEK- Descemet's stripping automated endothelial keratoplasty	16675	19176
54	ALK- Automated lamellar therapeutic keratoplasty	16500	18975
55	Probing and Syringing of lacrimal sac- in one eye	69	79
56	Probing and Syringing of lacrimal sac- in both eye	138	159
57	Dacryocystorhinostomy—Plain	2875	3306
58	Dacryocystorhinostomy—Plain with intubation and/or with lacrimal implants	9750	11213
59	Dacryocystorhinostomy—conjunctival with implant	9200	10580
60	Caliculoplasty	2300	2645
61	Dacryocystectomy	1553	1786
62	Punctal plugs for dry eyes	130	150
63	Refraction	40	46
64	Indirect Ophthalmoscopy	67	77
65	Orthoptic check-up- with synoptophore	44	51
66	Lees' charting or Hess' charting	100	115
67	Orthoptic exercises	50	58
68	Pleoptic exercises	50	58
69	Perimetry/field test—Goldman	144	166
70	Perimetry/field test— automated	144	166
71	Fluorescein angiography for fundus or iris	828	952
72	Ultrasound A- Scan	777	894
73	Ultrasound B- Scan	230	265
74	Fundus Photo Test	200	230
75	Indocyanin green angiography	920	1058
76	Corneal endothelial cell count with specular microscopy	210	242
77	Corneal topography	331	381
78	Corneal pachymetry	210	242
79	Auto-refraction	35	40
80	Macular function tests	44	51
81	Potential acuity metry	100	115
82	Laser interferometry	173	199
83	OCT-Optical coherence tomography	1913	2200
84	HRT- Heidelberg's retinal tomogram	150	173
85	GDX--- Nerve fibre layer analyzer	88	101
86	UBM- Ultrasound bio microscopy	150	173
87	Non Contact tonometry	50	58

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
88	IOP measurement with schiotz	30	35
89	IOP measurement with applanation tonometry	50	58
90	Three mirror examination for reti	58	67
91	90 D lens examination	50	58
92	Gonioscopy	58	67
93	Chalazion incision and curettage in one eye	400	460
94	Chalazion incision and curettage in both eyes	431	496
95	Ptosis surgery with fasanella servat procedure	2300	2645
96	Ptosis surgery with LPS resection one lid	5500	6325
97	Ptosis surgery with Sling surgery one lid	6670	7671
98	Ectropion surgery- one lid	1400	1610
99	Ectropion surgery- both lids	2500	2875
100	Epicanthus correction	1550	1783
101	Cantholysis and canthotomy	575	661
102	Entropion surgery- one lid	1380	1587
103	Entropion surgery- both lids	2000	2300
104	Tarsorrhaphy	650	748
105	Suturing of lid lacerations	1150	1323
106	Lid retraction repair	1530	1760
107	Concretions removal	115	132
108	Bucket handle procedure for lid tumors	345	397
109	Cheek rotation flap for lid tumors	6210	7142
110	Oribotomy	7245	8332
111	Enucleation	3000	3450
112	Enucleation with orbital implants and artificial prosthesis	3000	3450
113	Evisceration	3450	3968
114	Evisceration with orbital implants and artificial prosthesis	5693	6547
115	Telecanthus correction	5175	5951
116	Orbital decompression	5750	6613
117	Exenteration	5750	6613
118	Exenteration with skin grafting	4900	7935
119	Fracture orbital repair	9200	10580
120	Retinal laser procedures	1500	1725
121	Retinal detachment surgery	11500	13225
122	Retinal detachment surgery with scleral buckling	13800	15870
123	Buckle removal	1150	1323
124	Silicone oil removal	2800	3220
125	Anterior retinal cryopexy	1162	1336
126	Squint correction for one eye	5000	5750
127	Squint correction for both eyes	7500	8625
128	Trabeculectomy	6900	7935
129	Trabeculectomy	6210	7142
130	Trabeculectomy with Trabeculectomy	9315	10712
131	Trephition	2300	2645
132	Goniotomy	345	397
133	Glaucoma surgery with Glaucoma valves	6210+VALVE	7142+VALVE

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
134	Cyclocryotherapy	1150	1323
135	YAG laser iridotomy	1350	1553
136	YAG laser capsulotomy	984	1132
137	ALT-Argon laser trabeculoplasty	1495	1719
138	PDT-Photodynamic therapy	3450	3968
139	TTT- Transpupillary thermal therapy	3000	3450
140	PTK- Phototherapeutic keratectomy	6750	7763
141	Argon/diode laser for retinal detachment	1035	1190
142	Intralase application for keratoconus	5750	6613
143	EOG- electro-oculogram	900	1035
144	ERG- Electro-retinogram	794	913
145	VEP- visually evoked potential	720	828
146	Vitrectomy- pars plana	11500	13225
147	Intravitreal injections- of antibiotics	1150	1323
148	Intravitreal injections- of lucentis excluding cost of drug	3000	3450
149	X- Ray orbit	115	132
150	CT-orbit and brain	173	199
151	MRI- Orbit and brain	3450	3968
152	Dacryocystography	340	391
153	Orbital angio- graphical studies	1500	1725
154	ECCE with IOL	3450	3968
155	SICS with IOL	5000	5750
156	Phaco with foldable IOL (silicone and acrylic)/PMMA IOL	10781	12398
157	Pars plana lensectomy with/without IOL	9315	10712
158	Secondary IOL implantation- AC IOL PC IOL or scleral fixated IOL	6210	7142
159	Cataract extraction with IOL with capsular tension rings (Clonni's ring)	12150	13973
160	Optic nerve sheathotomy	7500	8625
161	Iridodialysis repair or papillary reconstruction	5000	5750
162	Iris cyst removal	850	978
163	Lid Abscess incision and Drainage	1700	1955
164	Orbital Abscess incision and Drainage	3000	3450
165	Biopsy	460	529
166	Paracentesis	230	265
167	Scleral graft for scleral melting or perforation	2800	3220
168	Amniotic membrane grafting	1100	1265
169	Cycloathermy	2300	2645
170	Intraocular foreign body removal	187	215
171	Electrolysis	230	265
172	Perforating injury repair	4500	5175
173	Botulinum injection for blepharospasm or squint	2500	2875
<b>TREATMENT PROCEDURE DENTAL PROCEDURES</b>			
174	Flap Operation per quadrant	360	414
175	Gingivectomy per quadrant	234	269
176	Reduction & immobilization of fracture- Maxilla Under LA	900	1035
177	Reduction & immobilization of fracture-Mandible Under LA	3500	4025

CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
178	splints/Circum mandibular wiring under LA	510	587
179	splints/Circum mandibular wiring under GA	990	1139
180	Internal wire fixation/plate fixation of Maxilla under LA	3000	3450
181	Internal wire fixation/plate fixation of Maxilla under GA	4000	4600
182	Internal wire fixation/plate fixation of Mandible under LA	3500	4025
183	Internal wire fixation/plate fixation of Mandible under GA	3825	4399
184	Extraction per tooth under LA	80	92
185	Complicated Ext. per Tooth under LA	100	115
186	Extraction of impacted tooth under LA	160	184
187	Extraction in mentally retarded/patients with systemic diseases/patient with special needs under short term GA	939	1080
188	Cyst & tumour of Maxilla /mandible by enucleation/ excision/ marsupialisation upto 4 cms under LA	244	281
189	Cyst & tumour of Maxilla/mandible by enucleation/ excision/ marsupialisation size more than 4 cms under LA	406	467
190	Cyst & tumour of Maxilla/mandible by enucleation/excision/marsupialisation size more than 4 cms under GA	1000	1150
191	TM joint ankylosis- under GA	7500	8625
192	Biopsy Intraoral Soft tissue	374	430
193	Biopsy Intraoral-Bone	374	430
194	Hemi-mandibulectomy with graft	21000	24150
195	Hemi-mandibulectomy without graft	21000	24150
196	Segmental-mandibulectomy with graft	3400	3910
197	Segmental-mandibulectomy without graft	990	1139
198	Maxillectomy- Total with graft	2500	2875
199	Maxillectomy- Total without graft	1950	2243
200	Maxillectomy- partial with graft	3000	3450
201	Maxillectomy- partial without graft	2500	2875
202	Release of fibrous bands & grafting -in (OSMF) treatment under GA	1500	1725
203	Pre-prosthetic surgery- Alveoloplasty	500	575
204	Pre-prosthetic surgery - ridge augmentation	1200	1380
205	Root canal Treatment(RCT) Anterior teeth(per tooth)	500	575
206	Root canal Treatment(RCT) Posterior teeth (per tooth)	700	805
207	Apicoectomy- Single root	500	575
208	Apicoectomy-Multiple roots	650	748
209	Metal Crown-per unit	500	575
210	Metal Crown with Acrylic facing per unit	700	805
211	Complete single denture-metal based	1350	1553
212	Complete denture- acrylic based per arch	950	1093
213	Removable partial denture-Metal based-up to 3 teeth	700	805
214	Removable partial denture-Metal based-more than 3 teeth	900	1035
215	Removable partial denture-Acrylic based-up to 3 teeth	500	575
216	Removable partial denture-Acrylic based-more than 3 teeth	264	304
217	Amalgum restoration-per tooth	200	230

CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
218	Composite Restoration-per tooth-anterior tooth	250	288
219	Glas Ionomer-per tooth	200	230
220	Scaling & polishing	300	345
221	Removable Orthodontics appliance- per Arch	630	725
222	Fixed Orthodontics-per Arch	1150	1323
223	Space maintainers-Fixed	500	575
224	Habit breaking appliances-removable	800	920
225	Habit breaking appliances-Fixed	1500	1725
226	Expansion plate	1000	1150
227	Feeding appliance for cleft palate	1500	1725
228	Maxillo-facial prosthesis (sal/auricular/orbital/facial lost part)	3500	4025
229	Functional orthodontic appliances	3000	3450
230	Obturator (Maxillo-facial)	1500	1725
231	Occlusal night guard(splint)	800	920
TREATMENT PROCEDURE ENT			
232	Pure Tone Audiogram	172	198
233	Impedence with stepedal reflex	230	265
234	SISI Tone Decay	132	152
235	Multiple hearing assessment test to Adults	115	132
236	Speech Discrimination Score	90	104
237	Speech Assessment	120	138
238	Speech therapy per session of 30-40 minutes	131	151
239	Cold Calorie Test for Vestibular function	172	198
240	Removal of foreign body From Nose	345	397
241	Removal of foreign body From Ear	230	265
242	Syringing (Ear)	166	191
243	Polyp removal under LA	575	661
244	Polyp removal under GA	850	978
245	Peritonsillar abscess Drainage under LA	1304	1500
246	Myringoplasty	6900	7935
247	Stapedectomy	9200	10580
248	Myringotomy with Grommet insertion	4600	5290
249	Tympanotomy	8625	9919
250	Tympanoplasty	13800	15870
251	Mastoidectomy	14950	17193
252	Otoplasty	15000	17250
253	Labyrinthectomy	13800	15870
254	Skull Base surgery	25000	28750
255	Facial Nerve Decompression	17250	19838
256	Septoplasty	5750	6613
257	Submucous Resection	6583	7570
258	Septo-rhinoplasty	16100	18515
259	Rhinoplasty- Non-cosmetic	11500	13225
260	Fracture Reduction	4250	4888
261	Intra nasal Diathermy	1150	1323
262	Turbinectomy	5750	6613



**CGHS CHENNAI - NEW RATES 2014**

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
263	Endoscopic DCR	11700	13455
264	Endoscopic Surgery	12420	14283
265	Septal Perforation Repair	13800	15870
266	Antrum Puncture	950	1093
267	Lateral Rhinotomy	1000	1150
268	Cranio-facial resection	25500	29325
269	Caldwell Luc Surgery	10626	12220
270	Angiofibroma Excision	15300	17595
271	Endoscopic Hypophysectomy	21500	24725
272	Endoscopic Optic Nerve Decompression	32775	37691
273	Decompression of Orbit	25500	29325
274	Punch/Wedge biopsy	674	775
275	Tonsillectomy	5000	5750
276	Uvulo-palatoplasty	15000	17250
277	FESS for antrochoanal polyp	5750	6613
278	FESS for ethmoidal polyp	5750	6613
279	Polyp removal ear	748	860
280	Polyp removal Nose(Septal polyp)	748	860
281	Mastoidectomy plus Ossiculoplasty including TORP or PORP	2415	2777
282	Endolymphatic sac decompression	2875	3306
283	Diagnostic endoscopy under GA	2070	2381
284	Yonges operation for Atrophic rhinitis	6900	7935
285	Vidian neurectomy for vasomotor Rhinitis	10350	11903
286	Nasal Packing-anterior	345	397
287	Nasal Packing-posterior	805	926
288	Ranula Excision	6843	7869
289	Tongue Tie excision	1500	1725
290	Sub Mandibular Duct Lithotomy	269	309
291	Adenoidectomy	5640	6486
292	Palatopharyngoplasty	8165	9390
293	Pharyngoplasty	17193	19772
294	Styloidectomy	9200	10580
295	Direct laryngoscopy including Biopsy under GA	4500	5175
296	Oesophagoscopy/foreign body removal from	1800	2070
297	Bronchoscopy with F.B. removal	2438	2804
298	Other Major Surgery	15000	17250
299	Other Minor Surgery	7650	8798
<b>TREATMENT PROCEDURE FOR HEAD AND NECK</b>			
300	Ear Lobe Repair one side	500	575
301	Excision of Pinna for Growth (Squamous/Basal/ Injuries) Skin Only	4000	4600
302	Excision of Pinna for Growth (Squamous/Basal/ Injuries) Skin and Cartilage	3800	4370
303	Partial Amputation of Pinna	4500	5175
304	Total Amputation of Pinna	6200	7130
305	Total Amputation & Excision of External Auditory Meatus	1500	1725

**CGHS CHENNAI - NEW RATES 2014**

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
306	Excision of Cystic Hygroma	5175	5951
307	Excision of Cystic Hygroma Extensive	6707	7713
308	Excision of Branchial Cyst	10350	11903
309	Excision of Branchial Sinus	10350	11903
310	Excision of Pharyngeal Diverticulum	10580	12167
311	Excision of Carotid Body-Tumours	11615	13357
312	Operation for Cervical Rib	12500	14375
313	Block Dissection of Cervical Lymph Nodes	15000	17250
314	Pharyngectomy & Reconstruction	15000	17250
315	Operation for Carcinoma Lip - Wedge-Excision	8050	9258
316	Operation for Carcinoma Lip - Vermilionectomy	5758	6622
317	Operation for Carcinoma Lip - Wedge Excision and Vermilionectomy	9292	10686
318	Estlander Operation	7475	8596
319	Abbe Operation	9800	11270
320	Cheek Advancement	9775	11241
321	Excision of the Maxilla	19320	22218
322	Excision of mandible-segmental	15525	17854
323	Mandibulectomy	21000	24150
324	Partial Glossectomy	5520	6348
325	Hemiglossectomy	7000	8050
326	Total Glossectomy	22885	26318
327	Commodo Operation	22000	25300
328	Parotidectomy - Superficial	12075	13886
329	Parotidectomy - Total	15000	17250
330	Parotidectomy - Radical	19550	22483
331	Repair of Parotid Duct	11500	13225
332	Removal of Submandibular Salivary gland	8625	9919
333	Hemithyroidectomy	9500	10925
334	Partial Thyroidectomy (lobectomy)	11500	13225
335	Subtotal Thyroidectomy	13053	15011
336	Total Thyroidectomy	19000	21850
337	Resection Enucleation of thyroid Adenoma	10580	12167
338	Total Thyroidectomy and Block Dissection	26450	30418
339	Excision of Lingual Thyroid	16882	19414
340	Excision of Thyroglossal Cyst/Fistula	13225	15209
341	Excision of Parathyroid Adenoma/Carcinoma	21275	24466
342	Laryngectomy	17825	20499
343	Laryngo Pharyngectomy	30000	34500
344	Hyoid Suspension	10350	11903
345	Genioplasty	12000	13800
346	Direct Laryngoscopy including biopsy under GA	5175	5951
347	Phonosurgery	13800	15870
348	Fibroptic examination of Larynx under LA	1553	1786
349	MicroLaryngeal Surgery	10350	11903
350	Laryngofissure	17250	19838

CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
351	Tracheal Stenosis Excision	19780	22747
<b>Head and neck cancer</b>			
352	Excisional Biopsies	5750	6613
353	Benign Tumour Excisions	9500	10929
354	Temporal Bone subtotal resection	20700	23809
355	Modified Radical Neck Dissection	25300	29099
356	Carotid Body Excision	26000	29900
357	Total Laryngectomy	39192	45071
358	Flap Reconstructive Surgery	40000	46000
359	Parapharyngeal Tumour Excision	39330	45230
360	Other Major Surgery	21250	24438
361	Other Minor Surgery	5000	5750
<b>TREATMENT PROCEDURE BREAST</b>			
362	Drainage of abscess	5400	6210
363	Excision of lumps	6272	7213
364	Local mastectomy-simple	12650	14548
365	Radical mastectomy-formal or modified.	28750	33063
366	Excision of mammary fistula	15000	17250
367	Segmental resection of breast	16100	18515
368	Other Major Surgery	25000	28750
369	Other Minor Surgery	5000	5750
<b>TREATMENT PROCEDURE GENERAL SURGERY</b>			
370	Injury Of Superficial Soft Tissues	383	440
371	Suturing of small wounds	269	309
372	Secondary suture of wounds	290	334
373	Debridement of wounds	450	518
374	Removal Of Foreign Bodies	300	345
<b>Biopsies</b>			
375	Excision of Cervical Lymph Node	1553	1786
376	Excision of Axillary Lymph Node	2049	2356
377	Excision of Inguinal Lymph Node	2049	2356
378	Excision Biopsy of Ulcers	1470	1691
379	Excision Biopsy of Superficial Lumps	2898	3333
380	Incision Biopsy of Growths/Ulcers	1470	1691
381	Trucut Needle Biopsy	1550	1783
382	Percutaneous Kidney Biopsy	1470	1691
383	Marrow Biopsy (Open)	1060	1219
384	Muscle Biopsy	1470	1691
385	Scalene Node Biopsy	1350	1553
386	Excision of Sebaceous Cysts	1118	1286
387	Excision of Superficial Lipoma	1932	2222
388	Excision of Superficial Neurofibroma	2250	2588
389	Excision of Dermoid Cysts	2049	2356
390	Haemorrhoidectomy	2500	2875
391	Stappler haemorrhoidectomy	4025	4629
392	keloid excision	1150	1323

CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
393	Varicose vein surgery;Tendelenburg operation with suturing or ligation.	8625	9919
<b>TREATMENT PROCEDURE OESOPHAGUS</b>			
394	Atresia of Oesophagus and Tracheo Oesophageal Fistula	28750	33063
395	Operations for Replacement of Oesophagus by Colon	25000	28750
396	Oesophagectomy for Carcinoma Oesophagus	25000	28750
397	Oesophageal Intubation (Mausseau Barbin Tube)	11500	13225
398	Achalasia Cardia Transthoracic	14950	17193
399	Achalasia Cardia Abdominal	12650	14548
400	Oesophago Gastrectomy for mid 1/3 lesion	24495	28169
401	Heller's Operation	19750	22713
402	Colon-Inter position or Replacement of Oesophagus	22540	25921
403	Oesophago Gastrectomy - Lower Corringers procedure	21390	24599
404	Other Major Surgery	27625	31769
405	Other Minor Surgery	5000	5750
<b>TREATMENT PROCEDURE ABDOMEN / GI SURGERY</b>			
406	Gastroscopy	1553	1786
407	Gastric & Duodenal Biopsy (Endoscopic)	1950	2243
408	Pyloromyotomy	2800	3220
409	Gastrostomy	8625	9919
410	Simple Closure of Perforated peptic Ulcer	9775	11241
411	Vagotomy Pyloroplasty / Gastro Jejunostomy	13800	15870
412	Duodenojejunostomy	18950	21793
413	Partial/Subtotal Gastrectomy for Carcinoma	23000	26450
414	Partial/Subtotal Gastrectomy for Ulcer	22425	25789
415	Operation for Bleeding Peptic Ulcer	20000	23000
416	Operation for Gastrojejunal Ulcer	19780	22747
417	Total Gastrectomy for Cancer	22368	25723
418	Highly Selective Vagotomy	18630	21425
419	Selective Vagotomy & Drainage	18630	21425
420	Congenital Diaphragmatic Hernia	18975	21821
421	Hiatus Hernia Repair- Abdominal	14490	16664
422	Hiatus Hernia Repair- Transthoracic	16100	18515
423	Exploratory Laparotomy	12650	14548
424	Epigastric Hernia Repair	11385	13093
425	Umbilical Hernia Repair	11385	13093
426	Ventral /Incisional Hernia Repair	10293	11837
427	Inguinal Hernia - Herniorraphy	14835	17060
428	Inguinal Hernia - Hernioplasty	16500	18975
429	Femoral Hernia Repair	16457	18926
430	Rare Hernias Repair (Spigalion, Obturator, Lumbar, Sciatic)	18975	21821
431	Splenectomy - For Trauma	18975	21821
432	Splenectomy - For Hypersplenism	14490	16664
433	Splenorenal Anastomosis	23000	26450
434	Portocaval Anastomosis	28750	33063
435	Direct Operation on Oesophagus for Portal Hypertension	22885	26318



## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
436	Mesentericocaval Anastomosis	25450	29268
437	Warren Shunt	28750	33063
438	Pancreato Duodenectomy	21735	24995
439	By Pass Procedure for Inoperable Carcinoma of Pancreas	23000	26450
440	Cystojejunostomy or Cystogastrostomy	14490	16664
441	Cholecystectomy	10292	11836
442	Cholecystectomy & Exploration of CBD	14375	16531
443	Repair of CBD	13600	15640
444	Operation for Hydatid Cyst of Liver	11902	13687
445	Cholecystostomy	10292	11836
446	Hepatic Resections (Lobectomy/Hepatectomy)	14375	16531
447	Operation on Adrenal Glands - Bilateral	26105	30021
448	Operation on Adrenal Glands - Unilateral	13800	15870
449	Appendicectomy	8108	9324
450	Appendicular Abscess - Drainage	9775	11241
451	Mesenteric Cyst. Excision	11040	12696
452	Peritonoscopy/Laparoscopy	4600	5290
453	Jejunostomy	5750	6613
454	Ileostomy	15410	17722
455	Resection & Anastomosis of Small Intestine	20700	23805
456	Duodenal Diverticulum	18400	21160
457	Operation for Intestinal Obstruction	10350	11903
458	Operation for Intestinal perforation	34200	39330
459	Benign Tumours of Small Intestine	19550	22483
460	Excision of Small Intestine Fistula	19550	22483
461	Operations for GI Bleed	16000	18400
462	Operations for Haemorrhage of Small Intestines	19550	22483
463	Operations of the Duplication of the Intestines	17825	20499
464	Operations for Recurrent Intestinal Obstruction (Noble Plication & Other Operations for Adhesions)	23000	26450
465	Ileocecalostomy and related resection	16790	19309
466	Ileotransverse Colostomy and related resection	16790	19309
467	Caecostomy	3903	4488
468	Loop Colostomy Transverse Sigmoid	13110	15077
469	Terminal Colostomy	17250	19838
470	Closure of Colostomy	17480	20102
471	Right Hemi-Colectomy	13800	15870
472	Left Hemi-Colectomy	13800	15870
473	Total Colectomy	17250	19838
474	Operations for Volvulus of Large Bowel	24920	28658
475	Operations for Sigmoid Diverticulitis	18630	21425
476	Fissure in Ano with Internal sphincterectomy with fissurectomy.	13800	15870
477	Fissure in Ano - Fissurectomy	5750	6613
478	Rectal Polyp-Excision	5092	5856
479	Fistula in Ano - High Fistulectomy	15102	17367
480	Fistula in Ano - Low Fistulectomy	9867	11347

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
481	Prolapse Rectum - Theirch Wiring	10350	11903
482	Prolapse Rectum - Rectopexy	5750	6613
483	Prolapse Rectum - Grahams Operation	18400	21160
484	Operations for Hirschsprungs Disease	14260	16399
485	Excision of Pilonidal Sinus (open)	11500	13225
486	Excision of Pilonidal Sinus with closure	11500	13225
487	Abdomino-Perineal Excision of Rectum	18300	21045
488	Anterior Resection of rectum	21850	25128
489	Pull Through Abdominal Resection	17170	19746
490	Retro Peritoneal Tumor Removal	18000	20700
491	Radio ablation of varicose veins	1800	2070
492	Laser ablation of varicose veins	17250	19838
493	Laparoscopic Fundoplication	19300	22195
494	Laparoscopic Splenectomy	25000	28750
495	Laparoscopic Removal of hydatid cyst	18000	20700
496	Laparoscopic treatment of Pseudo Pancreatic cyst	18000	20700
497	Laparoscopic whipples operation	20000	23000
498	Laparoscopic GI bypass operation	22000	25300
499	Laparoscopic Total Colectomy	25000	28750
500	Laparoscopic Hemi Colectomy	23000	26450
501	Laparoscopic Anterior Resection	23000	26450
502	Laparoscopic Cholecystectomy	18975	21821
503	Laparoscopic Appendicectomy	18000	20700
504	Laparoscopic Hernia inguinal repair	18000	20700
505	Laparoscopic ventral Hernia Repair	17500	20125
506	Laparoscopic Paraumbilical Hernia Repair	12580	14467
507	Laparoscopic Adrenalectomy	12000	13800
508	Laparoscopic Nephrectomy	22000	25300
509	Other Major Surgery	34200	39330
510	Other Minor Surgery	6000	6900
<b>TREATMENT PROCEDURE ICU/CCU PROCEDURES (SPECIAL</b>			
511	Coronary Care with Cardiac Monitoring (Room Rent extra)	750	863
512	Compressed air / piped oxygen /per hour	45	52
513	Ventilator charges (Per day)	531	611
514	Paediatric care for New born (Per day)	186	214
515	Incubator charges (Per day)	345	397
516	Neonatal ICU charges (Per day)	391	450
517	Resuscitation	184	212
518	Exchange Transfusion	239	275
519	Pneupack ventilator in Nursery (Per day)	575	661
<b>TREATMENT PROCEDURE CARDIOVASCULAR AND CARDIAC SURGERY &amp; INVESTIGATIONS</b>			
520	ASD Closure	51808	59579
521	VSD with graft	51808	59579
522	TOF/TAPVC/TCPC/REV/RSOV repair	127075	146136
523	B.D.Glenn/Left atrium myxoma	80750	92863

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
524	Senning/ASO with graft	122188	140516
525	DSO	93254	107242
526	AV Canal repair	161000	185150
527	Fonten	169000	194350
528	Conduit repair	169000	194350
529	CABG	114368	131523
530	CABG + IABP	152100	174915
531	CABG + Valve	169000	194350
532	CABG without bypass	140000	161000
533	Ascending aorta replacement	130000	149500
534	DVR	53000	60950
535	MVR/AVR	93254	107242
536	MV repair + AV repair	103615	119157
537	Aorta femoral bypass	52000	59800
538	B.T Shunt/Coarctation	51980	59777
539	P.A Banding septostomy	51980	59777
540	Pericardectomy	42320	48668
541	CMV/PDA	51980	59777
542	Gunshot injury	51980	59777
543	Heart transplant	276000	317400
544	Balloon coronary angioplasty/PTCA with VCD	75000	86250
545	Balloon coronary angioplasty/PTCA without VCD	75000	86250
546	Rotablation	48875	56206
547	balloon valvotomy/PTMC	10264	11804
548	CATH	10000	11500
549	Arch Replacement	10350	11903
550	Aortic Dissection	12650	14548
551	Thoraco Abdominal Aneurism Repair	15000	17250
552	Embolectomy	21000	24150
553	Vascular Repair	36000	41400
554	Bentall Repair with Prosthetic Valve	30000	34500
555	Bentall Repair with Biologic Valve	127500	146625
556	Coarctation dilatation	14500	16675
557	Coarctation dilatation with Stenting	18500	21275
558	TPI Single Chamber	7500	8625
559	TPI Dual Chamber	8160	9384
560	Permanent pacemaker implantation- Single Chamber	13800	15870
561	Permanent pacemaker implantation- Dual Chamber	19320	22218
562	Permanent pacemaker implantation Biventricular	34500	39675
563	AICD implantation Single Chamber	28750	33063
564	AICD implantation Dual Chamber	36000	41400
565	Combo device implantation	40000	46000
566	Diagnostic Electrophysiological studies conventional	4550	5233
567	Ambulatory BP monitoring	587	675
568	External Loop/event recording	2848	3275
569	RF Ablation conventional	35000	40250

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
570	RF Ablation Atrial Tachycardia/Carto	45000	51750
571	Endomyocardial biopsy	10000	11500
572	IABP	7820	8993
573	Intra vascular coils	46000	52900
574	Septostomy- Balloon	16150	18573
575	Septostomy- Blade	19550	22483
576	AVBD/PVBD	48300	55545
577	Digital subtraction angiography-Peripheral artery	11500	13225
578	Digital subtraction angiography- venogram	11500	13225
579	C.T Guided biopsy	1265	1455
580	Sinogram	863	992
581	Peripheral Angioplasty with VCD	11500	13225
582	Peripheral Angioplasty without VCD	11500	13225
583	Renal Angioplasty	60350	69403
584	IVUS	22500	25875
585	FFR	12750	14663
586	Holter analysis	850	978
587	Aortic stent grafting for aortic aneurysm	78500	90275
588	IVC Filter implantation	16129	18548
589	ASD/VSD/PDA device closure	36225	41659
590	ECG	50	58
591	HUTT	2200	2530
592	2 D echocardiography	1080	1242
593	3 D echocardiography	1263	1452
594	Fetal Echo	1260	1449
595	2 D TEE	1263	1452
596	3 D TEE(Transoesophageal echo )	1263	1452
597	Stress Echo- exercise	1350	1553
598	Stress Echo- pharmacological	2250	2588
599	Stress MPI- exercise	1760	2024
600	Stress MPI- pharmacological	2500	2875
601	Coronary angiography	10350	11903
602	CT coronary angiography	6030	6935
603	Cardiac CT scan	2272	2613
604	Cardiac MRI	2444	2811
605	Stress Cardiac MRI	3000	3450
606	MR angiography	5635	6480
607	Cardiac PET	1500	1725
608	Pericardiocentesis	3500	4025
609	Other Major Surgery	20000	23000
610	Other Minor Surgery	4250	4888
<b>TREATMENT PROCEDURE OBSTETRICS AND GYNAECOLOGY</b>			
611	Normal delivery with or without Episiotomy & P. repair	8000	9200
612	vacuum delivery	8625	9919
613	Forceps Delivery	9200	10580
614	Cesarean Section	14050	16158



## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
615	Cesarean Hysterectomy	17078	19640
616	Rupture Uterus closure & repair with Tubal Ligation	15750	18113
617	Perforation of Uterus after D/E Laparotomy & Closure	12420	14283
618	Laparotomy for Ectopic pregnancy	12700	14605
619	Laparotomy-peritonitis Lavage and Drainage	11100	12765
620	Salpingo-Oophorectomy/ Oophorectomy Laproscopic	10000	11500
621	Ovarian Cystectomy-laparoscopic	10350	11903
622	Ovarian Cystectomy-laparotomy	13800	15870
623	Salpingo-Oophorectomy-laparotomy	11520	13248
624	Laparoscopic Broad Ligament Hematoma Drainage with repair	6900	7935
625	Exploration of perineal Haematoma & Repair	8000	9200
626	Exploration of abdominal Haematoma (after laparotomy + LSCS)	8050	9258
627	Manual Removal of Placenta	3105	3571
628	Examination under anesthesia (EUA)	1000	1150
629	Burst-abdomen Repair	10000	11500
630	Gaping Perineal Wound Secondary Suturing	1656	1904
631	Gaping abdominal wound Secondary Suturing	3105	3571
632	Complete perineal tear-repair	2000	2300
633	Exploration of PPH-tear repair	3150	3623
634	Suction evacuation vesicular mole	5000	5750
635	Suction evacuation Missed abortion/ incomplete abortion	5000	5750
636	Colpotomy	3450	3968
637	Repair of post-coital tear/ perineal injury	3157	3631
638	Excision of urethral caruncle	3450	3968
639	Shirodkar/ Mc. Donald's stitch	3220	3703
640	Abdominal Hysterectomy with or without salpingo-oophorectomy	15525	17854
641	Vaginal Hysterectomy (NDVH)	15525	17854
642	Vaginal Hysterectomy with repairs (UV Prolapse)	16000	18400
643	Myomectomy-laparotomy	13400	15410
644	Myomectomy-laparoscopic	6325	7274
645	Vaginoplasty	14700	16905
646	Vulvectomy-Simple	9200	10580
647	Vulvectomy-Radical	9200	10580
648	RVF Repair	14000	16100
649	Manchester Operation	15000	17250
650	Shirodkar's sling Operation or other sling operations for prolapse uterus	3450	3968
651	Laparoscopic sling operations for prolapse uterus	25200	28980
652	Diagnostic Curettage	2484	2857
653	Cervical Biopsy	1800	2070
654	Polypectomy	1518	1746
655	Other-Minor Operation Endometrial	2300	2645
656	Excision Vaginal Cyst/Bartholin Cyst	3105	3571
657	Excision Vaginal Septum	4140	4761

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
658	Laparoscopy-Diagnostic with chromopertubation and or adhesiolysis and drilling	3623	4166
659	Laparoscopy Sterilization	3450	3968
660	LAVH	22719	26127
661	Balloon Temponade for PPH	2800	3220
662	Total laparoscopic hysterectomy	24000	27600
663	Laparoscopic treatment of Ectopic pregnancy-salpingectomy/salpingostomy conservative	9775	11241
664	Conisation of cervix	4025	4629
665	Trachelectomy of cervix for early CA cervix	5500	6325
666	Hysteroscopic cannulation	2875	3306
667	Laparotomy recanalization of Fallopian tubes-(Tubuloplasty)	20183	23210
668	Laparoscopic recanalization of Fallopian tubes-(Tubuloplasty)	19500	22425
669	Colposcopy	958	1102
670	Inversion of Uterus - Vaginal Reposition	2500	2875
671	Inversion of Uterus - Abdominal Reposition	2500	2875
672	Laparoscopic VVF Repair	28000	32200
673	Abdominal VVF Repair	28000	32200
674	Vaginal VVF Repair	28000	32200
675	Interventional Ultrasonography (CVS)	880	1012
676	Amniocentesis	880	1012
677	Karyotyping	800	920
678	Thermal balloon ablation	11500	13225
679	Ultrasonographic myolysis	10000	11500
680	Vaginal Myomectomy	10000	11500
681	Intra Uterine Insemination	920	1058
682	ICSI	11500	13225
683	Laparotomy abdominal sacro-colpopexy	15000	17250
684	Vaginal Colpopexy	22000	25300
685	Laparoscopic abdominal sacro-colpopexy	20000	23000
686	Laparotomy pelvic Lymphadenectomy	1200	1380
687	Laparoscopic pelvic Lymphadenectomy	3500	4025
688	Endometrial aspiration cytology/biopsy	570	656
689	Transvaginal sonography (TVS for Follicular monitoring /aspiration)	460	529
690	Laparoscopic treatment for stress incontinence	13500	15525
691	Transvaginal tapes for Stress incontinence	13500	15525
692	trans-obturator tapes for Stress incontinence	11000	12650
693	Interventional radiographic arterial embolization	16500	18975
694	Diagnostic cystoscopy	2875	3306
695	Staging laparotomy surgery for CA Ovary	6200	7130
696	Internal iliac ligation	3393	3902
697	stepwise devascularisation	8600	9890
698	Assisted breech delivery	9833	11308
699	Intra-uterine fetal blood transfusion	19148	22020
700	Hysteroscopy TCRC	8500	9775



**CGHS CHENNAI - NEW RATES 2014**

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
701	Hysteroscopy Removal of IUCD	6750	7763
702	Hysteroscopy Removal of Septum	9900	11385
703	Hysteroscopy Diagnostic	6750	7763
704	Radical Hysterectomy for Cancer cervix with pelvic lymphadenectomy	8500	9775
705	Radical Hysterectomy for Cancer endometrium extending to cervix with pelvic and para aortic lymphadenectomy	8500	9775
706	Sterilization Post partum (minilap)	3600	4140
707	Sterilization interval (minilap)	3750	4313
708	Ultrasonography Level II scan/Anomaly Scan	500	575
709	Fetal nuchal Translucency	270	311
710	Fetal Doppler/Umbilical Doppler/Uterine Vessel Doppler	850	978
711	MTP- 1st Trimester	2700	3105
712	MTP - 2nd Trimester	3933	4523
713	Quadruple test	2000	2300
714	Biophysical score	600	690
715	Other Major Surgery	28000	32200
716	Other Minor Surgery	5000	5750
<b>TREATMENT PROCEDURE NEPHROLOGY AND UROLOGY</b>			
717	Partial Nephrectomy -open	16215	18647
718	Partial Nephrectomy-laparoscopic/endoscopic	14490	16664
719	Nephrolithomy -open	12000	13800
720	Nephrolithomy -laparoscopic/endoscopic	14000	16100
721	Pyelolithotomy-open	13000	14950
722	Pyelolithotomy-laparoscopic/endoscopic	10580	12167
723	Operations for Hydronephrosis -pyeloplasty open	18400	21160
724	Operations for Hydronephrosis -pyeloplasty Lap/endoscopic	19000	21850
725	Operations for Hydronephrosis Endopyelotomy antegrade	20000	23000
726	Operations for Hydronephrosis Endopyelotomy retrograde	20000	23000
727	Operations for Hydronephrosis -ureterocalicostomy	18000	20700
728	Operations for Hydronephrosis-ileal ureter	18000	20700
729	Open Drainage of Perinephric Abscess	8000	9200
730	Percutaneous Drainage of Perinephric Abscess-Ultrasound guided	5750	6613
731	Cavernostomy	9775	11241
732	Operations for Cyst of the Kidney -open	11960	13754
733	Operations for Cyst of the Kidney -Lap/endoscopic	14030	16135
734	Ureterolithotomy-open	13248	15235
735	Ureterolithotomy-Lap/Endoscopic	10000	11500
736	Nephroureterectomy open	16100	18515
737	Nephroureterectomy-Lap/Endoscopic	16100	18515
738	Operations for Ureter for -Double Ureters	19000	21850
739	Operations for Ureter -for Ectopia of Single Ureter	18000	20700
740	Operations for Vesico- ureteric Reflux -Open	18000	20700
741	Operations for Vesico- ureteric Reflux-Lap/Endoscopic	18000	20700

**CGHS CHENNAI - NEW RATES 2014**

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
742	Operations for Vesico- ureteric Reflux/ Urinary incontinence with bulking agents	20700	23805
743	Ureterostomy - Cutaneous	12000	13800
744	Uretero-Colic anastomosis	16000	18400
745	Formation of an Ileal Conduit	17250	19838
746	Ureteric Catheterisation	690	794
747	Biopsy of Bladder (Cystoscopic)	2070	2381
748	Cysto-Litholapaxy	10925	12564
749	Operations for Injuries of the Bladder	10000	11500
750	Suprapubic Drainage (Cystostomy/vesicostomy)	6000	6900
751	Simple Cystectomy	17250	19838
752	Diverticulectomy-open	16000	18400
753	Diverticulectomy- Lap/Endoscopic	18400	21160
754	Diverticulectomy-Endoscopic incision of neck	1725	1984
755	Augmentation Cystoplasty	6670	7671
756	Operations for Extrophy of the Bladder- Single stage repair	22300	25645
757	Operations for Extrophy of the Bladder- Multistage repair	20815	23937
758	Operations for Extrophy of the Bladder- simple cystectomy with urinary diversion	22500	25875
759	Repair of Ureterocol-Open	13800	15870
760	Repair of Ureterocol-Lap/Endoscopic	14375	16531
761	Repair of Ureterocol-Endoscopic incision	13000	14950
762	Open Suprapubic Prostatectomy	20700	23805
763	Open Retropubic Prostatectomy	20125	23144
764	Transurethral Resection of Prostate (TURP)	18630	21425
765	Urethroscopy/ Cystopanendoscopy	4600	5290
766	Internal urethrotomy-optical	5750	6613
767	Internal urethrotomy-Core through urethroplasty	11040	12696
768	Urethral Reconstruction -End to end anastomosis	3450	3968
769	Urethral Reconstruction - substitution urethroplasty (Transpubic urethroplasty)	19550	22483
770	Abdomino Perineal urethroplasty	14000	16100
771	Posterior Urethral Valve fulguration.	11270	12961
772	Operations for Incontinence of Urine - Male -Open	17250	19838
773	Operations for Incontinence of Urine - Male -Sling	18400	21160
774	Operations for Incontinence of Urine - Male-Bulking agent	19435	22350
775	Operations for Incontinence of Urine - Female -Open	17250	19838
776	Operations for Incontinence of Urine - Female-Sling	18400	21160
777	Operations for Incontinence of Urine - Female-Bulking agent	19435	22350
778	Reduction of Paraphimosis	1725	1984
779	Circumcision	3000	3450
780	Meatotomy	2346	2698
781	Meatoplasty	3220	3703
782	Operations for Hypospadias + Chordee Correction	9200	10580
783	Operations for Hypospadias - Second Stage	15000	17250
784	Operations for Hypospadias - One Stage Repair	9200	10580

**CGHS CHENNAI - NEW RATES 2014**

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
	Operations for Crippled Hypospadias	11500	13225
785	Operations for Crippled Hypospadias	12593	14482
786	Operations for Epispadias - primary repair	11385	13093
787	Operations for Epispadias-crippled epispadias	10764	12379
788	Partial Amputation of the Penis	12000	13800
789	Total amputation of the Penis	9775	11241
790	Orchidectomy-Simple	12075	13886
791	Orchidectomy-Radical		
792	Post Radical Orchidectomy retroperitoneal lymph node dissection.	14000	16100
793	Epididymectomy	8000	9200
794	Adrenalectomy Unilateral/Bilateral for Tumour/For Carcinoma-Open	25300	29095
795	Adrenalectomy Unilateral/Bilateral for Tumour/For Carcinoma -Lap/Endoscopic	14375	16531
796	Operations for Hydrocele - Unilateral	5865	6745
797	Operations for Hydrocele - Bilateral	8556	9839
798	Operation for Torsion of Testis	11500	13225
799	Micro-surgical Vasovasostomy /Vaso epididymal anastomosis.	11040	12696
800	Operations for Varicocele Unilateral-Microsurgical	7705	8861
801	Operations for Varicocele Palomo's Unilateral - Lap	9200	10580
802	Operations for Varicocele Bilateral -Microsurgical	12650	14548
803	Operations for Varicocele Bilateral - Lap/ Palomo	14950	17193
804	Block Dissection of ilio-inguinal Nodes - One Side (For Ca-Penis)	6325	7274
805	Block Dissection of ilio-inguinal Nodes - Both Sides (For Ca-Penis)	23000	26450
806	Excision of Filarial Scrotum	11500	13225
807	Kidney Transplantation (related)	3500	4025
808	Kidney Transplantation (Spousal/ unrelated)	143000	164450
809	ABO incompatible Transplantation	441000	507150
810	Swap Transplantation	349200	401580
811	Kidney Transplant Graft Nephrectomy	59500	68425
812	Donor Nephrectomy (open)	28750	33063
813	Donor Nephrectomy (Laparoscopic)	46000	52900
814	Cadaver Transplantation	83300	95795
815	Kidney Transplant with Native Kidney Nephrectomy (Related)/ Unilateral	28000	32200
816	Kidney Transplant with Native Kidney Nephrectomy (Related)/ Bilateral	85000	97750
817	Kidney Transplant with Native Kidney Nephrectomy (Spousal/ Unrelated) Unilateral	85000	97750
818	Kidney Transplant with Native Kidney Nephrectomy (Spousal/ Unrelated) Bilateral	85000	97750
819	Post-Transplant Collection drainage for Lymphocele (open)	6800	7820
820	Post-Transplant Collection drainage for Lymphocele (percutaneous)	6800	7820

**CGHS CHENNAI - NEW RATES 2014**

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
821	Post-Transplant Collection drainage for Lymphocele (Laparoscopic)	7650	8798
822	Arteriovenous Fistula for Haemodialysis	2300	2645
823	Arteriovenous Shunt for Haemodialysis	3500	4025
824	Jugular Catheterization for Haemodialysis	1500	1725
825	Subclavian Catheterization for Haemodialysis	2250	2588
826	One sided (single Lumen) Femoral Catheterization for Haemodialysis	1000	1150
827	Bilateral (single Lumen) Femoral Catheterization for Haemodialysis	1500	1725
828	Double Lumen Femoral Catheterization for Haemodialysis	1850	2128
829	Permcath Insertion	2520	2898
830	Arterio venous Prosthetic Graft	1850	2128
831	Single lumen Jugular Catheterization	1500	1725
832	Single lumen Subclavian Catheterization	1700	1955
833	Plasma Exchange/ Plasma pheresis	1725	1984
834	Open method CAPD catheter insertion	3500	4025
835	Schlenger method CAPD catheter insertion	3150	3623
836	Sustained low efficiency hemodialysis	1250	1438
837	Continuous Veno venous/Arteriovenous Hemofiltration	2250	2588
838	Hemodialysis for Sero negative cases	1400	1610
839	Hemodialysis for Sero Positive cases	1650	1898
840	Acute Peritoneal Dialysis	1450	1668
841	Fistulogram for Arteriovenous Fistula	2500	2875
842	Ultrasound guided kidney Biopsy	850	978
843	Fistula stenosis dilation	2700	3105
844	Slow continuous Ultrafiltration	2500	2875
845	PCNL - Unilateral	20000	23000
846	PCNL - Bilateral	25000	28750
847	Endoscopic Bulking agent Inject	4500	5175
848	Testicular Biopsy	1955	2248
849	Radical Nephrectomy -Open	17250	19838
850	Radical Nephrectomy-Lap/Endoscopic	20700	23805
851	Radical Nephrectomy plus IV thrombus	20700	23805
852	Radical Nephrectomy plus IV thrombus plus cardiac bypass.	23000	26450
853	Vesico Vaginal Fistula Repair (Open)	16000	18400
854	Vesico Vaginal Fistula Repair (Laparoscopic)	22000	25300
855	Radical Cystectomy -Ileal conduit	17000	19550
856	Radical Cystectomy - continent diversion.	15000	17250
857	Radical Cystectomy - Neo bladder	18500	21275
858	Nephrectomy Simple -Open	10074	11585
859	Nephrectomy Simple-lap/Endoscopic	12593	14482
860	Nephrostomy -Open	10000	11500
861	Nephrostomy -Lap/Endoscopic	9634	11079
862	Ureteric Re-implant for Megaureter/Vesicoureteric reflux/ uterocoele (open)	10494	12068



CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
863	Ureteric Re-implant for Megaureter/Vesicoureteric reflex/ uterocoele (Laparoscopic)	10494	12068
864	Partial Cystectomy	13800	15870
865	TURP & TUR Bladder Tumour	17250	19838
866	TURP with Cystolithotripsy	17000	19550
867	Closure of Urethral Fistula	11000	12650
868	Orchidopexy - Unilateral - Open	9867	11347
869	Orchidopexy - Unilateral - Lap/Endoscopic	12334	14184
870	Orchidopexy - Bilateral - Open	12282	14124
871	Orchidopexy - Bilateral - Lap/Endoscopic	14500	16675
872	Cystolithotomy - Suprapubic	9775	11241
873	Endoscopic Removal of Stone in Bladder	3450	3968
874	Resection Bladder Neck Endoscopic/Bladder neck incision/transurethral incision on prostate	10925	12564
875	Ureteroscopic Surgery	10350	11903
876	Urethroplasty 1st Stage	10925	12564
877	Scrotal Exploration	8556	9839
878	Perineal Urethrostomy	4715	5422
879	Dilatation of Stricture Urethra under G.A.	2000	2300
880	Dilatation of Stricture Urethra under LA	1725	1984
881	Laparoscopic Nephrectomy	33350	38353
882	Laparoscopic partial Nephrectomy	10000	11500
883	Laparoscopic pyelolithotomy	12650	14548
884	Laparoscopic Pyeloplasty	9775	11241
885	Laparoscopic surgery for Renal cyst	9775	11241
886	Laparoscopic ureterolithotomy	11500	13225
887	Laparoscopic Nephro ureterectomy	13225	15209
888	Lithotripsy Extra corporeal shock wave.	19000	21850
889	Uroflow Study (Uroflowmetry)	450	518
890	Urodynamics Study (Cystometry)	480	552
891	Cystoscopy with Retrograde Catheter - Unilateral /RGP	2803	3223
892	Cystoscopy with Retrograde Catheter - Bilateral /RGP	4675	5376
893	Cystoscopy with Bladder Biopsy (Cold Cup Biopsy)	3381	3888
894	Voiding-cysto-urethrogram and retrograde urethrogram (Nephrostogram)	414	476
895	Radical prostatectomy-Open	17825	20499
896	Radical prostatectomy-Laparoscopic	20125	23144
897	Radical prostatectomy-Robotic (Robotic Partial Nephrectomy)	20125	23144
898	Holmium YAG Prostate Surgery	15000	17250
899	Holmium YAG OIU	4600	5290
900	Holmium YAG Core Through	17250	19838
901	Holmium YAG Stone Lithotripsy	10200	11730
902	Green Light laser for prostate	17250	19838
903	RIRS/ Flexible Ureteroscopy	6800	7820
904	Microscopic VEA/ Vaso-Vasostomy (for Infertility)	13500	15525

CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
905	Cystoscopic Botulinum Toxin Injection ( Over active bladder/ Neurogenic bladder)	6800	7820
906	Peyronie's disease - Plaque excision with grafting	3400	3910
907	High Intensity Focus Ultrasound (HIFU) (Robotic) for Carcinoma prostate and renal cell carcinoma	4600	5290
908	Prosthetic surgery for urinary incontinence	2300	2645
909	TRUS guided prostate biopsy	575	661
910	Ultra sound guided PCN	720	828
911	Other Major Surgery	15000	17250
912	Other Minor Surgery	6800	7820
<b>TREATMENT PROCEDURE NEURO-SURGERY</b>			
913	Craniotomy and Evacuation of Haematoma -Subdural	50715	58322
914	Craniotomy and Evacuation of Haematoma -Extradural	50000	57500
915	Evacuation/Excision of Brain Abscess by craniotomy	40000	46000
916	Excision of Lobe (Frontal Temporal Cerebellum etc.)	41000	47350
917	Excision of Brain Tumours -Supratentorial	39123	44991
918	Excision of Brain Tumours -Infratentorial	45000	51750
919	Surgery of spinal Cord Tumours	45000	51750
920	Ventriculoatrial/Ventriculoperitoneal Shunt	25000	28750
921	Twist Drill Craniostomy	4250	4888
922	Subdural Tapping	2456	2824
923	Ventricular Tapping	2967	3412
924	Abscess Tapping	2875	3306
925	Placement of ICP Monitor -	2875	3306
926	Skull Traction Application	2300	2645
927	Lumber Pressure Monitoring	4250	4888
928	Vascular Malformations	22000	25300
929	Meningo Encephalocele excision and repair	15000	17250
930	Meningomyelocele Repair	24995	28744
931	C.S.F. Rhinorrhea Repair	28750	33063
932	Cranioplasty	24150	27773
933	Anterior Cervical Dissection	16600	19090
934	Brachial Plexus Exploration and neurotization	15525	17854
935	Median Nerve Decompression	12600	14490
936	Peripheral Nerve Surgery - Major	17250	19838
937	Peripheral Nerve Surgery - Minor	8280	9522
938	Ventriculo-Atrial Shunt	11615	13357
939	Nerve Biopsy	6900	7935
940	Brain Biopsy	5808	6679
941	Anterior Cervical Spine Surgery with fusion	32200	37030
942	Anterior Lateral Decompression of spine	28750	33063
943	Brain Mapping	837	963
944	Cervical or Dorsal or Lumbar Laminectomy	23000	26450
945	Combined Trans-oral Surgery & CV Junction Fusion	34500	39675
946	C.V. Junction Fusion procedures	30000	34500
947	Depressed Fracture Elevation	25000	28750

**CGHS CHENNAI - NEW RATES 2014**

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
948	Lumbar Discectomy	27600	31740
949	Endarterectomy (Carotid)	20000	23000
950	R.F. Lesion for Trigeminal Neuralgia	11500	13225
951	Spasticity Surgery -	39675	45626
952	Spinal Fusion Procedure	30000	34500
953	Spinal Intra Medullary Tumours	34500	39675
954	Spinal Bifida Surgery Major	18975	21821
955	Spinal Bifida Surgery Minor	15000	17250
956	Stereotaxic Procedures- biopsy/aspiration of cyst	23000	26450
957	Trans Sphenoidal Surgery	30000	34500
958	Trans Oral Surgery	30000	34500
959	Implantation of DBS -One electrode	34500	39675
960	Implantation of DBS -two electrodes	40250	46288
961	Endoscopic aqueductoplasty	15000	17250
962	Facial nerve reconstruction	30000	34500
963	Carotid stenting	42263	48602
964	Cervical disc arthroplasty	27600	31740
965	Lumbar disc arthroplasty	13800	15870
966	Corpus callostomy for Epilepsy	35000	40250
967	Hemispherectomy for Epilepsy	32200	37030
968	Endoscopic CSF rhinorrhea repair	30000	34500
969	Burr hole evacuation of chronic subdural haematoma	24150	27773
970	Epilepsy surgery	36225	41659
971	RF lesion for facet joint pain syndrome	17250	19838
972	Cervical laminoplasty	32000	36800
973	Lateral mass C1-C2 screw fixation	23000	26450
974	Microsurgical decompression for Trigeminal nerve	38000	43700
975	Microsurgical decompression for hemifacial spasm	4646	5343
976	IC EC bypass procedures	32000	36800
977	Image guided craniotomy	28980	33327
978	Baclofen pump implantation	39000	44850
979	Programmable VP shunt	25000	28750
980	Endoscopic sympathectomy	17107	19673
981	Lumber puncture	207	238
982	External ventricular drainage (EVD)	4600	5290
983	Endoscopic 3rd ventriculostomy	40000	46000
984	Endoscopic cranial surgery/Biopsy/aspiration	31536	36266
985	Endoscopic discectomy (Lumbar, Cervical)	35621	40964
986	Aneurysm coiling (Endovascular)	30960	35604
987	Surgery for skull fractures	40000	46000
988	Carpel Tunnel decompression	15000	17250
989	Clipping of intracranial aneurysm	24150	27773
990	Surgery for intracranial Arteriovenous malformations(AVM)	40000	46000
991	Foramen magnum decompression for Chari Malformation	1100	1265
992	Dorsal column stimulation for backache in failed back syndrome	28750	33063
993	Surgery for recurrent disc prolapse/epidural fibrosis	32200	37030

**CGHS CHENNAI - NEW RATES 2014**

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
994	Surgery for brain stem tumours	43988	50586
995	Decompressive craniotomy for hemispherical acute subdural haematoma/brain swelling/large infarct	40000	46000
996	Intra-arterial thrombolysis with TPA (for ischemic stroke)	4600	5290
997	Steriotactic aspiration of intracerebral haematoma	32545	37427
998	Endoscopic aspiration of intracerebellar haematoma	40000	46000
999	Steriotactic Radiosurgery for brain pathology(X knife/ Gamma ) - ONE session	27560	31694
1000	Steriotactic Radiosurgery for brain pathology(X knife / Gamma knife -Two or more sessions	57500	66125
1001	Chemotherapy wafers for malignant brain tumors	14450	16618
1002	Battery Placement for DBS	19800	22770
1003	Baclofen pump implantation for spasticity	17330	19930
1004	Peripheral Nerve tumor surgery	24000	27600
1005	Surgery Intra Cranial Meningioma	20000	23000
1006	Surgery for Intracranial Schwannoma	35000	40250
1007	Surgery for Gliomas	45000	51750
1008	Surgery for Orbital tumors	40000	46000
1009	Surgery for Cranial (Skull) tumors	38500	44275
1010	Surgery for Scalp AVM's	25000	28750
1011	Kyphoplasty	40000	46000
1012	Balloon Kyphoplasty	40000	46000
1013	Lesioning procedures for Parkinson's disease, Dystonia etc.	35000	40250
1014	Other Major Surgery	42500	48875
1015	Other Minor Surgery	17000	19550
<b>TREATMENT PROCEDURE PAEDIATRIC SURGERY</b>			
1016	Excision of thyroglossal Duct/Cyst	16000	18400
1017	Diaphragmatic Hernia Repair (Thoracic or Abdominal Approach)	17250	19838
1018	Tracheo Oesophageal Fistula (Correction Surgery)	23000	26450
1019	Colon Replacement of Oesophagus	23000	26450
1020	Omphalo Mesenteric Cyst Excision	17250	19838
1021	Omphalo Mesenteric Duct- Excision	15525	17854
1022	Meckels Diverticulectomy	3347	3849
1023	Omphalocele 1st Stage (Hernia Repair)	15525	17854
1024	Omphalocele 2nd Stge (Hernia Repair)	17250	19838
1025	Gastrochisis Repair	16100	18515
1026	Inguinal Herniotomy	12558	14442
1027	Congenital Hydrocele	12000	13800
1028	Hydrocele of Cord	12000	13800
1029	Torsion Testis Operation	15000	17250
1030	Congenital Pyloric Stenosis- operation	13938	16029
1031	Duodenal- Atresia Operation	14000	16100
1032	Pancreatic Ring Operation	22425	25789
1033	Meconium ileus Operation	14500	16675
1034	Malrotation of Intestines Operation	13000	14950
1035	Rectal Biopsy (Megacolon)	9736	11196



## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1036	Colostomy Transverse	15000	17250
1037	Colostomy Left Iliac	15000	17250
1038	Abdominal Perineal Pull Through (Hirschsprung Disease)	19000	21850
1039	Imperforate Anus Low Anomaly - Cut Back Operation	10235	11770
1040	Imperforate Anus Low Anomaly - Perineal Anoplasty	12000	13800
1041	Imperforate Anus High Anomaly - Sacroabdomino Perineal Pull Through	12500	14375
1042	Imperforate Anus High Anomaly - Closure of Colostomy	8625	9919
1043	Intussusception Operation	20700	23805
1044	Choledochoduodenostomy for Atresia of Extra Hepatic Biliary Duct	15000	17250
1045	Operation of Choledochal Cyst	16000	18400
1046	Nephrectomy for - Pyonephrosis	17000	19550
1047	Nephrectomy for - Hydronephrosis	15000	17250
1048	Nephrectomy for - Wilms Tumour	15000	17250
1049	Paraortic Lymphadenectomy with Nephrectomy for Wilms Tumour	20000	23000
1050	Sacro-Coccygeal Teratoma Excision	14000	16100
1051	Neuroblastoma Debulking	16000	18400
1052	Neuroblastoma Total Excision	20700	23805
1053	Rhabdomyosarcoma wide Excision	15000	17250
1054	Congenital Atresia & Stenosis of Small Intestine	19000	21850
1055	Muconium ileus	16000	18400
1056	Mal-rotation & Volvulus of the Midgut	15000	17250
1057	Excision of Meckle's Diverticulum	12000	13800
1058	Other Major Surgery	27000	31050
1059	Other Minor Surgery	11050	12708
<b>TREATMENT PROCEDURE BURNS AND PLASTIC SURGERY</b>			
1060	Primary Suturing of Wound	300	345
1061	Injection of Keloids - Ganglion	1000	1150
1062	Injection of Keloids - Haemangioma	1035	1190
1063	Free Grafts - Wolfe Grafts	1725	1984
1064	Free Grafts - Theirech- Small Area 5%	7475	8596
1065	Free Grafts - Large Area 10%	8000	9200
1066	Free Grafts - Very Large Area 20% and above.	10350	11903
1067	Skin Flaps - Rotation Flaps	8970	10316
1068	Skin Flaps - Advancement Flaps	12500	14375
1069	Skin Flaps - Direct- cross Leg Flaps- Cross Arm Flap	12500	14375
1070	Skin Flaps - Cross Finger	12500	14375
1071	Skin Flaps - Abdominal	9350	10753
1072	Skin Flaps - Thoracic	9350	10753
1073	Skin Flaps - Arm Etc.	11000	12650
1074	Subcutaneous Pedicle Flaps Raising	6900	7935
1075	Subcutaneous Pedicle Flaps Delay	5950	6843
1076	Subcutaneous Pedicle Flaps Transfer	5950	6843
1077	Cartilage Grafting	8625	9919

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1078	Reduction of Facial Fractures of Nose	1380	1587
1079	Reduction of Facial Fractures of Maxilla	8000	9200
1080	Reduction of Fractures of Mandible & Maxilla - Eye Let Splinting	7475	8596
1081	Reduction of Fractures of Mandible & Maxilla - Cast Netal Splints	6900	7935
1082	Reduction of Fractures of Mandible & Maxilla - Gumming Splints	7500	8625
1083	Internal Wire Fixation of Mandible & Maxilla	11500	13225
1084	Cleft Lip - repair.	11500	13225
1085	Cleft Palate Repair	12650	14548
1086	Primary Bone Grafting for alveolar cleft in Cleft Lip	11500	13225
1087	Secondary Surgery for Cleft Lip Deformity	10000	11500
1088	Secondary Surgery for Cleft Palate	12650	14548
1089	Reconstruction of Eyelid Defects - Minor	6325	7274
1090	Reconstruction of Eyelid Defects - Major	8500	9775
1091	Plastic Surgery of Different Regions of the Ear - Minor	8050	9258
1092	Plastic Surgery of Different Regions of the Ear - Major	10350	11903
1093	Plastic Surgery of the Nose - Minor	8050	9258
1094	Plastic Surgery of the Nose - Major	9500	10925
1095	Plastic Surgery for Facial Paralysis (Support with Reanimation)	16100	18515
1096	Pendulous Breast - Mammoplasty	13000	14950
1097	Underdeveloped Breast Mammoplasty	12000	13800
1098	After Mastectomy (Reconstruction) Mammoplasty	12000	13800
1099	Syndactyly Repair	12750	14663
1100	Dermabrasion Face	13225	15209
1101	upto 30% Burns 1st Dressing	152	175
1102	upto 30% Burns Subsequent Dressing	124	143
1103	30% to 50% Burns 1st Dressing	193	222
1104	30% to 50% Burns Subsequent Dressing	152	175
1105	Extensive Burn -above 50% Frst Dressing	276	317
1106	Extensive Burn -above 50% Subsequent dressing	193	222
<b>TREATMENT PROCEDURE ORTHOPEDICS</b>			
1107	Plaster Work	255	293
1108	Fingers (post slab)	259	298
1109	Fingers full plaster	259	298
1110	Colles Fracture - Below elbow	978	1125
1111	Colles Fracture - Full plaster	994	1143
1112	Colles fracture Ant. Or post. slab	400	460
1113	Above elbow full plaster	173	199
1114	Above Knee post slab	575	661
1115	Below Knee full plaster	173	199
1116	Below Knee post-slab	718	826
1117	Tube Plaster (or plaster cylinder)	800	920
1118	Above knee full plaster	1265	1455
1119	Above knee full slab	1158	1332
1120	Minerva Jacket	2300	2645
1121	Plaster Jacket	2000	2300

**CGHS CHENNAI - NEW RATES 2014**

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1122	Shoulder spica	1760	2024
1123	Single Hip spica	2019	2322
1124	Double Hip spica	2484	2857
1125	Strapping of Finger	179	206
1126	Strapping of Toes	180	207
1127	Strapping of Wrist	230	265
1128	Strapping of Elbow	250	288
1129	Strapping of Knee	311	358
1130	Strapping of Ankle	311	358
1131	Strapping of Chest	450	518
1132	Strapping of Shoulder	466	536
1133	Figure of 8 bandage	466	536
1134	Collar and cuff sling	230	265
1135	Ball bandage	360	414
1136	Application of P.O.P Casts for Upper & Lower Limbs	633	728
1137	Application of Functional Cast Brace	1350	1553
1138	Application of Skin Traction	621	714
1139	Application of Skeletal Traction	854	982
1140	Bandage & Strappings for Fractures	497	572
1141	Aspiration & Intra Articular Injections	575	661
1142	Application of P.O.P Spices & Jackets	2473	2844
1143	Close Reduction of Fractures of Limb & P.O.P	2600	2990
1144	Reduction of Compound Fractures	2760	3174
1145	Open Reduction & Internal Fixation of Fingers & Toes	5175	5951
1146	Open Reduction of fracture of Long Bones of Upper / Lower Limb - Intra Medullary & External Fixation	8050	9258
1147	Open Reduction of fracture of Long Bones of Upper / Lower Limb - AO Procedures	9660	11109
1148	Tension Band Wires	5658	6507
1149	Bone Grafting	6601	7591
1150	Excision of Bone Tumours	6900	7935
1151	Excision or other Operations for Scaphoid Fractures	7188	8266
1152	Sequestrectomy & Saucerization	6900	7935
1153	Sequestrectomy & Saucerizations - Arthrotomy	9971	11467
1154	Multiple Pinning Fracture Neck Femur	10350	11903
1155	Plate Fixations for Fracture Neck Femur	13500	15525
1156	A.O. Compression Procedures for Fracture Neck Femur	14904	17140
1157	Open Reduction of Fracture Neck Femur Muscle Pedicle Graft and Internal Fixations	19500	22425
1158	Close Reduction of Dislocations	3174	3650
1159	Open Reduction of Dislocations	3439	3955
1160	Open Reduction of Fracture Dislocation & Internal Fixation	13500	15525
1161	Neurolysis/Nerve repair	13800	15870
1162	Nerve Repair with Grafting	15008	17259
1163	Tendon with Transplant or Graft	10250	11788
1164	Tendon Lengthening/Tendon repair	8050	9258

**CGHS CHENNAI - NEW RATES 2014**

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1165	Tendon Transfer	3105	3571
1166	Laminectomy Excision Disc and Tumours	4830	5555
1167	Spill Osteotomy and Internal Fixations	24150	27773
1168	Anterolateral decompression for tuberculous/ Costo-Transversectomy	3450	3968
1169	Anterolateral Decompression and Spill Fusion	19350	22253
1170	Corrective Osteotomy & Internal Fixation - short bones	13800	15870
1171	Corrective Osteotomy & Internal Fixation - long bones	11040	12696
1172	Arthrodesis of - Minor Joints	10000	11500
1173	Arthrodesis of - Major Joints	10000	11500
1174	Soft Tissue Operations for C.T.E.V.	8050	9258
1175	Soft Tissue Operations for Polio	6900	7935
1176	Hemiarthroplasty- Hip	20000	23000
1177	Hemiarthroplasty- Shoulder	20000	23000
1178	Operations for Brachial Plexus & Cervical Rib	21735	24995
1179	Amputations - Below Knee	6900	7935
1180	Amputations - Below Elbow	6843	7869
1181	Amputations - Above Knee	8050	9258
1182	Amputations - Above Elbow	6843	7869
1183	Amputations - Forequarter	13225	15209
1184	Amputations -Hind Quarter and Hemipelvectomy	18400	21160
1185	Disarticulations - Major joint	18630	21425
1186	Disarticulations - Minor joint	11385	13093
1187	Arthrography	9200	10580
1188	Arthroscopy - Diagnostic	8568	9853
1189	Arthroscopy-therapeutic: without implant	10000	11500
1190	Arthroscopy-therapeutic: with implant	15525	17854
1191	Soft Tissue Operation on JOINTS -SMALL	6900	7935
1192	Soft Tissue Operation on JOINTS -LARGE	13500	15525
1193	Myocutaneous and Fasciocutaneous Flap Procedures for Limbs	16767	19282
1194	Removal of Wires & Screw	1760	2024
1195	Removal of Plates	4140	4761
1196	Total Hip Replacement	79000	90850
1197	Total Ankle Joint Replacement	85860	98739
1198	Total Knee Joint Replacement	99000	113850
1199	Total Shoulder Joint Replacement	71100	81765
1200	Total Elbow Joint Replacement	71100	81765
1201	Total Wrist Joint Replacement	90000	103500
1202	Total finger joint replacement	20000	23000
1203	Tubular external fixator	4600	5290
1204	Ilizarov's external fixator	7763	8927
1205	Pelvi-acetabular fracture -Internal fixation	8625	9919
1206	Meniscectomy	12000	13800
1207	Meniscus Repair	10000	11500
1208	ACL Reconstruction	8500	9775
1209	PCL Reconstruction	13500	15525



## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1210	Knee Collateral Ligament Reconstruction	12500	14375
1211	Bencarl Repair Shoulder	13200	15180
1212	RC Repair	1500	1725
1213	Biceps tenodesis	14000	16100
1214	Distal biceps tendon repair	10380	11937
1215	Arthrolysis of knee	12500	14375
1216	Capsulotomy of Shoulder	14220	16353
1217	Conservative Pop	1080	1242
1218	Application for CTEV per sitting	1200	1380
1219	Total Hip Replacement Revision Stage-I	17000	19550
1220	Total Hip Replacement Revision Stage-II	50000	57500
1221	Total Knee Replacement Revision Stage-I	35000	40250
1222	Total Knee Replacement Revision Stage-II	35000	40250
1223	Ilizarov/ external fixation for limb lengthening/ deformity correction	11250	12938
1224	Discectomy/ Micro Discectomy	12500	14375
1225	Laminectomy	4646	5343
1226	Spinal Fixation Cervical/dorsolumbar/ lumbosacral	14400	16560
1227	Fusion Surgery Cervical/ Lumbar Spine upto 2 Level	22000	25300
1228	More than 2 Level	12000	13800
1229	Scoliosis Surgery/ Deformity Correction of Spine	25000	28750
1230	Vertebroplasty	12000	13800
1231	Spinal Injections	450	518
1232	DHS for Fracture Neck Femur	15000	17250
1233	Proximal Femoral Nail (PFN for IT Fracture)	14000	16100
1234	Spinal Osteotomy	1434	1649
1235	Ilizarov's / External Fixation for Trauma	13000	14950
1236	Soft Tissue Operations for Polio/ Cerebral Palsy	10557	12141
1237	Mini Fixator for Hand/Foot	9000	10350
1238	Other Major Surgery	34425	39589
1239	Other Minor Surgery	11883	13665
<b>TREATMENT PROCEDURE PHYSIOTHERAPY</b>			
1240	Ultrasonic therapy	70	81
1241	S.W. Diathermy	70	81
1242	Electrical stimulation (therapeutic)	70	81
1243	Muscle testing and diagnostic	71	82
1244	Infra red	70	81
1245	U.V. Therapeutic dose	58	67
1246	Intermittent Lumbar Traction	70	81
1247	Intermittent Cervical traction	68	78
1248	Wax bath	68	78
1249	Hot pack	78	90
1250	Breathing Exercises & Postural Drainage	50	58
1251	Cerebral Palsy - exercise	50	58
1252	Post - polio exercise	50	58

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
<b>NUCLEAR MEDICINE / RADIOTHERAPY AND CHEMOTHERAPY</b>			
1253	Cobalt 60 therapy	57375	65981
1254	Radical therapy	61583	70820
1255	Palliative therapy	21994	25293
1256	Linear accelerator	29750	34213
1257	Radical therapy	52785	60703
1258	Palliative therapy	30792	35411
1259	3 D Planning	4399	5059
1260	2 D Planning	4399	5059
1261	IMRT(Intensity Modulated radiotherapy)	100878	116010
1262	SRT (Stereotactic radiotherapy)	60996	70145
1263	SRS(Stereotactic radio surgery)	80546	92628
1264	IGRT(Image guided radiotherapy)	147016	169068
1265	Respiratory Gating-alongwith Linear accelerator planning	110000	126500
1266	Electron beam with Linear accelerator	60726	69835
1267	Tomotherapy	71460	82179
<b>NUCLEAR MEDICINE / BRACHYTHERAPY- HIGH DOSE</b>			
1268	Intracavitary	11730	13490
1269	Interstitial	52785	60703
1270	Intraluminal	9775	11241
1271	Surface mould	4180	4807
1272	GLIADAL WAFER	93900	107985
<b>NUCLEAR MEDICINE / CHEMOTHERAPY</b>			
1273	Neoadjuvant	863	992
1274	Adjuvant	863	992
1275	Concurrent-chemodiation	920	1058
1276	Single drug	552	635
1277	Multiple drugs	897	1032
1278	Targeted therapy	920	1058
1279	Chemoport facility	920	1058
1280	PICC line (peripherally inserted Central cannulisation)	920	1058
<b>LIST OF PROCEDURES/ TESTS IN GASTROENTEROLOGY / ENDOSCOPIC PROCEDURES</b>			
1281	Upper G.I. Endoscopy + Lower G.I. Endoscopy	1553	1786
1282	Diagnostic endoscopy	250	288
1283	Endoscopic biopsy	345	397
1284	Endoscopic mucosal resection	1543	1774
1285	Oesophageal stricture dilatation	1700	1955
1286	Balloon dilatation of achalasia cardia	2875	3306
1287	Foreign body removal	1725	1984
1288	Oesophageal stenting	3000	3450
1289	Band ligation of oesophageal varices	2500	2875
1290	Sclerotherapy of oesophageal varices	2250	2588
1291	Glue injection of varices	2500	2875
1292	Argon plasma coagulation	4025	4629
1293	Pyloric balloon dilatation	2415	2777

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1294	Enteranal stenting	3680	4232
1295	Duodenal stricture dilation	990	1139
1296	Single balloon enteroscopy	4000	4600
1297	Double balloon enteroscopy	3500	4025
1298	Capsule endoscopy	4455	5123
1299	Piles banding	1099	1264
1300	Colonic stricture dilatation	2737	3148
1301	Hot biopsy forceps procedures	3000	3450
1302	Colonic stenting	2737	3148
1303	Junction biopsy	2000	2300
1304	Conjugal microscopy	4000	4600
1305	Endoscopic sphincterotomy	2415	2777
1306	CBD stone extraction	2415	2777
1307	CBD stricture dilatation	5850	6728
1308	Biliary stenting (plastic and metallic)	4800	5520
1309	Mechanical lithotripsy of CBD stones	7200	8280
1310	Pancreatic sphincterotomy	5738	6599
1311	Pancreatic stricture dilatation	5175	5951
1312	Pancreatic stone extraction	9088	10451
1313	Mechanical lithotripsy of pancreatic stones	10247	11784
1314	Endoscopic cysto gastrostomy	7700	8855
1315	Balloon dilatation of papilla	6210	7142
1316	Ultrasound guided FNAC	575	661
1317	Ultrasound guided abscess Drainage	720	828
1318	PTBD	1150	1323
1319	Diagnostic angiography	1900	2185
1320	Vascular embolization	15100	17365
1321	TIPS	4860	5589
1322	IVC graphy + hepatic veinography	30791	35410
1323	Muscular stenting	87975	101171
1324	BRTD	57500	66125
1325	Portal haemodynamic studies	1913	2200
1326	Manometry and PH metry	1612	1854
1327	Oesophageal PH metry	4500	5175
1328	Oesophageal manometry	5000	5750
1329	Small bowel manometry	6800	7820
1330	Anorectal manometry	6120	7038
1331	Colonic manometry	7650	8798
1332	Biliary manometry	7650	8798
1333	Sengstaken blacknesse tube tempode	2588	2976
1334	Lintas machles tube tempode	2875	3306
1335	Fecal fat test/ fecal chymotrypsin/ fecal elastase	350	403
1336	Breath tests	300	345
1337	Extra corporeal shortwave lithotripsy	37260	42849
1338	Liver biopsy	1242	1428
	NAME OF INVESTIGATION / DENTAL		

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1339	Dental IOPA X-ray	50	58
1340	Occlusal X-ray	78	90
1341	OPG X-ray	196	225
	NAME OF INVESTIGATION / PULMONARY		
1342	Lung Ventilation & Perfusion Scan (V/Q Scan)	3240	3726
1343	Lung Perfusion Scan	1800	2070
	NAME OF INVESTIGATION / OSTEOLOGY		
1344	Whole Body Bone Scan with SPECT	3421	3934
1345	Three phase whole body Bone Scan	3421	3934
	NAME OF INVESTIGATION / NEUROSCIENCES		
1346	Brain Perfusion SPECT Scan with Technetium 99m radiopharmaceuticals	8798	10118
1347	Radionuclide Cisternography for CSF leak	3366	3871
	NAME OF INVESTIGATION / GASTRO AND HEPATOBILIARY		
1348	Gastro esophageal Reflux Study (G.E.R. Study)	1955	2248
1349	Gastro intestinal Bleed (Glo.B.) Study with Technetium 99m labeled RBCs	3079	3541
1350	Hepatobiliary Scintigraphy	2444	2811
1351	Meckel's Scan	1955	2248
1352	Hepatosplenic scintigraphy with Technetium-99m radiopharmaceuticals	1870	2151
1353	Gastric emptying	1275	1466
	NAME OF INVESTIGATION / GENITOURINARY		
1354	Renal Cortical Scintigraphy with Technetium 99m D.M.S.A.	3079	3541
1355	Dynamic Renography	3079	3541
1356	Dynamic Renography with Diuretic	3079	3541
1357	Dynamic Renography with Captopril	1960	2254
1358	Testicular Scan	1466	1686
	NAME OF INVESTIGATION / ENDOCRINOLOGY		
1359	Thyroid Uptake measurements with 131-Iodine	1500	1725
1360	Thyroid Scan with Technetium 99m Pertechnetate	1466	1686
1361	Iodine-131 Whole Body Scan	2933	3373
1362	Whole Body Scan with M.I.B.G.	15836	18211
1363	Parathyroid Scan	4500	5175
	NAME OF INVESTIGATION / RADIO-ISOTOPE THERAPY		
1364	131-Iodine Therapy	1530	1760
1365	131-Iodine Therapy <15mCi	3854	4432
1366	131-Iodine Therapy 15-50mCi	4956	5699
1367	131-Iodine Therapy 51-100mCi	10800	12420
1368	131-Iodine Therapy >100mCi	15000	17250
1369	Phosphorus-32 therapy for metastatic bone pain palliation	5000	5750
1370	Samarium-153 therapy for metastatic bone pain palliation	9405	10816
1371	Radiosynovectomy with Yttrium	19125	21994
	NAME OF INVESTIGATION / CARDIOLOGY		
1372	Stress thallium / Myocardial Perfusion Scintigraphy	8505	9781
1373	Rest thallium / Myocardial Perfusion Scintigraphy	7200	8280



## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1374	Venography	3300	3795
1375	TMT	489	562
1376	TEE	489	562
1377	Lymph angiography	1613	1855
<b>NAME OF INVESTIGATION / TUMOUR IMAGING</b>			
1378	Scintimammography	4320	4968
1379	Indium labeled octenotide Scan	65982	75879
<b>NAME OF INVESTIGATION / PET SCAN</b>			
1380	FDG Whole body PET / CT Scan	18475	21246
1381	Brain I Heart FDG PET / CT Scan	13197	15177
1382	Gallium-68 Peptide PET / CT imaging for Neuroendocrine Tumor	15000	17250
<b>LABORATORY MEDICINE / CLINICAL PATHOLOGY</b>			
1383	Urine routine- pH, Specific gravity, sugar, protein and microscopy	35	40
1384	Urine-Microalbumin	63	72
1385	Stool routine	32	37
1386	Stool occult blood	24	28
1387	Post coital smear examination	30	35
1388	Semen analysis	35	40
<b>LABORATORY MEDICINE / HAEMATOLOGY</b>			
1389	Haemoglobin (Hb)	18	21
1390	Total Leucocytic Count (TLC)	28	32
1391	Differential Leucocytic Count (DLC)	28	32
1392	E.S.R.	25	29
1393	Total Red Cell count with MCV, MCH, MCHC, DRW	30	35
1394	Complete Haemogram/CBC, Hb, RBC count and indices, TLC, DLC, Platelet, ESR, Peripheral smear examination	122	140
1395	Platelet count	43	49
1396	Reticulocyte count	43	49
1397	Absolute Eosinophil count	13	15
1398	Packed Cell Volume (PCV)	39	45
1399	Peripheral Smear Examination	37	43
1400	Smear for Malaria parasite	32	37
1401	Bleeding Time	50	58
1402	Osmotic fragility Test	70	81
1403	Bone Marrow Smear Examination	225	259
1404	Bone Marrow Smear Examination with iron stain	440	506
1405	Bone Marrow Smear Examination and cytochemistry	102	117
1406	Activated partial Thromboplastin Time (APTT)	44	51
1407	Rapid test for malarial (card test)	99	114
1408	WBC cytochemistry for leukemia-Complete panel	400	460
1409	Bleeding Disorder panel- PT, APTT, Thrombin Time Fibrinogen, D-Dimer/ FDP	648	745
1410	Factor Assays-Factor VIII	612	704
1411	Factor Assays-Factor IX	50	58
1412	Platelet Function test		

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1413	Tests for hypercoagulable states- Protein C, Protein S, Antithrombin	400	460
1414	Tests for lupus anticoagulant	150	173
1415	Tests for Antiphospholipid antibody IgG, IgM ( for cardiolipin and B2 Glycoprotein 1)	500	575
1416	Thalassemia studies (Red Cell indices and Hb HPLC)	560	644
1417	Tests for Sickleling / Hb HPLC	77	89
<b>LABORATORY MEDICINE / BLOOD BANK</b>			
1418	Blood Group & RH Type	30	35
1419	Cross match	45	52
1420	Coomb's Test Direct	81	93
1421	Coomb's Test Indirect	90	104
1422	3 cell panel- antibody screening for pregnant female	153	176
1423	11 cells panel for antibody identification	170	196
1424	HBs Ag	100	115
1425	HCV	128	147
1426	HIV I and II	150	173
1427	VDRL	40	46
1428	RH Antibody titer	80	92
1429	Platelet Concentrate	56	64
1430	Random Donor Platelet(RDP)	125	144
1431	Single Donor Platelet (SDP- Apheresis)	135	155
<b>LABORATORY MEDICINE / HISTOPATHOLOGY</b>			
1432	Routine-H & E	90	104
1433	special stain	65	75
1434	Immunohistochemistry(IHC)	675	776
1435	Frozen section	780	897
1436	Paraffin section	309	355
<b>LABORATORY MEDICINE / CYTOLOGY</b>			
1437	Pap Smear	135	155
1438	Body fluid for Malignant cells	135	155
1439	FNAC	180	207
<b>NAME OF INVESTIGATION / FLOW CYTOMETRY</b>			
1440	Leukemia panel /Lymphoma panel	1536	1766
1441	PNH Panel-CD55, CD59	1000	1150
<b>LABORATORY MEDICINE / CYTOGENETIC STUDIES</b>			
1442	Karyotyping	1539	1770
1443	FISH	500	575
<b>LABORATORY MEDICINE / BIO-CHEMISTRY</b>			
1444	Blood Glucose Random	24	28
1445	24 hrs urine for Proteins, Sodium, creatinine	50	58
1446	Blood Urea Nitrogen	49	56
1447	Serum Creatinine	50	58
1448	Urine Bile Pigment and Salt	23	26
1449	Urine Urobilinogen	20	23
1450	Urine Ketones	27	31

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1451	Urine Occult Blood	32	37
1452	Urine total proteins	18	21
1453	Rheumatoid Factor test	90	104
1454	Bence Jones protein	42	48
1455	Serum Uric Acid	50	58
1456	Serum Bilirubin total & direct	72	83
1457	Serum iron	81	93
1458	C.R.P.	100	115
1459	C.R.P. Quantitative	160	184
1460	Body fluid (CSF/Ascitic Fluid etc.) Sugar, Protein etc.	90	104
1461	Albumin	18	21
1462	Creatinine clearance	80	92
1463	Serum Cholesterol	56	64
1464	Total Iron Binding Capacity	80	92
1465	Glucose (Fasting & PP)	47	54
1466	Serum Calcium -Total	54	62
1467	Serum Calcium -Ionic	44	51
1468	Serum Phosphorus	54	62
1469	Total Protein Alb/Glo Ratio	50	58
1470	IgG	225	259
1471	IgM	250	288
1472	IgA	225	259
1473	ANA	200	230
1474	Ds DNA	315	362
1475	S.G.P.T.	50	58
1476	S.G.O.T.	50	58
1477	Serum amylase	105	121
1478	Serum Lipase	117	135
1479	Serum Lactate	70	81
1480	Serum Magnesium	90	104
1481	Serum Sodium	50	58
1482	Serum Potassium	50	58
1483	Serum Ammonia	90	104
1484	Anemia Profile	204	235
1485	Serum Testosterone	150	173
1486	Imprint Smear From Endoscopy	216	248
1487	Triglyceride	68	78
1488	Glucose Tolerance Test (GTT)	90	104
1489	Triple Marker	800	920
1490	C.P.K.	100	115
1491	Foetal Haemoglobin (HbF)	85	98
1492	Prothrombin Time (P.T.)	100	115
1493	L.D.H.	100	115
1494	Alkaline Phosphatase	54	62
1495	Acid Phosphatase	78	90
1496	CK MB	190	219

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1497	CK MB Mass	140	161
1498	Troponin I	100	115
1499	Troponin T	540	621
1500	Glucose Phosphate Dehydrogenase (G, 6PD)	100	115
1501	Lithium	117	135
1502	Dilantin (phenytoin)	360	414
1503	Carbamazepine	360	414
1504	Valproic acid	300	345
1505	Feritin	250	288
1506	Blood gas analysis	120	138
1507	Blood gas analysis with electrolytes	414	476
1508	Urine pregnancy test	59	68
1509	Tests for Antiphospholipid antibodies syndrome	252	290
1510	Hb A1 C	130	150
1511	Hb Electrophoresis/ Hb HPLC	100	115
1512	Kidney Function Test	203	233
1513	Liver Function Test	225	259
1514	Lipid Profile ( Total cholesterol, LDL, HDL, triglycerides)	200	230
<b>Nutritional Markers</b>			
1515	Serum Iron	90	104
1516	Total Iron Binding Capacity	90	104
1517	Serum Ferritin	100	115
1518	Vitamin B12 assay	250	288
1519	Folic Acid assay	300	345
1520	Extended Lipid Profile ( Total cholesterol, LDL, HDL, triglycerides, Apo A1, Apo B, Lp(a) )	536	616
1521	Apo A1	200	230
1522	Apo B	199	229
1523	Lp (a)	430	495
1524	CD 3, 4 and 8 counts	170	196
1525	CD 3, 4 and 8 percentage	170	196
1526	LDL	62	71
1527	Homocysteine	400	460
1528	HB Electrophoresis	396	455
1529	Serum Electrophoresis	220	253
1530	Fibrinogen	165	190
1531	Chloride	54	62
1532	Magnesium	135	155
1533	GTP	81	93
1534	Lipase	215	247
1535	Fructosamine	180	207
1536	β2 microglobulin	81	93
1537	Catecholamines	945	1087
1538	Creatinine clearance	108	124
<b>NAME OF INVESTIGATION / TUMOUR MARKERS</b>			
1539	PSA- Total	281	323



## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1540	PSA- Free.	338	389
1541	AFP.	270	311
1542	HCG.	289	332
1543	CA. 125.	380	437
1544	CA 19.9.	554	637
1545	CA 15.3.	504	580
1546	Vinyl Mandelic Acid	350	403
1547	Calcitonin	450	518
1548	Carcinoembryonic antigen(CEA)	306	352
<b>OTHERS</b>			
1549	Immunofluorescence	150	173
1550	Direct(Skin and kidney Disease)	425	489
1551	Indirect (antids DNA Anti Smith ANCA)	425	489
1552	VitD3 assay	550	633
1553	Serum Protein electrophoresis with Immunofixation/electrophoresis (IFE)	270	311
1554	BETA-2 Microglobulin assay	100	115
1555	Anti cycloictrullinated peptide (Anti CCP)	450	518
1556	Anti tissue transglutaminase antibody	425	489
1557	Serum Erythropoietin	425	489
1558	ACTH	500	575
<b>HORMONES</b>			
1559	T3, T4, TSH	180	207
1560	T3	64	74
1561	T4	64	74
1562	TSH	90	104
1563	LH	150	173
1564	FSH	150	173
1565	Prolactin	150	173
1566	Cortisol	250	288
1567	PTH(Parathormone)	500	575
1568	C-Peptide.	330	380
1569	Insulin.	150	173
1570	Progesterone.	225	259
1571	17-OH Progesterone.	396	455
1572	DHEAS.	396	455
1573	Androstendione.	600	690
1574	Growth Hormone.	330	380
1575	TPO.	300	345
1576	Thyroglobulin.	300	345
1577	Hydatic Serology.	318	366
1578	Anti Sperm Antibodies.	342	393
1579	Qualitative.	1800	2070
1580	Quantitative.	1500	1725
1581	Qualitative.	1691	1945
1582	HPV serology	218	251

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1583	Rota Virus serology	130	150
1584	PCR for TB	900	1035
1585	PCR for HIV	600	690
1586	Chlamydiae antigen	800	920
1587	chlamydiae antibody	238	274
1588	Bruella serology	230	265
1589	Influenza A serology	849	976
<b>USG, X-RAY, CT, MRI, BONE DENSITOMETRY</b>			
1590	USG for Obstetrics - Anomalies scan	323	371
1591	Abdomen USG	323	371
1592	Pelvic USG ( prostate, gyna, infertility etc)	255	293
1593	Small parts USG ( scrotum, thyroid , parathyroid etc)	349	401
1594	Neonatal head (Tranfontanelar)	383	440
1595	Neonatal spine	450	518
1596	Contrast enhanced USG	810	932
1597	USG Breast	349	401
1598	USG Hystero-Salpaingography (HSG)	255	293
1599	Carotid Doppler	765	880
1600	Arterial Colour Doppler	635	730
1601	Venous Colour Doppler	635	730
1602	Colour Doppler, renal arteries/any other organ	720	828
1603	USG guided intervention- FNAC	490	564
1604	USG guided intervention - biopsy	720	828
1605	USG guided intervention - nephrostomy	800	920
<b>X-Ray</b>			
1606	Abdomen AP Supine or Erect (One film)	115	132
1607	Abdomen Lateral view (one film)	115	132
1608	Chest PA view (one film)	60	69
1609	Chest Lateral (one film)	60	69
1610	Mastoids: Towne view, oblique views (3 films)	225	259
1611	Extremities, bones & joints AP & Lateral views (Two films)	230	265
1612	Pelvis A.P. (one film)	110	127
1613	T. M. Joints (one film)	110	127
1614	Abdomen & Pelvis for K. U. B.	120	138
1615	Skull A. P. & Lateral (2 films)	230	265
1616	Spine A. P. & Lateral (2 films)	225	259
1617	PNS view (1 film)	110	127
<b>X RAY CONTRAST STUDIES</b>			
1618	Barium Swallow	510	587
1619	Barium Upper GI study	800	920
1620	Barium Upper GI study (Double contrast)	935	1075
1621	Barium Meal follow through	935	1075
1622	Barium Enema (Single contrast/double contrast)	850	978
1623	Small bowel enteroclysis	1020	1173
1624	ERCP (Endoscopic Retrograde Cholangio – Pancreatography)	2500	2875





## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1625	General -Fistulography/Sinography/Sialography /Dacrocystography/T-Tube cholangiogram/ Nephrostogram	638	734
1626	Percutaneous transhepatic cholangiography (PTC)	1440	1656
1627	Intravenous Pyelography (IVP)	1190	1369
1628	Micturating Cystourethrography (MCU)	680	782
1629	Retrograde Urethrography (RGU)	680	782
1630	Contrast Hystero-Salpingography (HSG)	918	1056
1631	X ray - Arthrography	630	725
1632	Cephalography	150	173
1633	Myelography	2475	2846
1634	Diagnostic Digital Subtraction Angiography (DSA)	1749	2011
<b>MAMMOGRAPHY</b>			
1635	X-ray Mammography	315	362
1636	MRI Mammography	2550	2933
<b>C.T. SCAN</b>			
1637	CT Head-Without Contrast	900	1035
1638	CT Head- with Contrast (+/- CT angiography)	1350	1553
1639	C. T. Chest - without contrast (for lungs)	1700	1955
1640	C. T. Scan Lower Abdomen (incl. Pelvis) With Contrast	1700	1955
1641	C. T. Scan Lower Abdomen (incl. Pelvis) Without Contrast	1500	1725
1642	C. T. Scan Whole Abdomen Without Contrast	3000	3450
1643	C. T. Scan Whole Abdomen With Contrast	4050	4658
1644	Triple Phase CT abdomen	4500	5175
1645	CT angiography abdomen/ Chest	4500	5175
1646	CT Enteroclysis	5400	6210
1647	C. T. Scan Neck - Without Contrast	1500	1725
1648	C. T. Scan Neck - With Contrast	1870	2151
1649	C. T. Scan Orbits - Without Contrast	1190	1369
1650	C. T. Scan Orbits - With Contrast	1615	1857
1651	C. T. Scan of Para Nasal Sinuses - Without Contrast	900	1035
1652	C. T. Scan of Para Nasal Sinuses - With Contrast	1600	1840
1653	C. T. Spine (Cervical, Dorsal, Lumbar, Sacral)-without contrast	1500	1725
1654	CT Temporal bone - without contrast	893	1027
1655	CT - Dental	1275	1466
1656	C. T. Scan Limbs -Without Contrast	1700	1955
1657	C. T. Scan Limbs -With Contrast including CT angiography	2253	2591
1658	C.T. Guided intervention -FNAC	1200	1380
1659	C.T. Guided Trucut Biopsy	1200	1380
1660	C. T. Guided intervention -percutaneous catheter drainage / tube placement	1305	1501
<b>M.R.I</b>			
1661	MRI Head - Without Contrast	1998	2298
1662	MRI Head - With Contrast	2848	3275
1663	MRI Orbits - Without Contrast	1445	1662
1664	MRI Orbits - With Contrast	2000	2300
1665	MRI Nasopharynx and PNS - Without Contrast	2450	2818

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1666	MRI Nasopharynx and PNS - With Contrast	3500	4025
1667	MR for Salivary Glands with Sialography	3000	3450
1668	MRI Neck - Without contrast	3000	3450
1669	MRI Neck - with contrast	5000	5750
1670	MRI Shoulder - Without contrast	2000	2300
1671	MRI Shoulder - With contrast	2600	2990
1672	MRI shoulder both joints - Without contrast	3000	3450
1673	MRI Shoulder both joints - With contrast	4000	4600
1674	MRI Wrist Single joint - Without contrast	2125	2444
1675	MRI Wrist Single joint - With contrast	4000	4600
1676	MRI Wrist both joints - Without contrast	2125	2444
1677	MRI Wrist both joints - With contrast	5000	5750
1678	MRI knee Single joint - Without contrast	2125	2444
1679	MRI knee Single joint - With contrast	5000	5750
1680	MRI knee both joints - Without contrast	2125	2444
1681	MRI knee both joints - With contrast	5000	5750
1682	MRI Ankle Single joint - Without contrast	2125	2444
1683	MRI Ankle single joint - With contrast	5000	5750
1684	MRI Ankle both joints - With contrast	5000	5750
1685	MRI Ankle both joints - Without contrast	2500	2875
1686	MRI Hip - With contrast	2500	2875
1687	MRI Hip - without contrast	2125	2444
1688	MRI Pelvis - Without Contrast	2125	2444
1689	MRI Pelvis - with contrast	5000	5750
1690	MRI Extremities - With contrast	5000	5750
1691	MRI Extremities - Without contrast	2125	2444
1692	MRI Temporomandibular - B/L - With contrast	4000	4600
1693	MRI Temporomandibular - B/L - Without contrast	2125	2444
1694	MR Temporal Bone/ Inner ear with contrast	4000	4600
1695	MR Temporal Bone/ Inner ear without contrast	2500	2875
1696	MRI Abdomen - Without Contrast	2125	2444
1697	MRI Abdomen - With Contrast	5000	5750
1698	MRI Breast - With Contrast	4250	4888
1699	MRI Breast - Without Contrast	2125	2444
1700	MRI Spine Screening - Without Contrast	1000	1150
1701	MRI Chest - Without Contrast	2125	2444
1702	MRI Chest - With Contrast	4000	4600
1703	MRI Cervical/Cervico Dorsal Spine - Without Contrast	2125	2444
1704	MRI Cervical/ Cervico Dorsal Spine - With Contrast	4000	4600
1705	MRI Dorsal/ Dorsal Lumbar Spine - Without Contrast	2125	2444
1706	MRI Dorsal/ Dorsal Lumbar Spine - With Contrast	4000	4600
1707	MRI Lumbar/ Lumbo-Sacral Spine - Without Contrast	2125	2444
1708	MRI Lumbar/ Lumbo-Sacral Spine - With Contrast	5000	5750
1709	Whole body MRI (For oncological workup)	5100	5865
1710	MR cholecysto-pancreatography	4950	5693
1711	MRI Angiography - with contrast	5000	5750



## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1712	MR Enteroclysis	2125	2444
<b>BONE DENSITOMETRY (DEXA SCAN)</b>			
1713	Dexa Scan Bone Densitometry - Two sites	1500	1725
1714	Dexa Scan Bone Densitometry - Three sites (Spine, Hip & extremity)	2000	2300
1715	Dexa Scan Bone Densitometry Whole body	2400	2760
<b>NEUROLOGICAL INVESTIGATIONS AND PROCEDURES</b>			
1716	EEG/Video EEG	298	343
1717	EMG (Electro myography)	638	734
1718	Nerve conduction velocity (at least 2 limbs)	638	734
1719	Decremental response (before and after neo stigmine)	536	616
1720	Incremental response	595	684
1721	SSEP (Somato sensory evoked potentials)	638	734
1722	Poly somnography	638	734
1723	Brachial plexus study	638	734
1724	Muscle biopsy	345	397
1725	ACHR anti body titre	1848	2125
1726	Anti MUSK body titre	2340	2691
1727	Serum COPPER	450	518
1728	Serum ceruloplasmin	450	518
1729	Urinary copper	450	518
1730	Serum homocystine	450	518
1731	Serum valproate level	315	362
1732	Serum phenol barbitone level	350	403
1733	Coagulation profile	553	636
1734	Protein C, S anti thrombin - III	2160	2484
1735	Serum lactate level	450	518
<b>CSF</b>			
1736	Basic studies including cell count, protein, sugar, gram stain, India Ink preparation and smear for AFP	240	276
1737	Special studies	900	1035
1738	PCR for tuberculosis/ Herpes simplex	1200	1380
1739	Bacterial culture and sensitivity	180	207
1740	Mycobacterial culture and sensitivity	200	230
1741	Fungal culture	128	147
1742	Malignant cells	64	74
1743	Anti measles antibody titre (with serum antibody titre)	801	921
1744	Viral culture	255	293
1745	Antibody titre (Herpes simplex, cytomegalo virus, flavivirus, zoster varicella virus)	684	787
1746	Oligoclonal band	1200	1380
1747	Myelin Basic protein	1871	2152
1748	Lactate	298	343
1749	Crypto coccal antigen	1138	1309
<b>TESTS IN GASTRO-ENTEROLOGY</b>			
1750	D-xylose test	765	880

## CGHS CHENNAI - NEW RATES 2014

Sr. No.	CGHS TREATMENT PROCEDURE/ INVESTIGATION LIST	Non-NABH/ Non-NABL	NABH/NABL
1751	Fecal fat test/ fecal chymotrypsin/ fecal elastase	850	978
1752	Breath tests	1170	1346
1753	H pylori serology for celiac disease	450	518
1754	HBV genotyping	2750	2588
1755	HCV genotyping	4388	5046
<b>TESTS IN ENDOCRINOLOGY ( IN ADDITION TO THOSE INCLUDED UNDER HORMONES)</b>			
1756	Urinary VMA	1350	1553
1757	Urinary metanephrine/ Normetanephrine	1024	1178
1758	Urinary free catecholamine	1521	1749
1759	Serum catecholamine	3060	3519
1760	Serum aldosterone	1125	1294
1761	24 Hr urinary aldosterone	920	1058
1762	Plasma renin activity	1000	1150
1763	Serum aldosterone/renin ratio	1200	1380
1764	Osmolality urine	128	147
1765	Osmolality serum	128	147
1766	Urinary sodium	75	86
1767	Urinary Chloride	43	49
1768	Urinary potassium	80	92
1769	Urinary calcium	72	83
1770	Thyroid binding globulin	490	564
1771	24 hr. urinary free cortisol	200	230
1772	Islet cell antibody	750	863
1773	GAD antibody	1330	1530
1774	Insulin associated antibody	449	516
1775	IGF-1	1350	1553
1776	IGF-BP3	1485	1708
1777	Sex hormone binding globulin	1200	1380
1778	USG guided FNAC thyroid gland	387	445
1779	E2	208	239
1780	Thyro globulin antibody	528	607



**Note:**

- a) Pre-operative beds, daycare beds, beds in emergency department, post-operative beds, baby warmers in the nursery will not be considered as a part of hospital bed compliment
- b) General surgery OTs has to be a modular OT
- c) Specialty mentioned above are mandatory obligations for development of 100 bedded (50 refurbishment + 50 bedded new Super Specialty Hospital) proposed hospital
- d) Hospital Management Information system is a must to integrate diagnostics and therapeutics
- e) Kitchen and Dietary services are also an essential service that must be provided to the patients

## SCHEDULE B: SPECIFICATIONS AND STANDARDS

The Project shall comply with the following standards/norms/guidelines and their latest revisions/amendments for development, construction, operation, maintenance and management of the Hospital.

### I. Standard to be followed for development, construction, operation, and management of Hospital:

- National Accredited Board for Hospital and Healthcare Providers (NABH) standards for Project(as per prevailing standard);
- National Accredited Board for Hospital and Healthcare Providers – Accreditation Standards for Medical Imaging Services (as per prevailing standard);
- International standard ISO 15189:2007 (Medical laboratories – particular requirement for quality and competence) by National Accredited Board for Testing and Calibration Laboratories (NABL) (as per prevailing standard);
- National Building Code of India (NBC) guideline issued by Bureau of Indian Standards in 2016 and latest published version;
- Hospital's Medical Gas Pipeline System (MGPS) shall conform to Health Technical Memorandum (HTM)-02-01: Medical gas pipeline systems Part A for Design, Installation, Validation and Verification, revised from time to time (prevailing standard)
- Environmental Sustainability Plan including:
  - Ministry of Environment and Forest (MoEF) Guidelines as applicable
  - the equator principles (<http://www.equator-principles.com>)
- Shall comply with Solar energy, rainwater harvesting, zero garbage and waste water recycling requirements of city corporation, Thoothukudias applicable
- To the extent possible shall construct energy saving building in the Hospital

### II. Standard to be followed for maintenance of Hospital:

S No	Description	Guideline	Latest publication
1	General Maintenance of hospital	<ul style="list-style-type: none"><li>• National Accredited Board for Hospital and Healthcare Providers (NABH) standards for Hospital;</li></ul>	Prevailing Standard
2	Biomedical Equipment	<ul style="list-style-type: none"><li>• National Accredited Board for Hospital and Healthcare Providers (NABH) standards for Hospital.</li></ul>	Prevailing standard

		<ul style="list-style-type: none"> <li>Compliance also required to the respective suppliers' maintenance manuals and guidelines.</li> </ul>	As applicable
3	Laboratory Equipment	<ul style="list-style-type: none"> <li>International standard ISO 15189:2007 (Medical laboratories – particular requirement for quality and competence) by National Accredited Board for Testing and Calibration Laboratories (NABL)</li> </ul>	Prevailing Standard
		<ul style="list-style-type: none"> <li>Compliance also required to the respective suppliers' maintenance manuals and guidelines</li> </ul>	As applicable
4	Radiology and Imaging Equipment	<ul style="list-style-type: none"> <li>National Accredited Board for Hospital and Healthcare Providers – Accreditation Standards for Medical Imaging Services; and</li> </ul>	Prevailing Standard
		<ul style="list-style-type: none"> <li>Compliance also required to the respective suppliers maintenance manuals and guidelines</li> </ul>	As applicable
5	Plant and Machinery	<ul style="list-style-type: none"> <li>National Accredited Board for Hospital and Healthcare Providers (NABH) standards for Hospital.</li> </ul>	Prevailing Standard
		<ul style="list-style-type: none"> <li>Compliance also required to the respective suppliers' maintenance manuals' and guidelines</li> </ul>	As applicable

### III. Standard to be followed for safety standards:

SN	Description	Guideline	Latest publication
1	Patient and staff safety	<ul style="list-style-type: none"> <li>National Accredited Board for Hospital and Healthcare Providers (NABH) standards for Project;</li> </ul>	Prevailing Standard
2	Building and Fire safety	<ul style="list-style-type: none"> <li>National Accredited Board for Hospital and Healthcare Providers (NABH) standards for Project;</li> </ul>	Prevailing Standard
		<ul style="list-style-type: none"> <li>National Building Code of India (NBC) guideline issued by Bureau of Indian Standards.</li> </ul>	Latest available standard and state govt. guidelines

## SCHEDULE C: APPLICABLE PERMITS

Indicative list of approval is mentioned below, Concessionaire shall have to make assessment of applicable permits, approvals, clearances:-

Sr. No.	Licenses/ Permits
1.	Building permit and completion certificate from the Municipality
2.	Consent to operate from the State Pollution Control Board under the Air (Prevention and Control of Pollution) Act, 1981, Water (Prevention and Control of Pollution) Act, 1974 and Environment Protection Act
3.	Clinical Establishments (Registration and Regulation) Act, 2010
4.	The Tamil Nadu Private Clinical Establishments (Regulation) Act, 1997
5.	Drugs and Cosmetics Act, 1940 and Drugs and Cosmetics Rules, 1999
6.	Atomic Energy Act, 1954
7.	Goods and Services Tax Act
8.	Registration of Births and Deaths Act, 1969
9.	Indian Medical Council Act, 1956, Code of Medical Ethics Regulations, 2002 and The National Medical Commission Act, 2019
10.	NoC from Chief Fire Inspector
11.	The Tamil Nadu Fire Service Act, 1985
12.	Registration for operation of X-ray machine with AERB
13.	Shops and Establishments Act, 1954
14.	The Tamil Nadu Lifts and Escalators Act, 1997
15.	Sale of Goods Act, 1930
16.	License for Blood Bank
17.	Cable Television Networks Act, 1995
18.	Transplantation of Human Organs Act, 1994
19.	Radiation Protection Rules, 1971 and Radiation Surveillance Procedures for Medical Application of Radiation, 1989
20.	Labour, Tax laws, Electricity, Petroleum (for storage), Water and Consumer Protection laws
21.	NOC from Local Municipal Office under any Bye Laws
22.	Food and Safety Standards Act, 2006
23.	Narcotics and Psychotropic Substances Act, 1985
24.	Pharmacy Act, 1948
25.	Societies Registration Act, 1860
26.	Excise permit to store spirit (Central Excise Act, 1944)
27.	Hazardous and other Wastes (Management and Transboundary Movement) Rules, 2016

28.	Bio-medical Waste Management Rules, 2016
29.	Boilers Act, 1923
30.	Tamil Nadu Nurses And Midwives Act, 1926
31.	Registration under PNDT Act, 1994 and MTP Act, 1971
32.	Medical Termination of Pregnancy Rules, 2003
33.	Any other applicable permit, as required time to time

**SCHEDULE D: Intentionally Left Blank**

## SCHEDULE E: PERFORMANCE SECURITY

### FORM OF PERFORMANCE SECURITY

*[On Stamp Paper of appropriate value]*

**Bank Guarantee No. [●]**

**THIS DEED OF GUARANTEE** is executed on this *[insert date]* day of *[insert month and year]* at *[insert place]* by *[insert name of bank]* with its head/registered office at *[insert address]*, (hereinafter referred to as the **Guarantor or Bank**, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

#### **IN FAVOUR OF:**

**BOARD OF MAJOR PORT AUTHORITY**, for **V.O.CHIDAMBARANAR PORT AUTHORITY, THOOTHUKUDI**, represented by [●] (hereinafter referred to as the Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns);

#### **WHEREAS:**

- (A) The Authority has entered into a concession agreement dated *[insert date]* (the **Concession Agreement**) with *[insert name of Concessionaire]*, a private limited company incorporated under the provisions of the Companies Act 2013 with its registered office at [●] (hereinafter referred to as the **Concessionaire** which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).
- (B) In terms of the Concession Agreement, the Concessionaire has agreed to undertake the upgradation of the Existing Hospital into 100 bedded super speciality hospital by refurbishment, operation, maintenance and management of the Existing Hospital (62 bedded) into a 50 bedded super speciality hospital and to establish, upgrade, develop, finance, equip, operate and manage a new block of 50 bedded super-specialty hospital(the **Project**), on a design, develop, build, finance, operate, and transfer basis and offer Healthcare Services to Patients at the Project.
- (C) In terms of Clause 9.1 of the Concession Agreement, the Concessionaire is required to furnish to the Authority, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to INR [●] /- (Rupees [●] only)(the “**Guarantee Amount**”) as security for the due performance or discharge of the Concessionaire’s obligations and liabilities during the Development Period until the COD of Phase-II,

including payment of any amounts due and payable by the Concessionaire as liquidated damages, as a Condition Precedent to the effectiveness of the Concession Agreement.

- (D) At the request of the Concessionaire and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee (“**Guarantee**”), for the due and punctual performance or discharge by the Concessionaire of its obligations and liabilities under the Concession Agreement.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire’s obligations during the Performance Security Period, under and in accordance with the Concession Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of [●] of the Authority or any officer authorised by the Authority, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Concession Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Performance Security Period under the Concession Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.



5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the ConcessionAgreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the ConcessionAgreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the ConcessionAgreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the ConcessionAgreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the ConcessionAgreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, during the Performance Security Period, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall remain in force and effect till the expiry of the Performance Security Period and unless a demand or claim in writing is made by the Authority to the Bank under this Guarantee, no later than 1(one) year from the date of expiry of this Guarantee (“**Claim Period**”), all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it

shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force during the Performance Security Period pursuant to the provisions of the Concession Agreement.
12. The Bank's obligations hereunder shall subsist until all such demands of the Authority are duly met and discharged in accordance with the provisions hereof. Any such demand made on the Bank by the Authority shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Guarantee. The Authority shall at all times at its sole discretion have the absolute and unconditional right to call upon the Bank to pay the Guarantee Amount.

Any payment made hereunder shall be made free and clear of, and without deduction for or on account of taxes, levies, imposts, duties, charges, fees, deductions, or withholding of any nature whatsoever.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of  
the BANK by:

(Signature)  
(Name)  
(Designation)  
(Code Number)  
(Address)

#### NOTES:

The Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

## SCHEDULE F – PART I - LAND LEASE AGREEMENT

This Agreement for Lease of Land ("**Lease Deed**") is made and executed on this [\_\_\_\_] day of [\_\_\_\_]. 20[\_\_\_\_], by and between:

- (i) **BOARD OF MAJOR PORT AUTHORITY** constituted by the Central Government in accordance with sub-section (1) of section 3 for V.O. Chidambaranar Port Authority, Thoothukudi (VOCPA), under the provisions of the Major Port Authorities Act, 2021, and having its Administrative Office at [●], represented by its .....{Chairman or any person authorised by him}] with its principal office at [..... (hereinafter referred to as the "**Authority**" or "**Lessor**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

- (ii) [*name of the Concessionaire* ], having its registered office at [*insert*] represented through its authorised representative, [*insert details of the Concessionaire's authorised representative*] (hereinafter referred to as the "**Concessionaire**" or "**Lessee**", which expression shall unless repugnant to the subject or context mean and include its successors and permitted assigns) of the Second Part.

The Lessor and Lessee are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A. The Parties have entered into a Concession Agreement dated \*\*\* (the "**Concession Agreement**"), wherein the Lessee has agreed to undertake the upgradation of the Existing Hospital into 100 bedded super speciality hospital by refurbishment, operation, maintenance and management of the Existing Hospital (62 bedded) into a 50 bedded super speciality hospital and to establish, upgrade, develop, finance, equip, operate and manage a new block of 50 bedded super-specialty hospital (the "**Project**" ) on PPP basis and the Lessor has agreed to provide the land for this purpose on leasehold basis, upon the terms and conditions specified in the Concession Agreement;
- B. The Lessor owns and is in possession of the land constituting the Site, as specified in the Concession Agreement and as delineated and set out in the Schedule hereto (herein referred to as "**the Site**");
- C. Pursuant to the provisions of the Concession Agreement, the Lessor now desires to lease the Site to the Lessee and the Lessee desires to take on lease from the Lessor, the Site for the purposes set out in the Concession Agreement.

**NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES, COVENANTS SET FORTH HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. Definition and Interpretation**

**1.1 DEFINITIONS**

The words and expressions beginning with capital letters and defined in this Lease Deed shall have the meaning ascribed thereto herein, and the words and expressions used in this Lease Deed and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

- (a) **"Appointed Date"** shall have the meaning set forth in Clause 44 of the Concession Agreement;
- (b) **"Encumbrance"** means any encumbrance such as an easement, right of way, licence, mortgage, charge, pledge, lien, hypothecation, pre-emptive right or security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, whether or not registered and howsoever arising, including by statute or common law;
- (c) **"Site"** shall have the meaning set forth in Recital B of this Lease Deed; and
- (e) **"Term"** shall have the meaning set forth in Clause 3 of this Lease Deed.

**1.2 Interpretations**

In this Lease Deed, except to the extent that the context requires otherwise:

- (a) the Annexure to this Lease Deed forms part of this Lease Deed and will be of full force and effect as though it is expressly set out in the body of this Lease Deed; and
- (b) the terms of this Lease Deed should be read in consonance with and not in derogation of the terms of the Concession Agreement.

**2. Grant of lease and possession**

2.1 In consideration of the covenants contained in the Concession Agreement and this

Lease Deed and payment of the Lease Rent, the Lessor grants leasehold rights ("**Lease**") in respect of the Site, to the Lessee and the Lessee agrees to accept the Lease from the Lessor, for the duration of the Term together with all and singular rights, liberties, privileges, easements, benefits, rights of way, paths, passages whatsoever in or appurtenant to the Site or any part thereof, and to hold, possess, use and enjoy the Site and/or any part thereof, in accordance with the provisions of this Lease Deed, subject always, however, to the terms and conditions contained in the Concession Agreement.

- 2.2 The terms and conditions of the Concession Agreement shall be deemed to have been incorporated herein by reference. A copy of the executed Concession Agreement is annexed hereto as Annexure "A".
- 2.3 The possession of the Site shall be handed over to the Lessee in accordance with the provisions of the Concession Agreement.

### **3. Term**

The Lease granted pursuant hereto shall be for a period of 45(forty five) years commencing from the Appointed Date (the "**Term**"), subject to earlier termination as specified in the Concession Agreement. In the event the Concession Agreement is terminated for any reason whatsoever, this Lease Deed shall terminate automatically without any further action to be taken by the Lessor. It is further clarified that upon the termination of the Concession Agreement for any reason whatsoever, or upon expiry of the term of the Concession Agreement, as the case may be, the Lessee shall transfer and hand over to the Lessor the Site along with all the assets and facilities related to the Project including, but not limited to, all buildings, constructions or immovable assets, if any thereon.

### **4. Lease Rent**

- 4.1 Upon execution of this Lease Deed and in consideration of the grant of the Lease, the Lessee has agreed to pay to the Lessor, Lease Rent in the manner prescribed in Clause 26.1 of the Concession Agreement.

### **5. Use of Site**

During the Term of the Lease, the Lessee agrees to use the Site for carrying out its obligations under the Concession Agreement and for no other purpose.

### **6. Determination of Lease**

- 6.1 The Lease and this Lease Deed may be determined in accordance with terms contained herein, the terms of the Concession Agreement or earlier by mutual agreement between

the Parties in writing.

- 6.2 Upon determination under this Clause 6, the Lessor shall have the following rights:
- (a) the recovery of any damages, costs, fees and expenses incurred by the Lessor as a result of the breach of this Lease Deed by the Lessee; and
  - (b) any other right or remedy, legal or equitable, that the Lessor may be entitled to under Applicable Laws.

## **7. Lessor's obligations and covenants**

The Lessor hereby agrees and warrants that:

- (a) subject to the terms of this Lease Deed and the Concession Agreement, the Lessee shall be entitled to possess, hold, use and enjoy the Site and every part thereof during the Term of this Lease Deed, without any interruption by the Lessor except as per the provisions of this Lease Deed;
- (b) the Lessee shall, during the Term of this Lease Deed, enjoy free ingress and egress to and from the Site without any hindrance;
- (c) subject to timely performance of the covenants and conditions contained herein and the Concession Agreement, the Lessee shall peacefully hold and enjoy the Site during the Term of this Lease Deed;
- (d) the Lessor shall deliver, or cause to be delivered, to the Lessee vacant possession of the Site in accordance with the terms of the Concession Agreement;
- (e) Except with the prior express written approval of the Lessor and subject always to the terms of the Concession Agreement and any other conditions that may be prescribed by the Lessor while granting its approval, as above, the Lessee shall not be entitled to sub-lease, license or create any other Encumbrance or rights in the Site or any part thereof, in favour of any third party; and
- (f) the Lessor shall pay and discharge all property taxes, land revenues, levies, cesses and other payments/dues in respect of the Site relating to the period up to the commencement of this Lease Deed. For the avoidance of doubt, all property taxes, land revenues, service tax, levies, cesses and other payments/dues in respect of the Site shall be borne by the Lessee during the Term of this Lease Deed.

## **8. Sale, transfer or disposal of the Site**

- 8.1 The Lessor may sell, transfer or otherwise dispose of the Site to any Government

Instrumentality or any other entity owned or controlled by the Government of Tamil Nadu or Government of India.

- 8.2 The Parties agree that any sale, transfer or other disposal of the Site or any part thereof as provided in this Clause 8 shall always be subject to the leasehold rights of the Lessee set out in this Lease Deed and the Lessor shall ensure that simultaneously with the sale, transfer or other disposal of the Site or any part thereof, the transferee thereof shall acknowledge the leasehold rights of the Lessee therein and shall execute an agreement on terms and conditions that are identical or not less favourable than the terms and conditions of this Lease Deed.

## **9. Lessee's obligations and covenants**

Lessee hereby covenants, agrees and represents that:

- (a) upon execution of this Lease Deed and subject to the terms thereof, the Lessee shall accept the Site on "as is where is basis" and in the condition it is handed over and undertakes to use the same only for the purposes specified in the Concession Agreement;
- (b) the Lessee shall pay and discharge all property taxes, land revenues, levies, cesses and other payments/dues in respect of the Site relating to the period from the commencement of this Lease Deed and during the Term;
- (c) during the Term, the Lessee shall undertake the development of the Site, and other works which in the reasonable opinion of the Lessee would be required for and in relation to the Project, and obtain necessary approvals/clearances from the appropriate authorities for the same;
- (d) it shall obtain and keep current all Applicable Permits that may be required under Applicable Laws;
- (e) it shall pay all Taxes assessments and levies in respect of the Site, which are leviable at any time during the Term;
- (f) except as specifically permitted herein, it shall not create any lien, charge or Encumbrance on the Site;
- (g) it shall, indemnify the Lessor in respect of any charges, deposits and other monies levied by third parties for and in relation to the provision by such third parties to the Lessee of water, electricity, telephone, communication and other facilities and in relation to any and all third party claims made with respect to the Site; and
- (h) it shall (i) keep and maintain the Site and the buildings and structures thereon in good and habitable condition at all times, and (ii) shall ensure that the Site shall be free from encroachments at all times and to the extent that there occur any encroachments on the Site, it shall make diligent efforts to remove such encroachments from the Site, as soon as practicable.
- (i) at the time of termination of the Concession Agreement due to any reason whatsoever, or the expiry of the term of the Concession Agreement, as the case

may be, the Lessee shall return and hand over to the Lessor the Site and along with it all of the facilities and assets related to the Project which are present on the Site including but not limited to buildings, constructions or immovable assets, if any, thereon.

**10. Stamp duty and registration charges**

Subject to the exemption or waiver, if any, granted by the Government of Tamil Nadu or any other authority, the Parties agree that all stamp duties and registration charges payable in respect of the Lease contemplated herein shall be to the account of and borne by the Lessee.

**11. Indemnities and limitation of liability**

The Lessee shall fully indemnify, defend and hold harmless the Lessor, its officers, servants, agents, against any and all suits, proceedings, actions, demands, claims and liabilities, which may be incurred or suffered by the Lessor and which may arise out of or as a result of any of the following causes:

- (a) any breach by the Lessee of any of its obligations, covenants, agreements, representations or warranties set forth in this Lease Deed;
- (b) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused wilfully or negligently by the Lessee; and
- (c) any breach, violation or non-compliance by the Lessee of any Applicable Laws and/or Applicable Permits.

**12. Assignment**

The Lessee shall not, without the Lessor's prior written consent, transfer, assign, or grant any form of security over any of its rights or obligations under this Lease Deed.

**13. Dispute Resolution**

The Dispute Resolution Procedure prescribed under the Concession Agreement shall apply to this Lease Deed.

*(Note: copy Site schedule from the Concession Agreement prior to execution)*

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS LEASE DEED AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**



SIGNED, SEALED AND  
DELIVERED

For and on behalf of THE LESSOR  
by:

(Signature)  
(Name)  
(Designation)

In the presence of:

1.

SIGNED, SEALED AND  
DELIVERED

For and on behalf of  
by LESSEE:

(Signature)  
(Name)  
(Designation)

2.

## SCHEDULE G: PROJECT COMPLETION SCHEDULE

During the Concession Period, the Concessionaire shall comply with the requirements set forth in this Schedule for each of the Phases of the Project and Scheduled Completion Date (the “**Project Completion Schedule**”). Within 15 (fifteen) days of the date of each Project Phase, the Concessionaire shall notify Authority of such compliance along with necessary particulars thereof.

The Concessionaire shall adhere to the Phases illustrated in the table below:

Phases	Description	Period for Phase	Key Specialities	Major Equipment
Phase –I	Refurbishment of the Existing Hospital from 62 bedded facility to 50 beds and Operations and Maintenance of the facility	6 months from the Appointment Date and Operations of the facility throughout the concession period	As per Schedule A	As per Schedule O and N
Phase –II	Construction Operations and Maintenance of proposed 50 bedded new hospital block	Within 2 years from the Appointed Date and Operations and Maintenance of the facility post COD of Phase-1	As per Schedule A	As per Schedule N

## **SCHEDULE H: DRAWINGS**

The Concessionaire shall furnish the following drawings of the Project building, service block, and any other construction in the Site

- (a) Master Plan of the Project
- (b) Municipality Sanction Drawings
- (c) Detailed Architectural Drawings (floor wise)
- (d) Structural Drawings
- (e) Elevation drawings of all buildings
- (f) Facade design and drawings
- (g) Landscape drawings
- (h) Electrical drawings
- (i) Plumbing and sewerage drawings
- (j) HVAC (Heating, Ventilation and Air Condition) drawings
- (k) Fire Fighting System's drawings
- (l) Medical Gas Pipeline system's drawings
- (m) Lifts design and drawings
- (n) Interior design and drawings
- (o) Drawing for solar system (if any)
- (p) Signage designs
- (q) Any other as may be required

## **SCHEDULE I: TESTS**

### **COMPLETION TESTS FOR PROJECT**

**I. Authority shall arrange the Independent Engineer to verify and conduct the following Tests:**

- (a) Loose stones and/or plaster and/or bricks in the Project;
- (b) Hanging electrical wire and/or temporary connects for electric supply and distribution system including the diesel generator (DG) sets, UPS systems and stabilizers; and
- (c) Dripping taps and/or leaking pipes and/or blocked swage lines in the water supply and distribution system including supply of hot, cold, potable, ultra-pure water and steam water.

**II. Authority shall arrange the Independent Engineer to inspect the following work/ activities for award of Completion Certificate:**

- (a) Traction / transportation system;
- (b) Public health engineering system (waste storage / disposal, effluent treatment plant); and
- (c) Installation and commissioning certificates, warranty certificates of all plant and machineries, transformer, electrical panels, and non-medical equipment.

**III. The Concessionaire shall conduct the following tests during Project construction by the Government authorised agency and to provide the respective test certificates to Authority:**

- a) Soil test of the Project land
- b) Water test of the Project land
- c) Concrete / RMC test
- d) Steel (TMT Bar) test
- e) Cement Test
- f) Brick test

## **SCHEDULE J:COMPLETION CERTIFICATE FOR PROJECT**

1. I/We, ..... (Name of the Authority and/or Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated ..... (the **Agreement**), for the Project in the city of Thoothukudi, Tamil Nadu through ..... (Name of Concessionaire), hereby certify that the Tests specified in Clause 14.1 and Schedule-I of the Agreement have been successfully undertaken to determine compliance of the [relevant Phase of the Project] with the provisions of the Agreement, and I am satisfied that the [relevant Phase of the Project] can be safely and reliably placed in commercial service thereof.
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of [relevant Phase of the Project] have been completed, and the [relevant Phase of the Project] is ready for entry into commercial operation on this ..... day of ....., 20.....

**SIGNED, SEALED AND DELIVERED**

For and on behalf of

**INDEPENDENT ENGINEER AND/OR INDEPENDENT PANEL by:**

(Signature)

(Name)

(Designation)

(Address)



## SCHEDULE K: KEY PERFORMANCE INDICATORS

For monitoring the performance of Concessionaire post awarding the contract. KPI's related to Patient care, Infrastructure are mentioned below:

### (a) KPIs for Patient care:

S. No.	KPI	Measure & Explanation	Baseline Requirement/ Threshold limit	Default	Source of Measuring Data	Time for Evaluation of KPI	Indicative Liquidated Damages / Incentives
1	<b>Patient Satisfaction Survey</b>	Patient satisfaction survey (survey of 5% patients in hospital at the time of discharge)	Rating of 3.0 on a scale of 5	Every decimal rating below overall 3.0	<ul style="list-style-type: none"> <li>• Random audit by IP</li> <li>• Satisfaction forms collected by Authority</li> </ul>	1st day of subsequent quarter for which assessment is being made (calculated from the Appointed Date)	For every decimal point rating below 3.0, 0.1% of PG
2	<b>Patient Complaints</b>	Number of Patient complaints reported	Less than 10% of the patients (for severe category)	Every occurrence beyond threshold	<ul style="list-style-type: none"> <li>• Patient Complaint</li> </ul>	1st day of subsequent quarter for which assessment is being made (calculated from the Appointed Date)	For every additional complaint Rs. 1,000
3	<b>Priority to VOCPA IP services (except for emergency or trauma cases)</b>	Priority shall be given to VOCPA patient in admission	Zero default	One or more incidences of default	<ul style="list-style-type: none"> <li>• HMIS data</li> <li>• Random audit by IP</li> <li>• Report by Authority</li> </ul>	1st day of subsequent quarter for which assessment is being made (calculated from the Appointed Date)	Rs. 10,000 per incidence of default

4	<b>Waiting time for VOCPA OP services</b>	Average waiting time of VOCPA patients <= average waiting time of market patients	Zero default	One or more incidences of default	<ul style="list-style-type: none"> <li>• HMIS data</li> <li>• IT Tool for monitoring online &amp; spot registration</li> </ul>	1st day of subsequent quarter for which assessment is being made (calculated from the Appointed Date)	Rs. 10,000 per day extra waiting time
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All the Liquidated Damages shall be capped to the value of Performance Security /Guarantee individually as well as collectively during a measurement cycle.

**(b) KPIs for monitoring Infrastructure:**

S. No.	KPI	Measure & Explanation	Baseline Requirement / Threshold limit	Default	Source of Measuring Data	Time for Evaluation of KPI	Indicative Liquidated Damages / Incentives
1	<b>Periodic painting – interior &amp; exterior</b>	Period painting of interior or exterior buildings	Every 3 years	No painting within 30 days of due date	<ul style="list-style-type: none"> <li>• Maintenance register</li> <li>• Random audit by IP</li> <li>• Report by CMO</li> </ul>	1st day of subsequent quarter for which assessment is being made (calculated from the Appointed Date)	0.01* number of days of default * estimated cost of painting
2	<b>Maintenance of Equipment</b>	AMC & CMC	100% of the equipment	Non-renewal of AMC/CMC prior to the expiry for any equipment	<ul style="list-style-type: none"> <li>• AMC/CMC contract</li> <li>• Annual maintenance plan as submitted to CMO</li> </ul>	On 1st day of every quarter for which assessment is being made (calculated from the Appointed Date)	(0.01 * number of days of default) * cost of AMC/CMC for the equipment

3	<b>Uptime of HMIS</b>	Number of hours for which HMIS is down	Zero except planned maintenance	Any one unplanned occurrence	• Authority /CMO reports	1st day of subsequent quarter for which assessment is being made (calculated from COD of Phase-2)	For every hour of deviation Rs. 5,000
4	<b>Obtaining and maintaining NABH, NABL and other accreditations</b>	Not obtaining or maintaining the accreditations	Zero default	One or more incidences of default	• Accreditation documents (copy to be submitted to VOCPA each year)	From COD of Phase-2 onwards	0.5% (zero point five per cent) of the Performance Security for every 1 (one) month of default or part thereof, subject to a maximum of 10% (ten per cent) of the Performance Security.

All the Liquidated Damages shall be capped to the value of Performance Security /Guarantee individually as well as collectively during a measurement cycle.

*If not cured for one month, authority may step in to cure and charge 1.5 times of cost of curing (repair / replacement).*

### (c) Directive KPIs

S. No.	KPI - Measure & Explanation	Baseline Requirement/ Threshold limit	Source of Measuring Data
1	<b>Adherence to Preventive Maintenance Plan</b>	100% adherence	<ul style="list-style-type: none"> <li>• Random audit by IP</li> <li>• Report by CMO</li> </ul>
2	<b>Re-infection rate</b>	10%	<ul style="list-style-type: none"> <li>• Random audit by IP</li> <li>• Report by CMO</li> <li>• Self-reported</li> </ul>

3	<b>Needle stick injury</b>	NA	<ul style="list-style-type: none"> <li>• Self-reported</li> </ul>
4	<b>Referral service directory</b>	100% referral to be recorded	<ul style="list-style-type: none"> <li>• Random audit by IP</li> </ul>
5	<b>Master Patient Index with a single, unique Medical Record Number for each patient</b>	100% patient to be recorded and should be traceable in the system	<ul style="list-style-type: none"> <li>• Random audit by IP</li> </ul>

## SCHEDULE L: SPECIALTY SERVICES

The Concessionaire shall have all speciality in the Project as set forth in this Schedule. The Concessionaire may add any additional speciality based on the market need in its discretion. The Concessionaire shall have all speciality as mentioned in this Schedule in phased manner and continue to operate for the entire Concession Period.

Tables below lists the proposed specialities for the 100 bedded super-speciality hospital. Specialities have been divided into:

- a. Departments and Services
- b. Diagnostics
- c. Surgery list

### a) Departments and Services

S.no.	Departments	Phase I	Phase II
1	General Medicine	Consultation, diagnostics, and management	
2	General Surgery	All Surgeries except cardiac, major neuro and advanced cancer	
3	Obstetrics and Gynecology	Consultation, diagnostics; Surgeries	
4	Pediatrics and Neonatology	Consultation, diagnostics; Surgeries	
5	Pulmonology and Respiratory Medicine	OPD, basic procedures and Investigation	
6	Emergency and trauma medicine	Treatment & management	
7	Medical Gastroenterology		Consultation & Diagnostic including daycare management
8	Oncology- daycare (facility)		Consultation, medical management and daycare
9	Dialysis- daycare	Consultation and management	
10	ENT	Consultation & diagnostics; Surgeries	
11	Burns & Plastic Surgery	Consultation & medical management	
12	Orthopedics	Consultation, diagnostics; Surgeries	
13	Dermatology & Venerology	OPD consultation & Medical management	
14	Cardiology	Consultation, diagnostics and interventions	
15	Dental	Consultation, diagnostics and treatment/procedures	
16	Ophthalmology	Consultation & diagnostics, surgery	
17	Endocrinology and Diabetology and Rheumatology	Consultation and medical management	



S.no.	Departments	Phase I	Phase II
18	Psychiatry		OPD consultation
19	Neurology	Consultation and management	

The table lists out the mandatory number of Operation Theatres:

Department	No.
Obstetrics and Gynecology (major)	1
General Surgery (major)	1
Eye/ENT (major)	1
Minor including septic	1
<b>Total</b>	<b>4</b>

#### b) Diagnostics

Department	Phase-I	Phase-II
<b>Laboratory Medicine</b>	Clinical pathology Biochemistry Haematology	-
<b>Imaging (Radiology)</b>	X-ray	CT Scan 64 slice Mammography
<b>Other diagnostics</b>	3D Ultrasound Holter monitoring Audiometry ECG	Plethysmograph Spirometer with flow volume (pulmonary function test) C-Arm Treadmill
<b>Blood bank</b>	-	1

#### c) Surgeries

The Concessionaire shall provide all the surgeries listed out in the CGHS book, Tamil Nadu (as amended from time to time). However, if the listed facility is not available in the proposed super speciality hospital, the Concessionaire shall refer such patients to the appropriate referral hospital as mentioned in Clause 5.15 (vii) of the Draft Concession Agreement and it shall be reimbursed by the Authority as per the applicable CGHS rates, Tamil Nadu.

**Refer Schedule A (7)** for the snapshot of the CGHS Chennai- New Rates 2014 mentioning surgeries/ procedures.

Note:

- Pre-operative beds, daycare beds, beds in emergency department, post-operative beds, baby warmers in the nursery will not be considered as a part of hospital bed compliment.
- General surgery OTs has to be a modular OT.
- Specialty mentioned above are mandatory obligations for development of 100 bedded (50 refurbishment + 50 bedded new Super Specialty Hospital) proposed hospital
- Hospital Management Information system is a must to integrate diagnostics and therapeutics

- e) Kitchen and Dietary services are also an essential service that must be provided to the patients

## **SCHEDULE M: INDEPENDENT ENGINEER AND INDEPENDENT PANEL**

### **Part A**

#### **TERMS OF REFERENCE FOR INDEPENDENT ENGINEER**

##### **1 Scope**

- 1.1 These Terms of Reference for the Independent Engineer (the **TOR**) are being specified pursuant to the Concession Agreement dated..... (the **Agreement**), which has been entered into between the Authority and ..... (the **Concessionaire**) for the Project at Thoothukudi, Tamil Nadu and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
- 1.2 This TOR shall apply to development, construction, operation and maintenance of the Project.

##### **2 Definitions and interpretation**

- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, *mutatis mutandis*, to this TOR.

##### **3 Role and functions of the Independent Engineer**

- 3.1 The role and functions of the Independent Engineer shall include the following:
- (i) review of the Drawings for the purpose of development including review of detailed design, development and construction methodology, quality assurance procedures as set forth in Paragraph 5;
  - (ii) review, inspection and monitoring of Development Works as set forth in Paragraph 5;
  - (iii) conducting Tests on completion of development and construction and issuing Completion Certificate as set forth in Paragraph 5;
  - (iv) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
  - (v) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
  - (vi) assisting the Parties in resolution of disputes as set forth in Paragraph 6; and

(vii) undertaking all other duties and functions in accordance with the Agreement.

- 3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

#### **4 Intentionally Left Blank**

#### **5 Development Period**

- 5.1 During the Development Period, the Independent Engineer shall undertake review of the Drawings to be furnished by the Concessionaire along with supporting data. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Specifications and Standards.
- 5.2 The Independent Engineer shall review any modified Drawings or supporting Documentation sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documentation.
- 5.3 The Independent Engineer shall review the detailed design, development and construction methodology, quality assurance procedures and the procurement, engineering and development time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.
- 5.4 The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 5.5 The Independent Engineer shall inspect the Development Works once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the "**Inspection Report**") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, and conformity of Development Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the development of the Hospital. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.
- 5.6 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of development and

identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Commercial Operation Date shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.

- 5.7 If at any time during the Development Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers, in the zone of development or that any work is being carried out in a manner that threatens the safety of the workers, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Development Works that should be suspended for ensuring safety in respect thereof.
- 5.8 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 5.9 If suspension of Development Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.
- 5.10 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and issue a Completion Certificate for Hospital.
- 5.11 Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Clause 16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.

## **6 Assistance in Dispute resolution**

- 6.1 When called upon by either Party in the event of any Dispute, the Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement.
- 6.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.



## **7 Other duties and functions**

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

## **8 Miscellaneous**

- 8.1 The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 8.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.
- 8.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.
- 8.4 The Independent Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody.
- 8.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said document shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.

## **Part B**

### **TERMS OF REFERENCE FOR INDEPENDENT PANEL**

*[to be inserted at the time of selection of Independent Panel based on the actual service mix  
finalised by the Concessionaire]*

## SCHEDULE N: EQUIPMENT

### Minimum Equipment requirements

Concessionaire must have below equipment as mentioned in this schedule. The minimum specifications of equipment (must have Indian Standard / FDA / CE) required in the Project are as follows (Phase-wise):

List of equipment required for VOCPA Hospital (100 beds)	Total Units		Department
	Phase I	Phase II	
3D Echocardiography	1	-	Imaging (Radiology)
3D Ultrasound	1	-	Imaging (Radiology)
ABG gas analyser	1	1	Laboratory Medicine
A-scan biometry	1	-	Ophthalmology
Audiometry and impedance equipment	1	-	Audiology—BERA, Speech Therapy
Autoclave (horizontal)	1	-	Ophthalmology
Autoclave (vertical)	2	-	Ophthalmology
Autokeratometer	-	1	Ophthalmology
Automated static perimeter	-	1	Ophthalmology
Autorefractometer	1	-	Ophthalmology
B- scan ultrasound	-	1	Ophthalmology
BERA Phone	-	1	Audiology—BERA, Speech Therapy
Biochemistry fully automated coulter	-	1	Laboratory Medicine
Biochemistry semi-automated coulter	1	-	Laboratory Medicine
Blood bank with deep freezers, - 40degree, and-20 degree	-	1	Transfusion Medicine
C-Arm	-	1	Cardio & Surgery
CO2 Laser	-	1	Dermatology
Computerised Optical biometry	-	1	Ophthalmology
Corneal cross-linking device (C3R)	-	1	Ophthalmology
Corneal Pachymeter	-	1	Ophthalmology
Corneal topographer	-	1	Ophthalmology
Crash cart	3	4	Utility
Critical Care Units Cost (SICU, NICU, MICU, Accident & trauma)	5	4	Anaesthesia& Critical Care
CT scan 64 slice	-	1	Imaging (Radiology)
Defibrillators	-	1	Anaesthesia& Critical Care
Dental chair	-	2	Dental
Dental X-Ray	-	1	Imaging (Radiology)
Dialysis machines	2	3	Urology & Nephrology
Digital X-Ray 300mA	-	1	Imaging (Radiology)
ECG with 12-para monitor	1	-	Cardiology
Electric backup generator	1	-	Utility
ELISA	-	1	Laboratory Medicine

List of equipment required for VOCPA Hospital (100 beds)	Total Units		Department
	Phase I	Phase II	
Endoscopy Suite	1	-	Gastroenterology
Fluoroscopy	1	-	Imaging (Radiology)
Holter Monitor	1	-	Cardiology
Immunoassay analyser	-	1	Laboratory Medicine
Infusion pump	5	10	Other
Intermittent cervical/pelvic traction	1	-	Physiotherapy
Intra oral camera (wireless)	-	1	Dental
Light cure unit	-	1	Dental
Manual Goldmann Perimeter	1	-	Ophthalmology
Mechanical Laundry unit	1	-	Utilities
Mineral water plant	-	1	Utilities
Minor OT	-	1	ENT
Modular OTs with laminar ventilation flow	-	3	General Surgery & Other departments
Nd-YAG laser	-	1	Ophthalmology
Non-contact tonometer	1	-	Ophthalmology
Operating microscope for microvascular and microneural surgery	-	1	Surgery and Gastro-surgery
Oxymeter	3	3	Pulmonology
Paediatric ventilator	2	1	Ophthalmology
Parallel bar walker	1	-	Physiotherapy
Pattern Scan Retinal Laser	-	1	Ophthalmology
Phacoemulsification unit	-	1	Ophthalmology
Pherafin wax bath	1	1	Physiotherapy
Pulse oximeter	-	-	General Medicine
Septic OTs	1	-	Accident, Emergency & Trauma medicine
Shoulder wheel	1	-	Physiotherapy
Slit lamp binomicroscope	1	-	Ophthalmology
Spirometer	1	-	Pulmonology
Static cycle	1	-	Physiotherapy
SWD short wave diathermy	1	2	Physiotherapy
Synoptophore	1	-	Ophthalmology
TENS trans electrical nerve stimulation	1	1	Physiotherapy
Transport ventilator	1	1	Ophthalmology
Treadmill Test (TMT)	1	1	Cardiology
Ultrasonic scalar	1	-	Dental
Ventilators	3	3	Ophthalmology

\*The above list is indicative; Concessionaire shall ensure that any additional equipment required for mandatory services are deployed in accordance with the requirement of each Phase.

## SCHEDULE O: EXISTING FACILITY

### a. Existing VOCPA Hospital

Existing VOCPA Hospital has a capacity of 62 beds, and it is spread over an area of ~4 acres of land. The VOCPA Hospital building was constructed in 1962 and established as an hospital in the year 1987.

Following are the details of Existing Infrastructure:

Existing Bed Configuration	No. of Beds
Special Ward	4
Quarantine Ward	6
Ward (Male)	13
Ward (Female)	13
Isolation Ward	10
Post-Surgical	6
Maternity Ward	2
Casualty General ward	3
ICU Beds	5
Total beds	62

The existing block of the hospital building is constructed on ground floor only, with partial development on the first floor with no basement available. The ground floor includes the Administration Section, Waiting Area, OT, Maternity Ward, Post-Surgical Ward, Diagnostics Services and OPD area along with IPD wards and Emergency which shall be handed over to the Concessionaire except for AMRIT pharmacy area i.e. 1836.37sq. feet and medical office building with requisite setbacks(CMO Office) i.e. 6644.30 Sq. Ft. Whereas only quarantine ward is provided on the first floor which was added recently during Covid-19.

### b. Existing specialties and support services

The existing Hospital provides a variety of clinical and support services to its beneficiaries and the general public. Specialties like Obs. & Gynecology, Dental procedures, General Medicine, Pediatrics, Orthopedics, Dermatology, Homeopathy, etc., along with diagnostic services like Ambulance, AMRIT Pharmacy, Clinical Lab, X-ray and Clinical Services like Physiotherapy, OPD, IPD, Radiology, Critical Care along with ancillary services like Nursing, Laundry, Oxygen Generation plant

Apart from allopathy, the hospital has also integrated AYUSH. Currently the hospital provides services of Ayurveda, Homeopathy and Siddha through the visiting doctors assigned by the State Government.

Only OPDs/consultations with visiting doctors are held for most of these specialties and for further treatment, the patients are referred to other empaneled hospitals. The list of key clinical, non-clinical and ancillary services available in the Hospital is listed below:

#### Medical Services



<b>Specialties Available</b>	<b>Clinical Services</b>
General Medicine (Visiting)	Out-patient & In-patient
General Surgery (Visiting)	Emergency Services
Obs. & Gynecology Services	Critical Care
Dental procedures	Physiotherapy
Pediatrics (Visiting)	Anesthesia (Visiting)
Orthopedics (Visiting)	Radiologist (Visiting)
Dermatology (Visiting)	
Homeopathy (Visiting assigned by State Government)	
Ayurveda (Visiting assigned by State Government)	
Siddha (Visiting assigned by State Government)	
<b>Support Services</b>	
<b>Diagnostic and Para Clinical Services</b>	<b>Ancillary Services</b>
AMRIT Pharmacy (shall not be handed over to the Concessionaire)	Oxygen Generation Plant
Ambulance Services	Laundry
ECG	Nursing Services
Imaging: X-Ray	Medical gas pipeline system
Clinical Lab	Sterilization

### **c. List of Existing Equipment's**

The below represents the list of equipment's currently available in the VOCPA Hospital along with the number of units and their life left in years, these shall be transferred to the concessionaire without any additional cost.

<b>Particulars</b>	<b>Units</b>
Wax Bath	2.00
Infra Red Radiation	2.00
Supinator, Pronator shoulder exercise Unit	2.00
Mariners Wheel	1.00
Hydro collator	1.00
Ultra Sonic Cleaner (Model No: VGT-1860QT)	1.00
TRANS ASIA full auto analyzer	1.00
AFINIAN 2 fully auto analyzer	1.00
Ice line refrigerator	1.00
Oxygen concentrator	15.00
Central oxygen pipe line	1.00
Respiratory Humidifier	3.00
Portable Boyles Apparatus	1.00
Chemundi Dental Chair with Compressor X-Ray RVG	
Computer	1.00
X-Smart plus wave one	1.00
Suction Apparatus	2.00
Multi Para Meter Monitor	3.00
Cardiac Defibrillator	1.00
POP Cutter	1.00

Particulars	Units
Fog Star Spray Sterilizer	1.00
Electrolyte Analyzer	1.00
Multi Para Meter Monitor	4.00
Suction Apparatus	2.00
Curing Unit (Light Cure)	1.00
Suction Apparatus	1.00
Suction Apparatus	1.00
Multi Para Meter Monitor	1.00
Ultra Sonic Foetal Monitor	1.00
Semi Automated Biochemistry Analyzer	2.00
Computerized Interferential Therapy	2.00
Hydro collator	1.00
Vacuum Therapy	1.00
Intermittent Pneumatic compressor device	1.00
Autoclave with distilled water plant & bouchshealer	1.00
Optic cardless endomotor (Canal pro CL 2 LED)	1.00
Tissue Contouring System	1.00
Canal Pro Raypaex Locator	1.00
Woodpecker Scaler J Model0	1.00
UV Cabinet	2.00
Baby Auto Clave	2.00
Computer Radiography	1.00
Sand Plaster	1.00
Lazer Therapy	2.00
Laboratory Centrifuge	2.00

## SCHEDULE P: INDICATIVE FORMAT OF THE SUBSTITUTION AGREEMENT

*[On Stamp Paper of appropriate value]*

This SUBSTITUTION AGREEMENT is entered into on this [●] 2025

### BETWEEN

**BOARD OF MAJOR PORT AUTHORITY** constituted by the Central Government in accordance with sub-section (1) of section 3 for V.O. Chidambaranar Port Authority, Thoothukudi (VOCPA), under the provisions of the Major Port Authorities Act, 2021 and having its Administrative Office at [●] represented by its [●] (hereinafter referred to as the **Authority** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns);

### AND

[●], a private limited company incorporated under the provisions of the Companies Act 2013 and having its registered office at [●] (hereinafter referred to as the **Concessionaire** which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

### AND

[●] (Financial Institution/ Bank) having its registered office at [●], (hereinafter referred to as the **Senior Lender**, which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes).

### OR

[●] (Financial Institution/ Bank) having its registered office at [●], [acting for itself and for and on behalf of the Senior Lenders listed in Schedule A hereto] (hereinafter referred to as the **Senior Lenders' Representative**, which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes).

The Authority, Concessionaire and the Senior Lenders/Senior Lenders' Representative are hereinafter collectively referred to as **Parties** and individually as **Party**.

### WHEREAS:

- A. The Authority and the Concessionaire have entered into a concession agreement on [●] (the **Concession Agreement**), in terms of which the Concessionaire has agreed to undertake the upgradation of the Existing Hospital into 100 bedded super speciality hospital by refurbishment, operation, maintenance and management of the Existing

Hospital (62 bedded) into a 50 bedded super speciality hospital and to establish, upgrade, develop, finance, equip, operate and manage a new block of 50 bedded super-specialty hospital(**"Project"**).

- B. With a view to facilitate obtaining financing for the Project by the Concessionaire and to enable the Concessionaire in construction and development of the Project pursuant to and in accordance with the Project Agreements, the Parties have agreed that, subject to the terms and conditions of the Project Agreements and the financing documents, the Senior Lenders shall have the right to substitute the Concessionaire for the remaining Concession Period.
- C. Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- D. Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.
- E. In order to enable implementation of the Project including its financing, development, construction, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.
- F. The Parties have agreed to execute this Substitution Agreement on the terms and conditions mentioned herein below.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Substitution Agreement are set out below:

## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Substitution Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

**"Agreement"** means this agreement and includes any amendment or modification made to this agreement in accordance with the provisions hereof;

**"Financial Assistance"** means the financial assistance set forth in Schedule A hereto, agreed to be provided by the Senior Lender(s) to the Concessionaire for financing the Project.

**"Financial Default"** means occurrence of a material breach of the terms and conditions

of the Financing Agreements or a continuous default in Debt Service by the Concessionaire for a minimum period of 3 (three) months;

**"Nominated Company"** means a company, incorporated under the provisions of the Companies Act, 1956/2013, including any re-enactment or amendment thereof, selected by the Senior Lenders or Senior Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Concession as provided in this Agreement;

**"Notice of Financial Default"** shall have the meaning ascribed thereto in Clause 3.2.1; and

**"Parties"** means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually.

**"Residual Concession Period"** means the period which shall be the remainder of the Concession Period computed from the date of issuance of Termination Notice in terms of Article 33 of the Concession Agreement.

**"Senior Lender(s)"** means the financial institutions/banks whose name(s) and addresses are set out in Schedule A hereto and shall include the financial institutions/banks who may replace the same by way of a refinance/subrogation, as may be notified by the Senior Lenders' Representative to the Concessionaire, from time to time.

**"Senior Lenders' Representative"** means the person referred to as the Lenders' Representative in the foregoing Recitals;

## **1.2 Interpretation**

- 1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.
- 1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- 1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.
- 1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

## **2 ASSIGNMENT**

### **2.1 Assignment of rights and title**



The Concessionaire hereby agrees to assign the rights, title and interest in the Concession to, and in favour of, the Senior Lenders pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

### **3 SUBSTITUTION OF THE CONCESSIONAIRE**

#### **3.1 Rights of substitution**

- 3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Senior Lenders shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.
- 3.1.2 The Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Senior Lenders in accordance with this Agreement. (For the avoidance of doubt, the Senior Lenders shall not be entitled to operate and maintain the Project/Project Facilities and Services as Concessionaire either individually or collectively).

#### **3.2 Substitution upon occurrence of Financial Default**

- 3.2.1 Upon occurrence of a Financial Default, the Senior Lenders/Senior Lenders' Representative may issue a notice to the Concessionaire (the "**Notice of Financial Default**") along with particulars thereof, and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.
- 3.2.2 Upon issue of a Notice of Financial Default hereunder, the Senior Lenders/Senior Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.
- 3.2.3 At any time after the Senior Lenders/Senior Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Project/Project Facilities and Services and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the Concession Agreement. Provided, such Suspension shall be revoked upon substitution of the Concessionaire by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Senior Lenders/Senior Lenders' Representative and the Concessionaire, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

### **3.3 Substitution upon occurrence of Concessionaire Default**

- 3.3.1 Upon occurrence of a Concessionaire Default, the Authority shall by a notice inform the Senior Lenders/Senior Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days time to the Senior Lenders/Senior Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.
- 3.3.2 In the event that the Senior Lenders/Senior Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Senior Lenders/Senior Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Senior Lenders/Senior Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

### **3.4 Procedure for substitution**

- 3.4.1 The Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Senior Lenders/Senior Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders from potential Nominated Companies for the take over and transfer of the Project including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Authority under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.
- 3.4.2 To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for shortlisting the bidders for award of the Concession; provided that the Senior Lenders/Senior Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any Material Adverse Effect on the Project, it may waive all or any of such eligibility criteria.
- 3.4.3 Upon selection of a Nominated Company, the Senior Lenders/Senior Lenders' Representative shall request the Authority to:
- (a) accede to transfer to the Nominated Company the rights and obligations of the Concessionaire in accordance with the provisions of the Concession Agreement;

- (b) endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the Residual Concession Period; and
- (c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within 7(seven) days from the date of proposal made by the Senior Lenders/Senior Lenders' Representative, give a reasoned order after hearing the Senior Lenders/Senior Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority thereupon shall novate the Concession Agreement within 7(seven) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Senior Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

### **3.5 Selection to be binding**

The decision of the Senior Lenders/Senior Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Senior Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/novation of the Concession Agreement in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets comprised in the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Senior Lenders/Senior Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or the Senior Lenders/Senior Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Senior Lenders/Senior Lenders' Representative.

## **4 PROJECT AGREEMENTS**

### **4.1 Substitution of Nominated Company in Project Agreements**

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

## **5 TERMINATION OF CONCESSION AGREEMENT**

### **5.1 Termination upon occurrence of Financial Default**

At any time after issue of a Notice of Financial Default, the Senior Lenders/Senior

Lenders' Representative may by a notice in writing require the Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Authority shall terminate the Concession in accordance with the Concession Agreement. .

## **5.2 Termination when no Nominated Company is selected**

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Senior Lenders/Senior Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2, the Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

## **5.3 Realisation of Debt Due**

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Senior Lenders are entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Concession Agreement and the Escrow Agreement.

# **6 DURATION OF THE AGREEMENT**

## **6.1 Duration of the Agreement**

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- (a) Termination of the Agreement; or
- (b) no sum remains to be advanced, or is outstanding to the Senior Lenders, under the Financing Agreements.

# **7 INDEMNITY**

## **7.1 General indemnity**

7.1.1 The Concessionaire will indemnify, defend and hold the Authority and the Senior Lenders/Senior Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

7.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss,

damage, cost and expense, arising out of acts done in discharge of its lawful functions by the Authority.

- 7.1.3 The Senior Lenders/Senior Lenders' Representative will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Senior Lenders/Senior Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Senior Lenders/Senior Lenders' Representative.

## **7.2 Notice and contest of claims**

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

## **8 DISPUTE RESOLUTION**

### **8.1 Dispute resolution**

- 8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the [●] (the "Rules") or such other rules as may be mutually agreed by the Parties and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.
- 8.1.2 The Arbitrators shall issue a reasoned award, and such award shall be final and binding on the Parties. The venue of arbitration shall be [●] and the language of arbitration shall be English.

## **9 MISCELLANEOUS PROVISIONS**

### **9.1 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at [●] shall have jurisdiction over all matters arising out of or relating to this Agreement.

## **9.2 Waiver of sovereign immunity**

The Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose.
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets.
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

## **9.3 Priority of agreements**

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

## **9.4 Alteration of terms**

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

## **9.5 Waiver**

### **9.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:**

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement.
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

### **9.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed**



as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

## **9.6 No third-party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

## **9.7 Survival**

### **9.7.1 Termination of this Agreement:**

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

### **9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.**

## **9.8 Severability**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

## **9.9 Successors and assigns**

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

## **9.10 Notices**

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it

is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

#### **9.11 Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

#### **9.12 Authorised representatives**

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

#### **9.13 Original Document**

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

### **SCHEDULE A**

#### **PARTICULARS OF FINANCIAL ASSISTANCE**

<b>Name and Address of the Lender</b>	<b>Nature and Amount of Financing Assistance</b>

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN PRESENCE OF THE FOLLOWING WITNESSES:**

SIGNED, SEALED & DELIVERED

For and on behalf of  
the Authority

(Authorised Signatory)

For and on behalf of  
(Concessionaire)

(Authorised Signatory)

For and on behalf of  
(Lenders)

(Authorised Signatory)

Witnesses:

1. 2.

## **SCHEDULE Q: VESTING CERTIFICATE**

- 1 **BOARD OF MAJOR PORT AUTHORITY, for V.O. CHIDAMBARANAR PORT AUTHORITY, THOOTHUKUDI**(the Authority) refers to the Concession Agreement dated [●] (the Agreement) entered into between the Authority and [●] (the Concessionaire) for the Project.
- 2 The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 34.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any Encumbrances, charges and liens whatsoever.
- 3 Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed on this [●] day of [●], 20[●] at [●].

**AGREED, ACCEPTED AND SIGNED**

**For and on behalf of  
CONCESSIONAIRE  
by:**

**(Signature)**

**(Name)**

**(Designation)**

**(Address)**

**SIGNED, SEALED AND**

**For and on behalf of  
AUTHORITY by:**

**(Signature)**

**(Name)**

**(Designation)**

**(Address)**

**In the presence of:**

**1.**

**2.**

## SCHEDULE R: ESCROW AGREEMENT

### FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the [●] day of [●], [Year].

#### AMONGST

1. [●], a private limited company incorporated under the provisions of the Companies Act, and having its registered office at [●] (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes).
2. [●][name and particulars of Lenders' Representative] and having its registered office at [●] acting for and on behalf of the Senior Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);
3. [●] [name and particulars of the Escrow Bank] and having its registered office at [●] (hereinafter referred to as the "**Escrow Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and
4. **BOARD OF MAJOR PORT AUTHORITY** constituted by the Central Government in accordance with sub-section (1) of section 3 for V.O. Chidambaranar Port Authority, Thoothukudi (VOCPA), under the provisions of the Major Port Authorities Act, 2021, and having its Administrative Office at [●] represented by its [●](hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

#### WHEREAS:

- (A) The Authority has entered into a Concession Agreement dated [●] with the Concessionaire (the "**Concession Agreement**"), in terms of which the Concessionaire has agreed to undertake the upgradation of the Existing Hospital into 100 bedded super speciality hospital by refurbishment, operation, maintenance and management of the Existing Hospital (62 bedded) into a 50 bedded super speciality hospital and to establish, upgrade, develop, finance, equip, operate and manage a new block of 50 bedded super-specialty hospital ("**Project**"), a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- (C) The Concession Agreement requires the Concessionaire to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

**NOW IT IS HEREBY AGREED as follows:**

## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

**"Agreement"** means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein.

**"Concession Agreement"** means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein.

**"Cure Period"** means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority or the Lenders' Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice.

**"Escrow Account"** means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts.

**"Escrow Default"** shall have the meaning ascribed thereto in Clause 6.1.

**"Lenders' Representative"** means the person referred to as the Lenders' Representative in the foregoing Recitals.

**"Parties"** means the parties to this Agreement collectively and **"Party"** shall mean any of the Parties to this Agreement individually.

**"Payment Date"** means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

**"Sub-Accounts"** means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

### **1.2 Interpretation**

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on



behalf of Senior Lenders.

- 1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.
- 1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- 1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

## **2 ESCROW ACCOUNT**

### **2.1 Escrow Bank to act as trustee**

- 2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, Senior Lenders, the Lenders' Representative and the Concessionaire in connection herewith and authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.
- 2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, Senior Lenders, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, Senior Lenders, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third-party beneficiaries under this Agreement.

### **2.2 Acceptance of Escrow Bank**

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

### **2.3 Establishment and operation of Escrow Account**

- 2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the [●] (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.
- 2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.
- 2.3.3 The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

## **2.4 Escrow Bank's fee**

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fees and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

## **2.5 Rights of the parties**

The rights of the Authority, the Senior Lenders (through the Lenders' Representative) and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Senior Lenders and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

## **2.6 Substitution of the Concessionaire**

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

# **3 DEPOSITS INTO ESCROW ACCOUNT**

## **3.1 Deposits by the Concessionaire**

- 3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the

Escrow Account with:

- (a) all funds constituting the financial package
- (b) all Fee, deposits in all forms and any other revenues from or in respect of the Project, including the proceeds of any rentals, deposits, capital receipts or insurance claims; and
- (c) all payments by the Authority, after deduction of any outstanding amount

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

### **3.2 Deposits by the Authority**

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

- (a) any monies disbursed by the Authority to the Concessionaire.
- (b) Termination Payments.

Provided that the Authority shall be entitled to appropriate from the aforesaid amounts, any amount due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

### **3.3 Deposits by Senior Lenders**

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the EPC Contractor under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

### **3.4 Interest on deposits**

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account, provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

## **4 WITHDRAWALS FROM ESCROW ACCOUNT**

### **4.1 Withdrawals during Concession Period**

4.1.1 At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them

in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

- (a) all Taxes due and payable by the Concessionaire for and in respect of the Project.
- (b) all payments relating to development of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements.
- (c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements.
- (d) O&M Expenses and other costs incurred by the Authority, in accordance with the provisions of the Concession Agreement and certified by the Authority as due and payable to it.
- (e) Gross Revenue Share and Lease Rentas due and payable to the Authority
- (f) monthly proportionate provision of Debt Service due in an Accounting Year.
- (g) all other payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement.
- (h) monthly proportionate provision of Debt Service payments due in an Accounting Year in respect of Subordinated Debt.
- (i) any reserve requirements set forth in the Financing Agreements; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 Not later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

#### **4.2 Withdrawals upon Termination on account of either party default**

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

- (a) all Taxes due and payable by the Concessionaire for and in respect of the Project.
- (b) 90% (ninety per cent) of Debt Due excluding Subordinated Debt.
- (c) outstanding Gross Revenue Share and Lease Rent, as due and payable to the Authority.
- (d) all other payments and Damages certified by the Authority as due and payable to it by the Concessionaire pursuant to the Concession Agreement.
- (e) retention and payments arising out of, or in relation to, liability for defects and deficiencies set forth in Article 35 of the Concession Agreement.

- (f) outstanding Debt Service including the balance of Debt Due excluding subordinate debt.
- (g) outstanding Subordinated Debt.
- (h) incurred or accrued O&M Expenses.
- (i) any other payments required to be made under the Concession Agreement; and
- (j) balance, if any, in accordance with the instructions of the Concessionaire

Provided that the disbursements specified in Sub-clause (j) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

#### **4.2(A) Withdrawal upon end of Concession Period by efflux of time**

All amounts standing to the credit of the Escrow Account at the end of the Concession Period by efflux of time shall be appropriated in the following order of priority:

- (a) towards taxes and statutory dues payable by the Concessionaire.
- (b) compensation to Senior Lenders in terms of the Financing Agreements towards discharge of the Concessionaire's liability under such Financing Agreements.
- (c) all amounts due to the Authority and amounts payable towards transfer of the Project and Project Facilities by the Concessionaire in accordance with this Agreement; and the Concessionaire shall be at liberty to withdraw any sums outstanding in the Escrow Account after:
  - (i) all the aforesaid payments due have been made and/or adequate reserves have been created in respect thereof to the satisfaction of the Senior Lenders and the Authority.
  - (ii) the Escrow Bank has received a confirmation of final settlement by the Senior Lenders and/or Authority; and
  - (iii) Vesting Certificate has been issued by the Authority under the provisions of Clause 34.4.

#### **4.3 Application of insufficient funds**

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1, 4.2 and 4.2A as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

#### **4.4 Application of insurance proceeds**

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilized for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

#### **4.5 Withdrawals during Suspension**

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 32 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

### **5 OBLIGATIONS OF THE ESCROW BANK**

#### **5.1 Segregation of funds**

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received and shall be segregated from other funds and property of the Escrow Bank.

#### **5.2 Notification of balances**

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

#### **5.3 Communications and notices**

In discharge of its duties and obligations hereunder, the Escrow Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic.
- (c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and
- (d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders'

Representative in connection herewith.

#### **5.4 No set off**

The Escrow Bank agrees not to claim or exercise any right of set off, banker's line or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

#### **5.5 Regulatory approvals**

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

#### **5.6 Verification of Monthly Invoice:**

The Escrow Bank shall verify Monthly Invoice for any apparent error such as mathematical miscalculations or any errors in light of the documents submitted by the Concessionaire. In the event that the Escrow Bank notifies any error in writing to the Concessionaire within 30 (Thirty) days of receipt of a Monthly Invoice, the Concessionaire shall immediately rectify such error and re-issue the Monthly Invoice by no later than 3 (three) days of receipt of notification of such error from the Escrow Bank. The process set out in this Clause 5.6 shall then apply to any re-issued Monthly Invoice.

In the event that the Escrow Bank does not notify within 30 (thirty) days of receipt of the Monthly Invoice, such Monthly Invoice shall be deemed to have been accepted by the Escrow Bank and the Escrow Bank shall make the payment of the amounts claimed under such invoice, through electronic transfer, to the designated Bank account of the Concessionaire.

### **6 ESCROW DEFAULT**

#### **6.1 Escrow Default**

6.1.1 Following events shall constitute an event of default by the Concessionaire (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:

- (a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure



- Period of 5 (five) business days.
- (b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or
  - (c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.
- 6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

## **7 TERMINATION OF ESCROW AGREEMENT**

### **7.1 Duration of the Escrow Agreement**

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

### **7.2 Substitution of Escrow Bank**

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

### **7.3 Closure of Escrow Account**

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2 and 4.2A, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

## **8 SUPPLEMENTARY ESCROW AGREEMENT**

### **8.1 Supplementary escrow agreement**

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and Documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

## **9 INDEMNITY**

### **9.1 General indemnity**

- 9.1.1 The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.
- 9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.
- 9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

### **9.2 Notice and contest of claims**

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within

15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

## **10 DISPUTE RESOLUTION**

### **10.1 Dispute resolution**

- 10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the [●] (the "Rules") or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- 10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be [●] and the language of arbitration shall be English.

## **11 MISCELLANEOUS PROVISIONS**

### **11.1 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at [●] shall have jurisdiction over all matters arising out of or relating to this Agreement.

### **11.2 Waiver of sovereign immunity**

The Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose.
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets.
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any

- jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

### **11.3 Priority of agreements**

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

### **11.4 Alteration of terms**

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties.

### **11.5 Waiver**

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement.
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

### **11.6 No third-party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

### **11.7 Survival**

11.7.1 Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

#### **11.8 Severability**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

#### **11.9 Successors and assigns**

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

#### **11.10 Notices**

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

#### **11.11 Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

#### **11.12 Authorised representatives**

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

### 11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

THE COMMON SEAL OF  
CONCESSIONAIRE has been  
affixed pursuant to the resolution  
passed by the Board of Directors of  
the Concessionaire at its meeting held  
on the ..... day of 20..... hereunto  
affixed in the presence of .....,  
Director, [who has signed these  
presents in token thereof and .....,  
Company Secretary / Authorized  
Officer who has countersigned the  
same in token thereof]\$:

SIGNED, SEALED AND  
DELIVERED

For and on behalf of  
THE ESCROW BANK by:

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)  
(e-mail address)

SIGNED, SEALED AND  
DELIVERED

For and on behalf of  
THE AUTHORITY by:

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)  
(e-mail address)

SIGNED, SEALED AND  
DELIVERED

For and on behalf of  
THE LENDERS by:

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)  
(e-mail address)

In the presence of:

1.

2.

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\$ To be affixed in accordance with the articles of association of the Concessionaire.

**SCHEDULES: Arbitration Rules of the Society for Affordable Redressal of  
Disputes- Ports (SAROD-Ports)**

**I N D E X**

Rule

1. Scope of Application
2. Definitions
3. Notice, Calculation of Periods of Time
4. Commencement of Arbitration
5. Response by Respondent
6. Filing of Case Statements
7. Contents of Case Statements
8. Default in Filing and Serving Case Statements
9. Further Written Statements
10. SAROD-PORTS- Ports to Provide Assistance
11. Appointment of Tribunal
12. Multi-party Appointment of the Tribunal
13. Appointment of Substitute Arbitrator
14. Independence and Impartiality of the Tribunal
15. Code of Ethics for Arbitrators
16. Challenge of Arbitrators
17. Decision on Challenge
18. Removal of the Tribunal
19. Re-hearing in the Event of Replacement of the Tribunal
20. Jurisdiction of the Tribunal
21. Fees of SAROD-PORTS - Ports and Arbitral Tribunal
22. Transmission of File of the Tribunal
23. Juridical Seat of Arbitration
24. Language of Arbitration
25. Conduct of the Proceeding
26. Communications between Parties and the Tribunal
27. Party Representatives
28. Hearings
29. Documents - only Arbitration
30. Witnesses
31. Experts Appointed by the Tribunal
32. Rules applicable to substance of dispute
33. Closure of Hearings ·
34. Additional Powers of the Tribunal
35. Deposits to Costs and Expenses
36. Decision Making by the Tribunal
37. The Award



- 38. Additional Award
- 39. Correction of Awards
- 40. Settlement
- 41. Interest
- 42. Costs
- 43. Waiver
- 44. Exclusion of Liability
- 45. General Provisions
- 46. Amendment to Rules

## **PREAMBLE**

In order to seek speedy, affordable, just and reasonable Redressal of Dispute/Differences between Major Port Trusts and Concessionaire/Contractor arising out of and during the course of execution of various contracts, a Society for Affordable Resolution of Disputes - Ports (SAROD-PORTS - Ports) has been formed as a Society under Societies Registration Act, 1860 with registration. It has been formed by Indian Ports Association and Indian Private Ports and Terminals Association with founding members as mentioned in the Memorandum of Association of SAROD-PORTS

## SAROD-PORTS ARBITRATION

### RULES

#### **Rule : 1- Scope of Application**

- 1.1 Where any agreement, submission or reference provides for arbitration at the Society for Affordable Resolution of Disputes - Ports ("SAROD-PORTS"), or under the Arbitration Rules of the SAROD-PORTS and where the case is a domestic arbitration, the same shall be conducted in accordance with the following Rules, or such Rules as amended by the SAROD-PORTS where the amendments take effect before the commencement of the Arbitration.
- 1.2 These rules shall come into effect from the day of approval by Governing Body of SAROD-PORTS.

#### **Rule 2 - Definitions**

- 2.1 These Rules shall be referred to as "the SAROD-PORTS Arbitration Rules".
- 2.2 In these Rules:

"Act" means the 'Arbitration and Conciliation Act 1996' of India and any statutory modifications or re-enactments thereof

**"DOMESTIC ARBITRATION"** means arbitration to be conducted under these rules.

**"SAROD-PORTS"** means the Society for Affordable Redressal of Disputes- Ports.

**"SAROD-PORTS Arbitrator Panel"** means the list of persons admitted to serve as arbitrators under these Rules.

**IPA** means Indian Ports Association

**"IPPTA"** means Indian Private Ports and Terminals Association

**"GOVERNING BODY"** means Governing Body of SAROD-PORTS as defined in Article 9 of Memorandum of Association.

**"PRESIDENT"** means President of Governing Body of SAROD-PORTS as defined in Rules & Regulation of SAROD-PORTS.

**"SECRETARY"** means Secretary of SAROD-PORTS as defined in Rules & Regulation of SAROD-PORTS.

**"TRIBUNAL"** means either a Sole Arbitrator or all arbitrators when more than one is appointed.

**"PARTY"** means a party to an arbitration agreement,

**"E-Arbitration"** means submission of pleadings, defence statement etc by E-mail and holding of proceedings via video conferencing.

### **Rule 3 - Notice, Calculation of periods of Time**

- 3.1 For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.
- 3.2 For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Gazetted public holidays or non-business days occurring during the running of the period of time are included in calculating the period.
- 3.2 Without prejudice to the effectiveness of any other form of written communication, written communication may be made by fax, email or any other means of electronic transmission effected to a number, address or site of a party.
- 3.3 The transmission is deemed to have been received on the day of transmission.

### **Rule 4- Commencement of Arbitration**

- 4.1 Any party wishing to commence an arbitration under these Rules ("the Claimant") shall file with the Secretary and serve on the other party {"the Respondent"}, a written Notice of Arbitration ("the Notice of Arbitration") which shall include the following:

- a. a request that the dispute be referred to arbitration.
- b. the names, addresses, telephone numbers, fax numbers and email addresses of the parties to the dispute ;
- c. a reference to the arbitration clause or any separate arbitration agreement that is invoked and provide a copy of the arbitration clause or arbitration agreement.
- d. a reference to the contract out of which the dispute arises and provide a copy of the contract where possible;
- e. a brief statement describing the nature, facts and circumstances leading to the dispute;
- f. the relief or remedy sought, including the amount of claim if quantifiable at the time the Notice of Arbitration is filed;
- g. a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed on the number; and
- h. the name of the Claimant's nominated arbitrator.

4.2 A filing fee of Rs. 10,000/- (Ten thousand) or any amount decided by Governing Body from time to time is payable at the time of filing the Notice of arbitration.

4.3 The date of filing of the Notice of Arbitration with the Secretary is the date of commencement of the arbitration for the purpose of these Rules.

## **Rule 5 - Response by Respondent**

5.1 Within 14 (fourteen) days of receipt of the Notice of Arbitration, the Respondent shall file with the Secretary and serve upon on the Claimant, a Response including

- a. A confirmation or denial of all or part of the claims;
- b. Brief statement of the nature and circumstances of any envisaged counterclaims
- c. A comment in response to any proposals contained in the Notice of Arbitration; and
- d. The name of the respondent's nominated arbitrator.

5.2 A filing fee of Rs. 10,000/- or any amount decided by Governing Body from time to time is payable at the time of filing the Response.

5.3 In case parties have objection to the jurisdiction of Arbitral Tribunal, such objection shall

be raised not later than 15 days of the commencement of Arbitration proceedings failing which it will be deemed that parties have waived their right to objection.

#### **Rule 6- Filing of Case Statements**

- 6.1 Within 30 days after the filing of the Notice of Arbitration, the claimant must file with the Secretary and serve on the Respondent, a Statement of Claimant's Case along with all documents to be relied upon by the Claimant.
- 6.2 Within 30 days after the service of the statement of Claimant's Case, the Respondent must file with the Secretary and serve on the Claimant, a statement of respondent's defence and counterclaim (if any) along with all documents to be relied upon by the Respondent.
- 6.3 Within 30 days after the service of the statement of Respondent's defence, if the Claimant intends to challenge anything in the statement of Respondent's defence and/or counterclaim, the Claimant must then file with the Secretary and serve on the Respondent, a statement of claimant's reply and if necessary, defence to counterclaim.
- 6.4 No further case statements may be filed without the leave of the Tribunal or if a Tribunal has not been appointed, the Secretary.
- 6.5 The Tribunal or if a Tribunal has not been appointed, the Secretary, may upon the written application of a party, extend the time limits provided under this Rule,
- 6.6 Thy party required to file a case statement must at the same time deposit with the Secretary for eventual transmission to the Tribunal an additional copy or additional copies of the case statement, according to the number of arbitrators constituting or who will constitute the Tribunal.

#### **Rule 7 - Contents of Case Statements**

- 7.1 The case statements must contain the detailed particulars of the party's claim, defence or counterclaim and must thus contain a comprehensive statement of the facts and contentions of law supporting the party's position.
- 7.2 It must:
  - a. Set out all items of relief or other remedies sought together with the amount of all quantifiable claims and detailed calculations.
  - b. State fully its reasons for denying any allegation or statement of the other party.
  - c. State fully its own version of events if a party intends to put forward a version of events different from that given by the other party.

7.3 A case statement must be signed by or on behalf of the party making it.

#### **Rule 8 - Default in Filing and Serving Case Statements**

8.1 If the Claimant fails within the time specified under these Rules or as may be fixed by the Tribunal or by the Secretary, to submit its Statement of Case, the Tribunal or if a Tribunal has not been appointed, the Governing Body may issue an order for the termination of the arbitral proceedings or make such other directions as may be appropriate in the circumstances.

8.2 If the Respondent fails to submit a Statement of Respondent's Defence, the Tribunal may nevertheless proceed with the arbitration and make the award.

#### **Rule 9 - Further Written Statements**

9.1 The Tribunal will decide which further written statements, in addition to the case statement(s) already filed, are required from the parties and shall fix the periods of time for giving, filing and serving such statements.

9.2 All such further statements must be given to the Tribunal, filed with the Secretary and served on the Claimant or Respondent, whichever is applicable.

#### **Rule 10 - SAROD-PORTS to Provide Assistance**

10.1 At the request of the Tribunal or either party, the Secretary will render such assistance as is required for the conduct of the arbitration, including arranging for facilities, suitable accommodation for sittings of the Tribunal, secretarial assistance or interpretation of these rules.

10.2 Any additional expenses incurred or to be incurred for any such arrangements shall be borne by the parties.

#### **Rule 11- Appointment of Tribunal**

11.1 The disputes shall be decided by a Sole Arbitrator when the total claim of dispute is Rs. 3 Crores or less.

11.2 In all cases of disputes claimed for more than Rs. 3 Crores, the tribunal shall consist of odd number of Arbitrators to be nominated by the parties. The Presiding Arbitrator shall be appointed by the Arbitrators nominated by the parties from amongst the panel maintained by SAROD-PORTS. For deciding the Presiding Arbitrator, a draw of lots can be carried out from amongst the names suggested by the Arbitrators nominated by the Parties, The eligibility criteria for empanelment of Arbitrators will be decided by the Governing Body.

- 11.3 If a Sole Arbitrator is to be appointed, the Governing Body will appoint the Arbitrator within 21 days from the date the Respondent's Statement of Defence and Counterclaim (if any) is filed or falls due, whichever is earlier. The Governing Body will appoint the Arbitrator from the panel of Arbitrators by draw of lots,
- 11.4 An Arbitrator/Presiding Arbitrator to be appointed under these Rules shall be a person on the SAROD-PORTS Arbitration Panel as at the date of the appointment,
- 11.5 In the event of any party failing to appoint Arbitrator within 30 days of receipt of the notice of Arbitration, the Governing Body shall appoint the Arbitrator or Presiding Arbitrator as the case may be by a draw of lots.

#### **Rule 12- Multiparty appointment of the Tribunal**

- 12.1 If there are more than 2 parties in the arbitration, the parties shall agree on the procedure for appointing the Tribunal within 21 days of the receipt of the Notice of Arbitration.
- 12.2 If the parties are unable to do so, upon the lapse of the 21 day time period mentioned herein, the Tribunal shall be appointed by the Governing Body as soon as practicable.

#### **Rule 13-Appointment of Substitute Arbitrator**

In the event of the death or resignation of any of the arbitrators, a substitute arbitrator must be appointed by the same procedure as in Rule 11 by which the arbitrator concerned was appointed, failing which, the Governing Body will make the appointment.

#### **Rule 14 - Independence and Impartiality of the Tribunal**

- 14.1 The Tribunal conducting arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.
- 14.2 A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment, any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.
- 14.3 An arbitrator, once nominated or appointed, shall disclose any such circumstance referred to in Rule 14.2 to the Secretary and/ or to all parties.

#### **Rule 15 - Code of Ethics for Arbitrators**

An Arbitrator is a fountain of justice and emblem of equity, fairness and good conscience. Therefore he/she is expected to exhibit a noble conduct. The code of conduct prescribed by the Governing Body has to be adopted.



## **Appointment**

- 15.1 A prospective arbitrator shall accept an appointment only if he is fully satisfied that he is able to discharge his duties without bias, he has an adequate knowledge of the language of the arbitration, and he is able to give to the arbitration the time and attention which the parties are reasonably entitled to expect,
- 15.2 In this code, the masculine includes the feminine.

## **Disclosure**

- 15.3 A prospective arbitrator shall disclose all facts or circumstances that may give rise to justifiable doubts as to his impartiality or independence, such duty to continue thorough out the arbitral proceedings with regard to new facts and circumstances, in terms of the arbitration and conciliation Act 1996 as amended from time to time.
- 15.4 A prospective arbitrator shall disclose to the Secretary and any party who approaches him for a possible appointment:
- (a) Any past or present close personal relationship or business relationship, whether direct or indirect, with any party to the dispute, or any representative of a party, or any person known to be a potentially important witness in the arbitration;
  - (b) The extent of any prior knowledge he may have of the dispute.

## **Bias**

- 15.5 The criteria for assessing questions relating to bias are impartiality and independence. Partiality arises when an arbitrator favours one of the parties or where he is prejudiced in relation to the subject matter of the dispute. Dependence arises from relationships between an arbitrator and one of the parties, or with someone closely connected with one of the parties.
- 15.6 Any close personal relationship or current direct or indirect business relationship between an arbitrator and a party, or any representative of a party, or with a person who is known to be a potentially important witness, will normally give rise to justifiable doubts as to a prospective arbitrator's impartiality or independence. Past business relationships will only give rise to justifiable doubts if they are of such magnitude or nature as to be likely to affect a prospective arbitrator's judgment. He should decline to accept an appointment in such circumstances unless the parties agree in writing that he may proceed.

## **Communications**

- 15.7 Before accepting an appointment, an arbitrator may only enquire as to the general nature of the dispute, the names of the parties and the expected time period required for the arbitration.
- 15.8 No arbitrator shall Communicate with any of the parties or their Counsel until after the Secretary gives notice of the formation of the Tribunal to the parties.
- 15.9 Throughout the arbitral proceedings, an arbitrator shall avoid any unilateral communications regarding the case with any party, or its representatives.

### **Fees**

- 15.10 In accepting an appointment, an arbitrator agrees to the remuneration as prescribed in the rules of SAROD-PORTS, and he shall make no unilateral arrangements with any of the Parties or their Counsel for any additional fees or expenses without the agreement of all the parties and the consent of the Secretary of SAROD-PORTS.

### **Conduct**

- 15.11 Once the arbitration proceedings commence, the arbitrator shall acquaint himself with all the facts and arguments presented and all discussions relative to the proceedings so that he may properly understand the dispute.

### **Confidentiality**

- 15.12 The arbitration proceedings shall remain confidential. An arbitrator is in a relationship of trust to the parties and should not, at any time, use confidential information acquired during the course of the proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another.
- 15.13 This Code is not intended to provide grounds for the setting aside of any award.

### **Rule 16- Challenge of Arbitrators**

- 16.1 An arbitrator may be challenged if there are circumstances that give rise to justifiable doubts as to his impartiality or independence and also if he or she has committed any misconduct
- 16.2 An arbitrator may also be challenged if he does not possess the qualifications required by the agreement of the parties,
- 16.3 A party may challenge an arbitrator appointed on its nomination or with its agreement only for reasons of which it becomes aware after the appointment has been made.

- 16.4 A party who intends to challenge an arbitrator shall file with the Secretary and serve on the other party or all other parties, whichever is applicable, a Notice of Challenge.
- 16.5 The Notice of challenge must be filed and served within 14 days from the appointment of the arbitrator or within 14 days after the circumstances mentioned in Rule 15.1 became known to that party.
- 16.6 The Notice of Challenge must state the reasons for the challenge.
- 16.7 The arbitration shall be suspended until the challenge is resolved or decided upon.
- 16.8 When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. However, it is not implied in either case that there has been an acceptance of the validity of the grounds for the challenge. In both cases, the procedure provided in Rule 11 read with Rule 13, shall be used for the appointment of a substitute arbitrator.

#### **Rule 17 - Decision on Challenge**

- 17.1 If the other party does not agree to the challenge and the arbitrator does not withdraw, the decision on the challenge will be made by the Governing Body.
- 17.2 If the Governing Body sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment of an arbitrator as provided in Rule 11 read with Rule 13. If the Governing Body dismisses the challenge, the arbitrator shall continue with the arbitration.

#### **Rule 18 - Removal of the Tribunal**

- 18.1 The Governing Body may on the application of a party remove an arbitrator:
- a. Who is physically or mentally incapable of conducting the proceedings or where there are justifiable doubts as to his ability to do so; or
  - b. Who has refused or failed to use all reasonable dispatch in conducting the arbitration or making an award.
  - c. Who has continuously absented from attending the proceedings for more than 3 sitting without prior permission of Presiding Arbitrator/Governing Body of SAROD-PORTS.
- 18.2 The arbitrator(s) concerned is entitled to appear and be heard at the hearing of the application to remove him.

- 18.3 Upon the removal of the arbitrator, a substitute arbitrator shall be appointed in accordance with Rule 11 read with Rule 13.
- 18.4 The Governing Body's decision on the application is final and is not subject to appeal or review.

#### **Rule 19 - Re-hearing in the Event of Replacement of the Tribunal**

If the sole or presiding Arbitrator is replaced, there shall be a re-hearing. If any other arbitrator is replaced, such re-hearing may take place at the discretion of the Tribunal.

#### **Rule 20 - Jurisdiction of the Tribunal**

- 20.1 The Tribunal shall have the power to rule on its own jurisdiction, including any objection with respect to the existence, termination or validity of the arbitration agreement. For that purpose, an arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration agreement.
- 20.2 The plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defense. A plea that the Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its authority.[neither case the Tribunal may nevertheless admit a late plea under this Rule if it considers the delay justified. A party is not precluded from raising such a plea by the fact that he has nominated, or participated in the appointment of an arbitrator.
- 20.3 The Tribunal must rule on an objection that it lacks jurisdiction as a preliminary question upon the objection being raised. It may rule on an objection that it exceeds the scope of its authority either as a preliminary question or in an award on the merits, as it deems just and convenient.
- 20.4 In addition to the jurisdiction to exercise the powers defined elsewhere in these Rules, the Tribunal shall have jurisdiction to determine any question of law arising in the arbitration; proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal's orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that it intends to do so; and to receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law.

## **Rule 21 - Fees of SAROD-PORTS and Arbitral Tribunal**

### **Fee Schedule**

Registration Fee (Non - Refundable): Rs.10,000/- or any amount fixed by Governing Body from time to time. The Schedule of Fees and allied expenditure shall be decided by Governing Body.

## **Rule 22- Transmission of File to the Tribunal**

- 22.1 The Secretary shall, as soon as practicable transmit to the Tribunal, a file containing the Notice of Arbitration, the Response and all case statements.
- 22.2 The Tribunal shall as soon as practicable, after consultation with the parties, issue such orders and/or directions as are necessary for the conduct of the arbitration to conclusion, including a timetable for steps to be taken in the arbitration and for the hearing of the arbitration.

## **Rule 23- Judicial Seat of Arbitration**

- 23.1 Unless otherwise agreed by the parties, the judicial seat of arbitration shall be New Delhi.
- 23.2 Notwithstanding Rule 22.1 and 22.2, the Tribunal may, unless otherwise agreed by the parties, hold hearings and meetings anywhere convenient, subject to the provisions of Rule 28.2.

## **Rule 24 - Language of Arbitration**

The language of arbitrators shall be English. In case of material existing are in any other language, other than English the same has to be translated to English language.

## **Rule 25 - Conduct of the Proceedings**

The Tribunal shall have the widest discretion allowed by the Act to ensure the just, expeditious, economical and final determination of the dispute. The proceedings shall be conducted from 10.AM to 5PM with a recess of one hour.

## **Rule 26 - Communication between Parties and the Tribunal**

- 26.1 Where the Tribunal sends any written communication to one party, it shall send a copy to the other party or parties as the case may be.
- 26.2 Where a party sends any written communication (including Statements, expert reports or evidentiary documents) to the Tribunal, the same shall be copied to the other

party or all other parties, whichever is applicable, and show to the Tribunal that the same has been so copied.

26.3 The address of the parties for the purpose of all communications during the proceedings shall be those set out in the Notice of Arbitration, or as either party may at any time notify the Tribunal and the other party or parties, whichever is applicable.

26.4 A copy of correspondence between the parties and the Tribunal shall be sent to the Secretary.

### **Rule 27 – Party Representatives**

Any party may be represented by legal practitioners or any other representatives, subject to such proof of authority as the Tribunal may require. The names and addresses of such representatives must be notified to the other party or parties. In case one party is represented by non-legal person, another party will also be represented by non-legal person so as to maintain natural justice.

### **Rule 28 - Hearings**

28.1 Unless the parties have agreed on documents-only arbitration the tribunal shall hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral submissions.

28.2 The Tribunal shall fix the date, time and place of any meetings and hearings in the arbitrations on the first hearing, and complete time table pertaining to all the activities of the Arbitration e.g. submission of statement of claim, reply, counter claim, reply therein, admission and denial of documents, visit/inspection of site if any. The tribunal shall stick to the time table with or without any deviations unless there are unavoidable circumstances warranting such deviation which will be with the prior permission of the tribunal.

28.3 Prior to the hearing, the Tribunal may provide the Parties with matters or questions to which it wishes them to give special consideration.

28.4 In the event that a party to the proceedings without sufficient cause, fails to appear at a hearing of which the notice has been given, the Tribunal may proceed with the arbitration and may make the Award after the party present has submitted evidence to prove its case.

28.5 All meetings and hearing shall be in private unless the parties agree otherwise.

### **Rule 29 - Documents Only Arbitration**

29.1 The Disputes may be decided without an oral hearing if it is so agreed by the parties.

29.2.1 Where the parties agree to dispense with oral hearing, the Tribunal must be promptly informed by either of the parties, as soon as is practicable. The Tribunal must also be promptly informed if, at a later stage, the parties or either of them intends to apply for an oral hearing.

29.2.2 Parties may seek discovery of documents if they are not satisfied with existence of documents annexed with statement of claim, reply and counter claim by giving self-contained request to the Tribunal justifying the necessity for such documents. Decision of tribunal shall be final and binding upon the parties.

### **Rule 30 - Witnesses**

30.1 The Tribunal may require each party to give notice of the names and designations of the witnesses it intends to call and reasons for legal necessity of such witness.

30.2 No party shall call any expert witness without the leave of the Tribunal.

30.3 Any witness who gives evidence may be questioned by each party or its representative subject to any rulings made by the Tribunal,

30.4 A Witness may be required by the Tribunal to testify under oath or affirmation

30.5 Subject to such order or direction which the Tribunal may make, the testimony of witness may be presented in written form, either as signed statements or by duly sworn or affirmed affidavits,

30.6 Any party may require a witness to attend an oral examination at a hearing. If the witness fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, or may exclude it altogether,

30.7 The Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence given by any witness.

### **Rule 31- Experts Appointed by the Tribunal**

31.1 Unless otherwise agreed by the parties, the Tribunal may:

- a. appoint one or more experts to report the Tribunal on specific issues;
- b. require a party to give any such expert any relevant information or to produce, or to provide access to, any relevant documents, goods or property for inspection by the expert.

31.2 Unless otherwise agreed by the parties, if a party so requests or if the Tribunal deem it fit, the expert shall, after delivery of his written or oral report, participate in an oral

hearing, at which the parties may question him and present expert witnesses in order to testify on the points at issue.

- 31.3 Rule 30.2 shall not apply to an assessor appointed by agreement of the parties, or to an expert appointed by the Tribunal to advise solely in relation to procedural matters.

**Rule 32 - Rules applicable to substance of dispute - (1) Where the place of arbitration is situated in India**

- 32.1 In an arbitration, the arbitral tribunal shall decide the dispute submitted to arbitration in accordance with the substantive law for the time being in force in India;

**Rule 33 - Closure of Hearing**

- 33.1 The Tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submission to make and, if there are none, declare the hearing closed.
- 33.2 The Tribunal may also, in view of exceptional circumstance, reopen the hearings at any time before the award is made.

**Rule 34 - Additional Powers of the Tribunal**

- 34.1 In addition to the powers conferred by the Act, the Tribunal shall also have the power to:-
- a. Allow any party, upon such terms of as to costs and otherwise) as it shall determine, to amend claims or counterclaims;
  - b. Extend or abbreviate any time limits provided by these Rules;
  - c. Conduct such enquires as may appear to the Tribunal to be necessary or expedient;
  - d. Order the parties to make any property or thing available or inspection
  - e. Order any parties to produce to the tribunal, and to other parties for inspection, and to supply copies of any documents, or classes of documents in their possession, custody, or power which the Tribunal determines to relevant.
  - f. Make orders or give directions to any party for interrogatories;



- g. Make orders or give directions to any party for an interim injunction or any other interim measure;
  - h. Make such orders or give such directions as it deems fit in so far as they are not inconsistent with the Act or any statutory re-enactment thereof or such law which is applicable or these Rules.
- 34.2 If the parties so agree, the Tribunal shall also have the power to add other parties (with their consent) to be joined in the arbitration and make a single Final Award determining all disputes between them.

### **Rule 35- Deposits to Costs and Expenses**

- 35.1 The Tribunal's fees and SAROD-PORTS administration fees shall be ascertained in accordance with the Schedule of Fees in Force at the time of commencement of the arbitration.
- 35.2 The Claimant shall deposit with the SAROD-PORTS half of the fees payable at the time of filing of the Statement of Case. The Respondent shall deposit with the SAROD-PORTS one-half of the fees payable at the time of filing the Statement of Respondent's Defence and Counterclaim (if any). The balance of fees payable shall be paid 60 days before the date of the final hearing or on such other date that the Secretary may direct.
- 35.3 Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, the Secretary will make a provisional estimate. The fees will be adjusted in the light of such information as may subsequently become available. If the arbitration is settled or disposed of without a hearing, the amount of the Tribunal's fees and SAROD-PORTS administration fees shall be finally determined by the Secretary who will have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or otherwise disposed of
- 35.4 The Secretary may from time to time direct parties to make one or more deposit(s) towards any further expenses incurred or to be incurred on behalf of or for the benefit of the parties.
- 35.5 All deposit(s) shall be made to and held by the SAROD-PORTS. Any interest which may accrue on such deposit(s) shall be retained by the SAROD-PORTS.
- 35.6 If a party fails to make the payments or deposits required or directed, the Tribunal may refuse to hear the claims or counterclaims, whichever is applicable, by the non-complying party, although it may proceed to determine claims or counterclaims by any party who has complied with orders

- 35.7 The parties shall remain jointly and severally liable to the SAROD-PORTS for payment of all such fees and expenses until they have been paid in full even if the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final Award is made.

### **Rule 36 - Decision Making by the Tribunal**

- 36.1 Where a Tribunal has been appointed, any direction, order, decision or award of the Tribunal must be made by the whole Tribunal or a majority. If an arbitrator refuses or fails to sign the Award, the signatures of the majority shall be sufficient, provided that the reason for the omitted signature is stated.
- 36.2 If there is no unanimity, the same shall be made by the majority arbitrators as well as by the dissenting arbitrator alone as if acting as a sole arbitrator.
- 36.3 However, in case of a three-member Tribunal the presiding arbitrators may after consulting the other arbitrators, make procedural rulings alone.

### **Rule 37 - The Award**

- 37.1 It will be mandatory for the parties to submit written synopsis of their arguments respectively which will form part of the arbitral proceedings.
- 37.2 The Tribunal shall assemble at the assigned place in SAROD-PORTS and shall exercise utmost secrecy and confidentiality in writing the award,
- 37.3 Unless the Secretary extends the time or the parties agree otherwise, the Tribunal shall make its Award in writing within 30 days from the date on which the hearings are closed and shall state the reasons upon which its award is based. The award shall contain the date and shall be signed by the arbitrator or arbitrators.
- 37.4 The Tribunal may make interim awards or separate awards on different issues at different times.
- 37.5 All Awards must be submitted by the Tribunal to the Secretary and they shall be issued through the Secretary.
- 37.6 The Tribunal must deliver to the Secretary number of originals of the award sufficient for the parties and for filing with the Secretary.
- 37.7 The Secretary shall release the award to the parties only upon receipt of sufficient deposits to cover the fees and expenses due to the Tribunal and to the SAROD-PORTS.
- 37.8 By agreeing to have arbitration under these Rules, the parties undertake to carry out the award without delay.

- 37.9 Stamp duty on award shall be payable by the party in whose favour the award has been pronounced.

### **Rule 38- Additional Award**

- 38.1 Within 30 days after the receipt of the award, either party, with notice to the Secretary and the other party may request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.
- 38.2 If the Tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall notify all the parties within 7 days of the receipt of the request, that it will make an additional award, and complete the additional award within 30 days after the receipt of the request.

### **Rule 39 - Correction of Awards**

- 39.1 Within 30 days of receiving an Award, unless another period of time has been agreed upon by the parties, a party may by notice to the Secretary and the other party request the Tribunal to correct in the Award, any errors in computation, any clerical or typographical errors or any errors of similar nature.
- 39.2 If the Tribunal considers the request to be justified, it shall make the corrections) within 30 days of receiving the request. Any correction shall be notified in writing to the parties and shall become part of the Award.
- 39.3 The Tribunal may correct any error of the type referred to in Rule 37.1 on its own initiative within 30 days of the date of the Award.

### **Rule 40- Settlement**

- 40.1 If, the parties arrived at amicable settlement of the dispute during the currency proceedings, the parties shall file memo of settlement before the tribunal who shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the Tribunal, record the settlement in the form of an arbitral award on agreed terms. The Tribunal is not obliged to give reasons for such an award,
- 40.2 The Parties shall:
- a. Notify the Tribunal and the Secretary immediately if the arbitration is settled or otherwise terminated
  - b. Make provision in any settlement for payment of all the costs of the arbitration and fees and expenses due to the SAROD-PORTS and the

Tribunal.

- 40.3 If the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Rule 38.1, before the award is made, the Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Tribunal shall have the power to issue such an order unless party raises justifiable grounds for objection.
- 40.4 Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the Tribunal, shall be communicated by the Tribunal to the parties through the Secretary.

#### **Rule 41- Interest**

The Tribunal may award interest on any sum awarded at such rate as applicable in fixed deposits of Sate Bank of India in respect of such periods ending not later than the date of the award as the Tribunal considers just.

#### **Rule 42- Costs**

- 42.1 The Tribunal shall specify in the final award, the costs of the arbitrations and decide which party shall bear them and in what proportion they shall be borne.
- 42.2 In this Rule, "costs of the arbitration" shall include:
- a. The fees and expenses of the Tribunal and the administration fees of the SAROD-PORTS as determined by the Secretary in accordance with the Schedule of Fees;
  - b. The costs of tribunal appointed experts or of other assistance rendered: and
  - c. All expenses which are reasonably incurred by the SAROD-PORTS in connection with the arbitration.
- 42.3 The Tribunal has power to order in its Award, that all or part of the legal or other costs (such as legal fees and expenses, costs incurred in respect of party appointed experts etc) of one party shall be paid by the other party.

#### **Rule 43 - Waiver**

A party which is aware of non-compliance with these Rules and yet proceeds with the arbitration without promptly stating its objection in writing such non-compliance shall be deemed to have waived its right to object.

#### **Rule 44 - Exclusion of Liability**

44.1 The Tribunal, the President, the SAROD-PORTS and any of its officers, employees or agents shall not be liable to any party for any act or omission in connection with any arbitration conducted under these Rules,

44.2 After the Award as been made and the possibilities of corrections and additional Awards have lapsed or been exhausted, neither the Tribunal nor the President shall be under any obligation to make any statement to any person about any matter concerning the arbitration, and no party shall seek to make any arbitrator or the President or the SAROD-PORTS and any of its officers a witness in any legal proceedings arising out of the arbitration.

#### **Rule 45- General Provisions**

45.1 In all matters not expressly provided for in these Rules, the President, the Secretary and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the just, expeditious and economical conclusion of the arbitration.

45.2 The Secretary may from time to time issue Practice Notes on the implementation of these Rules.

#### **Rule 46- Amendment to Rules**

These Rules may from time to time be amended by the Governing Body of SAROD-PORTS.

