

भारतीय गैर न्यायिक

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रुपये  
रु.10



TEN  
RUPEES  
Rs.10

Central Tool Room & Training Centre (CTTC), B-36, Chandka  
Industrial Area, B-36, Chandka Industrial Area, BHUBANESWAR-  
751024, Odisha

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31AA 693875

AND

Hi - Tech Medical College & Hospital, Health Park, Pandra,  
BHUBANESWAR- 751025, Odisha

This Agreement is made on this 25<sup>th</sup> Day of  
April

2016 between the AUTHORISED PERSON, CTTC Bhubaneswar having his office at Chandka Industrial Area, BHUBANESWAR, ORISSA, PIN-751024 (hereinafter called CTTC Bhubaneswar, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the first part.

AND

Hi - Tech Medical College & Hospital, Health Park, Pandra,  
BHUBANESWAR- 751025, Odisha, through its Medical Superintendent (hereinafter called the Empanelled Hospital) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the second part.

WHEREAS, CTTC Bhubaneswar proposes to provide medical treatment in case of Hospitalisation under CGHS rates, rules and regulations framed from time to time to its employees & their dependents during service period..

  
(Sibasis Malty)  
Managing Director  
Central Tool Room & Training Centre  
Bhubaneswar

  
Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Healthpark, Rasulgarh  
Bhubaneswar-25

*Handwritten signatures and scribbles at the top left of the document.*

*Handwritten signature and scribbles at the top right of the document.*

**RECEIVED**  
JRY  
Bhubaneswar  
05 JUL 2016  
ADDL. TREASURY OFFICER

RUPREES  
Rs. 10

**Jillip Kumar Sahoo**  
Stamp Vender  
Bhubaneswar

Central Tool Room & Training Centre (CTTC), B-36, Chandika Industrial Area, B-36, Chandika Industrial Area, BHUBANESWAR-751024, Odisha

AND

High Tech Medical College & Hospital, Health Park, Pandra, BHUBANESWAR-751025, Odisha

The agreement is made on this 22<sup>nd</sup> day of July 2016 between the AUTHORISED PERSON, CTTC Bhubaneswar having his office at Chandika Industrial Area, BHUBANESWAR, ORISSA, PIN-751024 (hereinafter called CTTC Bhubaneswar, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the first part

AND

High Tech Medical College & Hospital, Health Park, Pandra, BHUBANESWAR-751025, Odisha, through its Medical Superintendent (hereinafter called the Empanelled Hospital) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the second part.

WHEREAS, CTTC Bhubaneswar proposes to provide medical treatment in cases of hospitalization under CGHS rates, rules and regulations framed from time to time to its employees & their dependents during service period.

*Signature*  
Chief Operating Officer  
High Tech Medical College & Hospital  
Bhubaneswar-751025

*Signature*  
Managing Director  
Central Tool Room & Training Centre  
Bhubaneswar




AND WHEREAS, **Hi-Tech Medical College & Hospital, Health Park, Pandra, BHUBANESWAR- 751025, Odisha** having been empanelled under CGHS, Bhubaneswar by the Ministry of Health & Family Welfare, Government of India to give the **Indoor treatment only in case of Hospitalisation by both Specialist and Super-Specialist doctors and also emergency service which include diagnostic tests** to the employees & dependent family members of CTTC, Bhubaneswar during the service period as per the prevailing/existing CGHS rates, rules & regulations.

**NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. The Empanelled hospital will provide all the facilities as per the package rates agreed to for various procedures, investigations, etc. on the CGHS, Bhubaneswar rates and terms and conditions to the CTTC, Bhubaneswar employees, their dependent family members.
2. The Empanelled Hospital will provide all the hospitalized treatment services to the employees and dependents on reimbursement basis only at the existing CGHS rates, rules and regulations.
3. The Empanelled hospital will provide treatment only when it is referred by the **Managing Director of CTTC, Bhubaneswar**. However in case of emergencies, the hospital will provide the treatment to the patient subject to production of referral letter from the above competent authority within 48 hours.
4. In case of In-Patient treatment, drugs are allowed from the beginning till the discharge of the patient.
5. The empanelled hospital shall provide the accommodation i.e. General Ward, non A.C. cabin ( semi private), AC Cabin ( private) as per CGHS guide lines as follows:-
  - (i) If the patient avails the package rate, accommodation as per the pay scale shall not be provided.
  - (ii) Under the package rate, the Hospital will provide only General Bed.
  - (iii) If the patient wish to avail the accommodation as per the pay scale, then the package rate will not be valid.
  - (iv) The patient will have to pay the differential amount of the hospital rate and the package rate.
6. In emergencies, the hospital shall provide ambulance service to the patients and the same will be charged in the final bill as per CGHS rates.

  
**(Sibasis Maity)**  
Managing Director  
Central Tool Room & Training Centre  
Bhubaneswar

  
Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Healthpark, Rasulgarh  
Bhubaneswar-25

7. The Empanelled Hospital may submit the tentative estimation of the cost of treatment to the employee in the prescribed format for receiving the advance from CTTC, Bhubaneswar for treatment.

8. A copy of discharge slip incorporating brief history of the case, diagnosis, details of treatment given, reports of investigation and identification stickers of implants, treatment given and advised, shall be handed over to the concerned employee after obtaining the full and final payments. All the documents including Cash Memos should bear the signature of the treating Physician / the Hospital authority.

9. The Empanelled Hospital agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the empanelled hospital that shall alone be responsible for the effect and / or deficiencies in rendering such services.

10. The Empanelled Hospital agrees that during the treatment of the CTTC, Bhubaneswar employees & their dependents, the empanelled hospital will not ask the beneficiary or his attendant to purchase separately the medicines / consumables / equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by CTTC, Bhubaneswar as per CGHS rates, rules and regulations which includes the cost of all the items. Appropriate action, including removing from CTTC, Bhubaneswar empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspection carried out by CTTC, Bhubaneswar team.

11. The empanelled hospital shall not refer the patient to other super speciality hospital, if they do not have such facility and instead the empanelled hospital is advised to refer the patient back to CTTC, Bhubaneswar.

12. The Empanelled Hospital will honor permission issued by the Referring Authority i.e. **Managing Director, CTTC, Bhubaneswar** only. Treatment will be provided as per applicable package rates as enlisted at the Ministry of HEALTH AND FAMILYWELFARE WEBSITE <http://www.mohfw.nic.in/cghs.htm> and the rates which are not available on their approved list the hospital will follow their own rate.

13. The Investigations and the procedures which are not available at the hospital but during hospitalization is required will be done at outside and the charge will be claim as per the money receipt.

14. The scope of PACKAGE IS AS FOLLOWS:-

Package rate is defined as lump sum cost of inpatient treatment/day care for which a patient has been referred by competent authority to empanelled Hospital. This includes all charges pertaining to a particular treatment/procedure including:

  
(Sibasis Maity)  
Managing Director  
Central Tool Room & Training Centre  
Bhubaneswar

  
Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Healthpark, Rasulgarih  
Bhubaneswar-25



- i. Registration charges.
- ii. Admission charges
- iii. Accommodation charges including patient's diet
- iv. Operation charges
- v. Injection charges
- vi. Dressing charges
- vii. Doctor/ consultation visit charges
- viii. ICU/ICCU charges
- ix. Monitoring charges
- x. Transfusion charges
- xi. Anesthesia charges
- xii. Operation theatre charges
- xiii. Procedural charges/ Surgeon's fee.
- xiv. Cost of surgical disposables and all sundries used during hospitalization
- xv. Cost of medicines.
- xvi. Related routine and essential investigations.
- xvii. Physiotherapy charges etc.
- xviii. Nursing care and charges for its services

from the time of admission to time of discharge(If Package Deal). The above list is not exhaustive but an illustrative one only.

The package rate, however, does not include expenses on :

- i. Toiletries,
- ii. Telephone bills.
- iii. Cosmetics,
- iv. Food & Beverages etc.

These are not part of the treatment regime. Cost of these additional items, if provided with the prior consent of the patient, has to be settled with the patient, for which no reimbursement will be admissible.

15. The procedure for submission / payment of bills will be as under:-

The bills (as per the check list provided by the office of Register) shall be sent directly to:-

- i. The employee concerned who will verify the credentials of his patient and

  
**(Sibasis Maity)**  
Managing Director  
Central Tool Room & Training Centre  
Bhubaneswar

  
Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Healthpark, Rasulgarh  
Bhubaneswar-25

hospital treatment papers, bills of the same as per CGHS rates, rules & regulations and settle the full and final payment before discharge of the patient.

ii. The Empanelled hospital will investigate/treat the CTTC, Bhubaneswar beneficiary patient only for the condition for which they are referred with permission and for the Super-Speciality and/ or purpose for which they are approved by CTTC, Bhubaneswar. In case of unforeseen emergencies of these patients, necessary life saving measures be taken and concerned authorities may be informed accordingly later with justification.

16. (i) In case the patient is referred for any medical management and after observation required any procedure/surgery is to be required then the package period will start one day before to the surgery.

(ii) There is ceiling rates for the life saving implants as in the CGHS circular and the suppliers are not willing to supply on that rates, In such cases the Hospital will charge as per the MRP and the difference amount will be collect from the Patient.

#### 17. DUTIES AND RESPONSIBILITIES OF EMPANELLED HOSPITALS / DIAGNOSTIC CENTRES

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

#### 18. HOSPITAL'S / DIAGNOSTIC CENTRE'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD.

The Empanelled hospital is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The Hospital is obliged to act within its own authority and abide by the directives issued by the CTTC, Bhubaneswar. The Hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

#### 19. TERMINATION FOR DEFAULT

  
(Sibasis Maity)  
Managing Director  
Central Tool Room & Training Centre  
Bhubaneswar

  
Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Healthpark, Rasuigarh  
Bhubaneswar-25



19.1 This empanelment is initially done for a period of **1 year** from the date of signing of this Agreement. It can be extended later on, with mutual consent only.

19.2 The CTTC Bhubaneswar may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital terminate the Agreement in whole or part.

a. If the Empanelled Hospital fails to perform any obligation (s) under the Agreement.

b. If the Empanelled Hospital, in the judgment of the CTTC, Bhubaneswar has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

19.3. If the Empanelled Hospital is found to be involved in or associated with any unethical, illegal or unlawful activities, the Agreement will be summarily suspended by CTTC, Bhubaneswar without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply, if any, received within 10 days of the receipt of show cause notice.


19.4 No additional charge on account of extended period of stay should be allowed, if that extension is due to infection or the consequence of surgical procedure or due to any improper procedure and is not justified.

## 20. INDEMNITY

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

The Empanelled Hospital will pay all indemnities arising from such incidents without any extra cost to CTTC, Bhubaneswar and will not hold the CTTC, Bhubaneswar responsible or obligated. CTTC Bhubaneswar may at its discretion and shall always be at the cost of the Empanelled Hospital defend such suit.

  
(Sibasis Maity)  
Managing Director  
Central Tool Room & Training Centre  
Bhubaneswar

  
Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Healthpark, Rasulgarh  
Bhubaneswar-25

either jointly with the Hospital or singly in case the later chooses not to defend the case.

## 21. **ARBITRATION.**

If any dispute or difference of any kind whatsoever (the issue whereof is not herein otherwise provided for) shall arise between the CTTC Bhubaneswar and the Hospital upon of in relation to or in connection with or arising out of the Agreement, shall be referred to and for arbitration by the Managing Director, CTTC, Bhubaneswar, who will give written award of his decision to the parties. The decision of the Arbitrator will be final and binding. The provision of the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings. The venue of the arbitration proceedings shall be at Bhubaneswar.

## 22. **MISCELLANEOUS**

22.1 Nothing under this Agreement shall be construed as establishing or creating between the parties any relationship of Master and Servant or of Principal and Agent between the CTTC, Bhubaneswar and the Empanelled Hospital.

22.2 The Empanelled Hospital shall not represent or hold itself out as agent of the CTTC, Bhubaneswar.

22.3 The CTTC, Bhubaneswar will not be responsible in any way for any negligence or misconduct of the Empanelled Hospital and its employees for any accident, injury or damage sustained or suffered by any CTTC, Bhubaneswar beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement or otherwise.

22.4 Their status and their shareholdings or that of any Guarantor of the Hospital in particular where such change would have an impact on the performance of obligation under this Agreement.

22.5 This Agreement can be modified or altered only on mutual written agreement signed by both the parties.

22.6 Should the hospital get wound up or partnership is dissolved, the CTTC, Bhubaneswar shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the hospital or their legal representatives or successors- in-interest from the liability in respect of the services provided by the Hospital during the period when the Agreement was in force.

22.7 The Empanelled hospital shall bear all expenses incidental to the preparation and stamping of this agreement.

  
(Sibasis Maity)  
Managing Director  
Central Tool Room & Training Centre  
Bhubaneswar

  
Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Healthpark, Rasulgarh  
Bhubaneswar-25



22.8 A recognized Empanelled Hospital whose rates for a procedure/test/facility are lower than the approved package rates shall charge the CTTC, Bhubaneswar beneficiaries as per actual.

23. **NOTICES**

23.1. Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other party's address as below.

**CTTC, BHUBANESWAR:**

*h*  
*25/July*  
Central Tool Room & Training Centre  
Bhubaneswar

*[Signature]*  
(SIBASIS MAITY)  
MANAGING DIRECTOR,  
CENTRAL TOOL ROOM & TRG. CENTRE,  
B-36, C.I. AREA, BHUBANESWAR-24

(Seal)

(Sibasis Maity)  
Managing Director  
Central Tool Room & Training Centre  
Bhubaneswar

**High Tech Hospital:**

*[Signature]*  
(Dr.....) **Mr. JYOTIRMAYA PANDA**  
Hospital Administrator, *Chief Operating officer*  
Hi-Tech Medical College &  
Hospital, Health Park, Pandra,  
BHUBANESWAR- 751025, Odisha

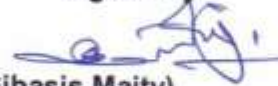
(Seal)

Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Healthpark, Rasulgarh  
Bhubaneswar-25

23.2 A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even if it returned with remark like refused, left, premises locked, etc.

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

Signed by



(Sibasis Maity)  
MANAGING DIRECTOR  
CTTC BHUBANESWAR,  
ODISHA


(Sibasis Maity)  
Managing Director  
Central Tool Room & Training Centre  
Bhubaneswar

In the Presence of  
(Witnesses)

1.

(Full signature with address )

(DR. ....)



HOSPITAL ADMINISTRATOR  
Hi-Tech Medical College  
& Hospital, Health Park,  
Pandra, BHUBANESWAR-  
751025, Odisha

Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Healthpark, Rasulgarh  
Bhubaneswar-25

2. S. Rajeswari  
Administrator  
(Full signature with address )

Dr. No-7, Block III  
Hi-Tech MCH Campus,  
Bhubaneswar