

उत्तर प्रदेश UTTAR PRADESH

GE 946710

AGREEMENT

This agreement is made at Varanasi on the 1-4-2024 day of Two thousand twenty four between **Vasant Kanya Mahavidyalaya Kamachha Varanasi 221010** acting through **The Principal, Vasant Kanya Mahavidyalaya Kamachha Varanasi** (hereinafter called 'FIRST PARTY' which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **FIRST PARTY**.

and

M/S Heritage Institute of Medical Sciences & Hospital having its registered office at **NH 2 (GT Road Bypass, Varanasi – 221311** (herein after called the '**SECOND PARTY**).

The **FIRST PARTY**, desire to provide medical facilities to its employee and their dependents on cashless basis and the **SECOND PARTY** agrees to provide such facilities.

Now this Agreement witnesses as under:-

1. That the **SECOND PARTY** shall accept the cases of employees and their dependents of the **FIRST PARTY** on priority basis for providing OPD / Indoor treatment facility on cashless basis including pathological, other investigation facility.
2. For providing OPD / Indoor treatment, a patient is to be entertained only if he / she produces a copy of the cover page of the Health Diary / Card of the beneficiary, issued by the **FIRST PARTY**. The Health Diary number shall be mentioned in the OPD / IPD registration form of the **SECOND PARTY**.

3. The **SECOND PARTY** shall obtain prior approval through email from the **FIRST PARTY** for Indoor Cases as regards to their ward entitlement.

4. The **SECOND PARTY** shall appoint a dedicated contact person, who shall look after the cases for ensuring smooth services to the beneficiaries of the **FIRST PARTY**. Name and contact details of the contact person need to be provided to the **FIRST PARTY**.

5. The **SECOND PARTY** shall provide medical treatment facilities at charges as per Central Government Health Scheme (CGHS Allahabad rates applicable for Allahabad Circle). However if the rate of CGHS is revised, it will automatically be applicable. The patient will be required to pay for items which are non-reimbursable under CGHS rules, directly to the **SECOND PARTY**. The **FIRST PARTY** shall not be liable to pay the amount incurred on such items which are non-reimbursable as per CGHS norms, either to the **SECOND PARTY** or to the employee.

6. Bed charge / Room Rent / Operation Theatre Charges etc shall be charged by the hospital as per existing CGHS rates.

7. For providing cashless treatment, the bills raised by the **SECOND PARTY** will be paid within 90 days.

8. The bill submitted by the **SECOND PARTY** shall be duly signed by its employees and the pensioners concerned of the **FIRST PARTY**.

9. The agreement shall be initially for a period of One year, which may be extended further on mutually agreed terms for a further period.

10. The **FIRST PARTY** may authorize an official to visit the premises of the **SECOND PARTY** for verification of patient details and the **SECOND PARTY** shall facilitate in the verification.

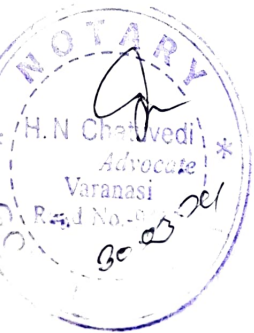
11. The **SECOND PARTY** shall be solely liable for any of claims from the employees of the **FIRST PARTY** against negligence or deficiency in service provided by the **SECOND PARTY**.

12. Termination of Agreement

(a) In the event of the **SECOND PARTY** failing to fulfill or committing any breach of any of the terms and conditions of this Agreement or indulge in omission or commission, then without prejudice to the **FIRST PARTY** rights and remedies to which otherwise, the **FIRST PARTY** shall be entitled the Agreement shall be terminated without notice. The omission or commission may include inter alia the following:-

- (i) If the **SECOND PARTY** or its employees are found guilty of fraud and / or misrepresentation in respect of the Agreement.
- (ii) In case, any documents / declaration furnished by the **SECOND PARTY** is found to be false / forged at any stage. It would deemed to be a breach of terms of Agreement, thereby leading legal action, besides termination of Agreement.

(b) If the services of **SECOND PARTY** are not found satisfactory, the Institute shall have the power to terminate the Agreement without notice.



(c) In case of termination of the Agreement not related to (a) act or omission of the **SECOND PARTY** (b) related to service of the **SECOND PARTY**, the **FIRST PARTY** will give a notice of termination of the Agreement at least 30 days before the intended date of termination of the Agreement.

(d) The **SECOND PARTY** may discontinue the Agreement at any point of time, by giving a notice at least 30 days before the intended date for discontinuation.

13. The **FIRST PARTY** may terminate the Agreement without notice when it is brought to the notice that the service of the **SECOND PARTY** is not satisfactory.

14. Any disputes of whatsoever nature between the parties arising during the terms of agreement thereafter shall be referred to the sole arbitrator appointed by the **The Principal, Vasant Kanya Mahavidyalaya Kamachha Varanasi** in terms of Arbitration and Conciliation Act – 1996. The award of the arbitrator shall be final, conclusive and binding on both the Parties.

15. In case of any dispute, the Civil Court, Varanasi shall have the jurisdiction to dispose off the case.

THIS AGREEMENT will take effect from 1-4-2024 day of April Two thousand twenty four and shall be valid for one year. **IN WITNESS WHEREOF** both the parties have put their respective hands and seals on the day and year mentioned above in Varanasi.

For and on behalf of the **Second Party**

For and on behalf of the **First party**

Signature of the authorized Official
Name of the Official

Stamp / Seal of the **'Second Party'**
Signed, Sealed and Delivered

By the said Medical Superintendent
Heritage Institute of Medical Sciences
NH-2, By Pass, Varanasi (U.P.)

On behalf of the **'Second Party'** in
presence of

Witness- _____

Name B.S. Choubey

Address Corporate manager

HIMS, Varanasi

Signature of the authorized Official
Name of the Official

Stamp / Seal of the **'First Party'**
Signed, Sealed and Delivered

By the said Principal (Name)
Vasant Kanya Mahavidyalaya
Kamachha, Varanasi

On behalf of the **'First Party'** in presence of

Witness _____

Name _____

Address _____



BEFORE ME SWORN & VERIFIED

H. N. Chaturvedi
NOTARY, GOVT. OF INDIA
VARANASI U.P.

30-03-2024



HERITAGE INSTITUTE OF MEDICAL SCIENCES HOSPITAL
NH2 G.T. Road Bypass, Varanasi – 221011 (U.P.)
Tele. - 0542 7111071, +91 7408602222

251/01/Corp

29 March 2024

The Principal,
Vasant Kanya Mahavidyalaya
Kamachha Varanasi -221010

Dear Sir,

- 1, Reference telephonic conversation between you and Corporate Manager of this hospital.
2. Agreement on non-judicial stamp paper of Rs 100/- duly signed and Notarized is forwarded herewith for your necessary action.

Yours Sincerely

Birg (Dr) Avtar Narayan
Medical Superintendent
HIMS, Varanasi

Enclosures - As above

Copy to

Honorable VC - For your kind information