

अष्टमिबङ्ग पश्चिम बंगाल WEST BENGAL

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SERVICE AGREEMENT

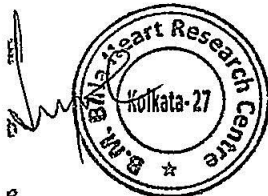
This Service Agreement (Agreement) is made at Kolkata on 19th day of February, 2025

BY AND BETWEEN

National Institute of Technology, Agartala, a technology-oriented institute of higher education established by India's Ministry of Human Resource Development Government of India, located at NIT Agartala, Barjala, Jirania, Agartala, Tripura 799046, duly represented by the Registrar, herein after called "NITA" (which term or expression shall unless excluded by or repugnant to the context or meaning thereof shall be deemed to mean and include its successors, heirs, executors, representatives and permitted assigns) of the ONE PART

AND

The Calcutta Medical Research Institute, a Public Charitable Trust, having its office at 7/2, Diamond Harbour Road, Kolkata – 700027 for its hospital unit, B.M Birla Heart Research Centre situated at 1/1 National Library Avenue Kolkata-700027, represented by its Authorized Signatory, Mr. Supratik De Sarkar, Unit Head of B.M. Birla Heart Research Centre, hereinafter referred to as the "Hospital" or "BMB" (which term or expressions shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include its authorised representative, successors and assigns) of the OTHER PART



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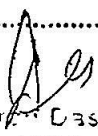
Sl. No. 11054 Date

Sold to.....

of.....

Rupees.. 1000/-

B M Birla Heart Research Centre
1/1, National Library Avenue, Kolkata-700 027


Samir Das
General Manager
Anand Bhawan Library
South 24 Pgs., Kolkata

WHEREAS

A. NITA wishes to provide medical benefits to its regular, contractual and retired employees (including their dependent family members,) hereinafter referred to as "beneficiaries" at CGHS agreed rates.

B. The Calcutta Medical Research Institute is a public charitable trust that owns, runs, operates and controls its three hospitals/ units as mentioned herein below:

- (1) The Calcutta Medical Research Institute, situated at 7/2 Diamond Harbour Road, Kolkata-700027
- (2) B.M. Birla Heart Research Centre situated at 1/1 National Library Avenue Kolkata- 700027
- (3) Rukmani Birla Hospital, situated at Gopalpura Bypass Road, Near Triveni Flyover, Jaipur-302018

The present Agreement is being executed for its hospital unit B.M. Birla Heart Research Centre (hereinafter referred to as "Hospital"), a pioneer in the field of medical care and is a super-specialty cardiac care hospital.

C. NITA is desirous to provide medical benefits to the beneficiaries of NITA (also referred to as patients).

D. The Hospital has agreed by this Agreement to provide medical facilities to the beneficiaries of NITA.

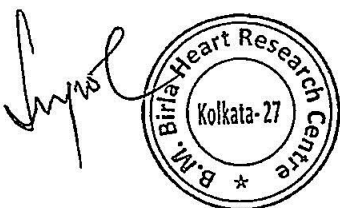
NITA and the Hospital shall be individually referred to as the "Party" and collectively referred to as "Parties".

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE OF SERVICE

a. The beneficiaries of NITA will be admitted at the Hospital on the basis of an Authorization Letter issued by NITA in each case. However, in case of emergency, the beneficiary patient may take treatment directly at the Hospital on the basis of the Medical Card/ Identity Card issued by NITA or Pension Book, PPO, where the name of NIT Agartala is mentioned along with an intimation to the office of NITA for issuance of the required Authorization letter. Authorization Letter shall bear the required details such as name of the patient, description of the proposed treatment, entitlement as per designation and approximate duration of stay etc., which shall be subsequently certified by Medical Superintendent of the Hospital, before same is forwarded to NITA.

b. The Hospital will not supply any inadmissible items such as toiletries, sanitary, cosmetics etc. to the patient or their attendants. The hospital shall supply food only to the patient which are covered under hospitalization.



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c. At the time of discharge of the patients, the Hospital will get the bill signed by the patient or the attendant of the patient for submission to NITA for payment.

d. The Hospital will provide medicines to the patient from the in-house pharmacy and the bill for same shall be included in the hospitalization bill. In case there is a situation that the Hospital is not able to arrange a particular medicine, which the patient was required to buy directly, then the Hospital should issue a certificate to that effect.

e. The hospital will charge NIT Agartala beneficiaries or his/her dependent family members for OPD, day care and IPD patients within the ceiling limits as described and contained in the prevalent **CGHS Kolkata rates, 2024** and subsequent changes in that rate thereafter. If rate for any item of investigation or procedure is not included in the CGHS rate chart then bills for such would be raised as per hospital rates with discount @ 10%.

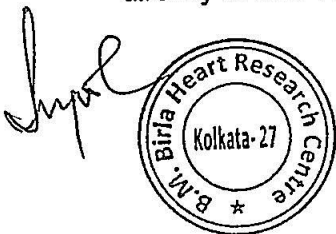
f. All **IPD and package treatment for regular employees and their dependent family members** of NITA will be **cashless** but **OPD treatment will be on payment basis**. In case of **contractual employees (excluding family members)** all kind of treatments will be **on payment basis**. For both kind of employees billing will be generated as per the CGHS rate. Further for all retired employees of NITA, all IPD & OPD treatments shall be on payment of cash basis on CGHS Kolkata rate 2024.

g. The treatment to be provided by the Hospital shall be as per the terms of the Authorization Letter, which has been issued for the treatment of specific ailment, as intimated by the patient at the time of seeking the Authorization Letter. If there are any additional complications/developments with respect to the condition of the patient, the concerned officials of the Medical Administration Division of NITA are to be intimated immediately for necessary action. However, it is clarified that any non-medical items including but not limited to the following items shall not be admissible for reimbursement.

- 1) Telephone charges
- 2) TV charges
- 3) Cost of cosmetics
- 4) Toiletries
- 5) Talcum powder; and
- 6) Mouth fresheners
- 7) Any other non-medical items

h. The Hospital shall provide to NITA a list of the names, designation, telephone numbers and email id of officials in charge of the Admission/PR and Accounts Sections. In this regard the Hospital may also nominate a person(s) who would liaise with NITA on matters requiring clarifications.

i. The bills for the inpatient treatment provided by the Hospital are to be submitted directly to NITA immediately after the discharge of patient.



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j. NITA will make payment of all treatment/investigation/procedure bills within 30 days after receiving the original bills / invoices from the Hospital without any deduction and/or abatement.

2. TERM

This Agreement shall be deemed to have to come in to effect on February 19, 2025 ("Effective Date") and shall unless otherwise agreed in writing between the parties, remain in full force and effect for a period of 03 years i.e till February 18, 2028. Upon expiration by efflux of time, this Agreement may be renewed for a further term by mutual consent of both the parties.

3. TERMINATION

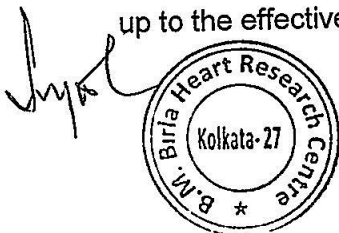
- (i) Notwithstanding anything contained herein, either of the parties may terminate the Agreement with immediate effect if the other party commits default in discharge of its obligations and such default is not remedied within 15 days of notice to rectify the same.
- (ii) Either of the parties may at any time terminate this Agreement by giving 30 days' notice in writing to other party with or without assigning any cause.
- (iii) Termination shall not relieve the parties from their obligations incurred prior to the effective date of termination of the Agreement. Any outstanding amount remaining unpaid to the Hospital till the effective date of termination of the Agreement, shall be cleared by NITA within 30 days from the receipt of the final invoice as mentioned below.

4. EFFECTS OF TERMINATION

i. Upon expiration or termination of this Agreement for any reason, all rights, obligations of the Parties hereunder shall cease, except and subject as provided below.

ii. Parties shall be relieved and discharged from all liabilities, obligations or claims under this Agreement, except for such rights, liabilities and obligations of the Parties which have accrued under this Agreement prior to the termination/expiry or which survive the termination/expiry (including on -going treatment of any Patient at the Hospital).

iii. The Hospital shall, within 10 (ten) days from the date of the termination or expiry of this Agreement, prepare the final invoice on account of the services provided to NITA up to the effective date of termination.



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5. CONFIDENTIALITY

Both the Parties agree that any confidential information received by them during the tenure of this Agreement shall be treated by either party in full confidence and will not be revealed to any other person(s), or third party, in any event whatsoever. It is further made clear that confidential information shall mean and include the terms and conditions of this Agreement and other documents & data received and/ or generated in relation thereto and/ or in relation to this Agreement, all information, particulars of the works, business policies or practices, customers, potential customers or suppliers of information, organisational secrets, technology, technical or commercial information, whether oral, written, visual, tangible, intangible, whether in electronic or printed form or otherwise, made available to either party or obtained directly or indirectly or that which is generated, supplied, accessed or otherwise received by the parties under this Agreement. Any breach of this clause shall survive termination of this Agreement.

6. DATA PROTECTION

Notwithstanding anything contained in this Agreement, or any other incidental document, the parties agree that any personal data obtained or made available under this Agreement shall not be used, processed or distributed, marketed, sold, sub-let, assigned, sub contracted or otherwise to any third party by either party. Any data or information obtained by either party under the Agreement can be used only to the limited and restricted purpose and for duration of this Agreement only. Both the parties shall implement suitable and adequate technological and organizational measures i.e. necessary to protect the personal data. Both the parties undertake not to hold or retain any data or information obtained under this Agreement beyond term in its custody and shall immediately delete such data or information unless it is required as mandatory under law for longer retention period. Both the parties shall abide by and /or comply with the applicable laws in force from time to time.

7. INDEMNITY

Both the parties shall at all times, indemnify and keep indemnified each other against all actions, suits, claims and demands in execution of or in connection with the services under this Agreement.

In no event shall a Party, its employees, directors and agents be liable for any indirect or consequential damages, of whatsoever nature towards the other Party that may arise in connection with this Agreement.

8. ANTI BRIBERY

Both the parties agree to comply with all applicable anti-bribery and anti-corruption laws which prohibit their officials, representatives, agents or any other person associated with or acting on behalf of such Party from giving, offering, promising to offer, receiving/ accepting or acting in any other manner so as to induce a payment,



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gift, hospitality or anything else of value (either directly or indirectly) whether from within the country or from abroad to government officials, public servants, regulatory bodies, judicial authorities, persons in positions of authority, elected or contesting electoral candidates, political parties or office bearers thereof or any other third party or person in order to obtain an improper commercial/ business advantage of any kind. Each Party also agrees not to give, offer, pay, promise or authorize to give or pay, directly, indirectly or through any other Person, of anything of value to anybody for the purpose of inducing or rewarding any favourable action or influencing or decision in favour of such Party.

9. GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION

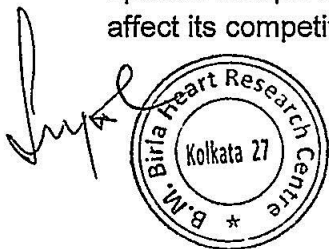
Any dispute or difference shall be governed by the Laws of India. In the event of any dispute or differences arising between the Parties hereto relating to the interpretation, construction, fulfilment or otherwise of the terms and conditions under this Agreement, such dispute or difference shall be settled amicably between the Parties, failing which, the same shall be settled by the process of Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and subsequent amendments thereof by a Sole Arbitrator to be appointed mutually by the parties. The award by the sole arbitrator, rendered in writing, shall be final and binding on both the Parties. The venue of such arbitration proceedings shall be at Kolkata, West Bengal, India. The Arbitration proceedings shall be conducted in English language. The fee and other expenses of the arbitrator shall be borne by both the parties equally or as awarded by the Arbitrator.

Any matter that may rise from the Agreement shall be dealt exclusively within the jurisdiction of competent courts at Kolkata.

10. ANTI -COMPETITIVE

The parties herein agree to comply with all provisions of The Competition Act, 2002 along with all applicable antitrust and/or competition laws and regulations. The parties shall not enter into any terms or conditions that causes or is likely to cause an appreciable adverse effect on competition within India. This includes, but is not limited to, conditions that directly or indirectly determine purchase or sale prices, limit or control production, supply, markets, technical development, investment, or provision of services, or share the market or source of production or provision of services by way of allocation of geographical area, type of goods or services, or number of customers.

Further, neither party shall abuse its dominant position in the market. This includes, but is not limited to, imposing unfair or discriminatory conditions or prices, limiting or restricting the production of goods or provision of services, or denying market access in any manner. In this regard, "dominant position" means a position of strength, enjoyed by an enterprise, in the relevant market, in India, which enables it to-- (i) operate independently of competitive forces prevailing in the relevant market; or (ii) affect its competitors or consumers or the relevant market in its favour.



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Any breach of this clause shall be deemed a material breach of this agreement, entitling the non-breaching party to terminate the agreement and seek appropriate legal remedies.

11. MISCELLANEOUS

a. Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the NITA and the Hospital.

b. This Agreement can be modified/amended only on subsequent written agreement signed by both the parties.

c. All notices or other communications under or in connection with the Agreement shall be given in writing and sent as per the address specified by the Parties hereinabove. Any such notice or other communication shall be deemed to be effective immediately if given via email, physically, or on delivery thereof to the address of the recipient, or if given by reputed courier or registered post, 5 (five) days after posting of the same.

d. Neither Party shall be liable for delay in performing obligations or for failure to perform obligations here under if the delay or failure resulted from circumstances beyond its reasonable control. Such circumstances shall include but shall not be limited to Acts of God or Government, fire, explosion, flood, tsunami, earthquake, accident, civil commotion, strike, terrorist activity etc. ("Force Majeure"), provided that such Party shall have used all reasonable endeavors in the circumstances to avoid or minimize the effects of any such delay or failure and to perform such obligations notwithstanding the events which have occurred. The obligation of the party whose performance is affected by such events or causes shall remain suspended during the period of those events or causes. However, if such events or causes continue for a period of more than thirty (30) days, the other party (the party other than the one whose performance is subject to such events or causes) may terminate the Agreement whose performance has been affected by such events or causes by giving a notice to that effect

e. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement or portion thereof, to be unenforceable then that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties and the remainder of this Agreement shall continue in full force and effect.

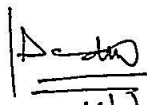
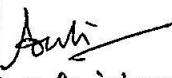



f. This document along with the Annexure constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations both written and oral, between the Parties with respect to the subject matter hereof.



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- g. Clauses 3, 4, 5, 6, 7, and 8 shall survive the termination or expiry of this Agreement.
- h. This Agreement shall be executed in counterparts, all of which shall constitute one Agreement between the Parties and each of which shall be considered as original.
- i. The Headings used under this Agreement for a group of terms and conditions are meant to serve only as a convenience and as a reference. The Headings are not to be considered for the interpretation of terms or conditions in the Agreement.

IN WITNESS WHEREOF the parties hereto set and subscribe their respective hands and seals on the day, month and year first above written.

<p>SIGNED, SEALED AND DELIVERED BY</p> <p>Registrar</p> <p> 19/3/20 Registrar NIT, Agartala</p> <p>For and on behalf of National Institute of Technology, Agartala.</p> <p>In the presence of</p> <p> Dr. Anirban Datta Dept. of MHSS</p>	<p>SIGNED, SEALED AND DELIVERED BY</p> <p>Mr. Supratik De Sarkar, Unit Head</p> <p></p> <p>For and behalf of The Calcutta Medical Research Institute for its unit B M Birla Heart Research Centre</p> <p></p> <p>In the presence of</p> <p></p>
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