

**AGREEMENT
BETWEEN
INDIA GOVERNMENT MINT, ALIPORE, KOLKATA 700053, (W.B.)
(A Unit under Security Printing & Minting Corporation of India Ltd.)
AND**

KOTHARI MEDICAL CENTER
8/3, Alipore Road ,
Kolkata-700027.(West Bengal)
Website Address: www.kotharimedical.com

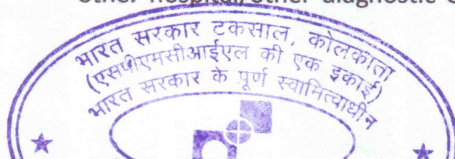
This Agreement is made on 12/9/11 between the **General Manager, India Govt. Mint, Kolkata.**

India Government Mint, Alipore, KOLKATA proposes to provide treatment facilities and diagnostic facilities to the Beneficiaries in the Hospital.

Kothari Medical Center, Alipore, KOLKATA give consent for the treatment of IGM KOLKATA employees at CGHS KOLKATA Rates (upto date) for inpatient/Indoor/OPD Doctor's Consultancy and Diagnostic procedures, as per the entitlement of Mint Employees.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:

1. "Empanelment" shall mean the hospital/ diagnostic Center authorized by the IGM KOLKATA for treatment/ diagnostic purposes for a particular period.
2. **DURATION**
The Agreement shall remain in force for a period of five years or till it is modified or revoked, whichever is earlier. The Agreement may be extended for subsequent periods as required by IGM KOLKATA, subject to fulfilment of all the terms and conditions of this Agreement and with mutual consent.
3. **SERVICES FOR PROCESSING BILLS / CLAIMS**
In case of package rates for a particular disease, IGM KOLKATA will release 90 % amount of the estimated cost as per the CGHS, Kolkata rates to the hospital. In case of non-package rate of a particular disease, only maximum upto Rs 10,000/- as advance will be released by IGM KOLKATA to the hospital. The employee shall settle all hospital bills before the final discharge of the patient. The balance of advance payment, if any, which remains with the Hospital shall be refunded by the Hospital in the form of cheque addressed to General Manager, India Govt. Mint, Kolkata.
4. **GENERAL CONDITIONS**
 - a) Under this Agreement, the treatment shall be offered only to the employees of IGM KOLKATA and their dependants on specific requests from IGM dispensaries holding valid photo identity card issued by IGM KOLKATA and referral letter from I G Mint Doctors.
 - b) Kothari Medical Center, KOLKATA will not refer the patient to other specialists/ other hospital/other diagnostic Centres without prior permission of IGM KOLKATA



medical authorities. Prior intimation shall be given to IGM KOLKATA whenever patient needs further referral intervention in any other hospitals.

5. **DUTIES AND RESPONSIBILITIES OF HOSPITAL**

- a) It shall be the duty and responsibility of the Hospital/ Diagnostic Center, 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/ mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws, as are applicable to a "recognized hospital" under the CGHS rules / Norms.
- b) The hospital will arrange workshop quarterly one for officers and other for workers on health awareness programmes at IGM KOLKATA premises.

Emergency:-

In case of Emergency or accident, the hospital may admit the patient but it will be the responsibility of the Hospital to intimate the Medical Officer, dispensary I.G. Mint Alipore, Kolkata-53, within 24 hours of admission. Medical Officer, I.G. Mint Alipore, Kolkata-53, will have the authority to see the patient bed Head Ticket & other details and consult with the treating doctor for further treatment. Such emergency has to be established by the employees by documents/ situation at the earliest.

6. **NON ASSIGNMENT**

The Hospital shall not assign, in whole or in part, its obligations to perform under the agreement, except with the IGM KOLKATA's prior written consent at its sole discretions and on such terms and conditions as deemed fit by IGM KOLKATA. Any such assignment shall not relieve the Hospital/ Diagnostic Center from any liability or obligation under this agreement.

7. **TERMINATION FOR DEFAULT**

- a) If the hospital as found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended by IGM KOLKATA 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.
- b) In case of any violation of the provisions of the Agreement by the Hospital such as (but not limited to), refusal of service, refusal of credit facilities to eligible beneficiaries and direct charging from the IGM KOLKATA Beneficiaries, undertaking unnecessary procedures, prescribing unnecessary drugs / tests, deficient or defective service, over billing and negligence in treatment, the IGM KOLKATA shall have the right to de-recognize the hospital as the case may be.



8. **ARBITRATION**

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the IGM KOLKATA and the Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration. The provision of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The legal jurisdiction will be with the competent Courts of KOLKATA, West Bengal.

Signed by

M.C. Bylappa 12/9/2011
(M.C. Bylappa)

General Manager
INDIA GOVT. MINT KOLKATA

M. C. BYLAPPA
General Manager
India Government Mint.
(A Unit of SPMCIL, Kol-53)

In the Presence of
(Witnesses)

1. _____ *W. Sharma* 12/9/11
Financial Advisor & CAO / ADO (ACCOUNTS)
INDIA GOVT. MINT KOLKATA. (K.I.C. Sharma)
2. *Praakash Kumar*
AM (P&W) (PRAKASH KUMAR)
INDIA GOVT. MINT KOLKATA
3. *Prashant Singh*
12/9/11
Medical Officer
In-Charge
INDIA GOVT. MINT DISPENSARY KOLKATA



Signed by

Nanda Kishor Ray

For and on behalf of Kothari Medical Center, Kolkata.

Dr. N. K. Ray
Medical Supdt.

12/9/11



ADDRESS:
8/3, Alipore Road,
Kolkata-700027. (West Bengal)
Website Address: www.kotharimedical.com

In the presence of (Witness)

- 1.) NAME: *BISAN DEY*
DESIGNATION: *A/C-I*
ORGANISATION: *India Govt. Mint*
SIGNATURE: *B. Dey* 12/9/11

- 2) NAME: _____
DESIGNATION: **KOTHARI MEDICAL CENTRE**
ORGANISATION: *Partha Das Gupta*
SIGNATURE: _____
Marketing Manager
12/9/11