



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made at Kharagpur, this 10th Day of February, 2017 between the Hall Management Centre, IIT Kharagpur (having its office at IIT Campus Kharagpur 721302) represented through Chairman, Hall Management Centre IIT Kharagpur duly authorized by Director, IIT Kharagpur on his behalf. Hall Management Centre, IIT Kharagpur is herein after referred to as 'HMC' which expression shall mean and include its successor, administrator, executor and assignee of the **FIRST PART**.

AND

PEERLESS HOSPITEX HOSPITAL AND RESEARCH CENTER LIMITED having its office at 360, Panchasayar, Kolkata: 700094 duly incorporated under the Companies Act/Society/Trust Registration Act through its Chief Executive Officer represented by General Manager-Marketing duly authorized on its behalf. Hereinafter referred to as 'Hospital' which expression shall mean and include its successor, administrator, executor, assignee of the **SECOND PART**.

Sugata Mazumdar

Sugata Mazumdar
GM (Marketing)
Peerless Hospitex Hospital
And Research Center Ltd.
360, Panchasayar, Kolkata - 94

*Lily
CSK PAM*

Chairman
HMC, IIT Kharagpur

.. 106476

Serial No.....

Name.....

Address.....

71, Park Street, (Room No.-14)
Kolkata - 700016

31 JAN 2017

Date.....
Licensed Stamp Vender
S. SARKAR



MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding (MOU) is made at Kolkata this _____ day of _____ 2017 between the Hall Management Centre, HT Khargpur having its office at _____ (Kharagpur 721302) represented through Chairman, Hall Management Centre HT Khargpur authorized by Director, HT Khargpur on one hand, and management of HT Khargpur is being now termed as 'HMC' with expansion shall mean and include its successor, assignee and assignees of the HT Khargpur.

AND

PERLES HOSPITEX HOSPITAL AND RESEARCH CENTER LIMITED having its office at _____ Park, Kolkata 700016, incorporated under the Companies Act, 1956/1980 and acting through its Chief Executive Officer represented by General Manager, Perles Hospital, which is referred to as 'Hospital', which shall mean and include its successor, assignee, executor, assignees of the

SECOND PART

AND whereas, the HMC is desirous of having medical facilities/treatments for its Regular Hall Employees and their Dependents herein after referred to as 'beneficiaries' in accordance with the Central Government Health Scheme (CGHS) / National Accreditation Board for Hospitals & Health care Providers (NABH) Rules as amended time to time.

AND whereas PEERLESS HOSPITEX HOSPITAL AND RESEARCH CENTER LIMITED is ready and willing to provide medical services (**indoor and outdoor**) to the said beneficiaries as agreed by between them and as appearing herein below:

1. The Hospital Authorities shall allow/entertain the beneficiaries as mentioned herein before of the HMC IIT Kharagpur for getting treatment on production of the documents as listed in Clause 2 below.
2. The Hospital Authorities shall admit or attend to the beneficiaries **immediately** on production of any of the following documents:
 - a) Valid **HMC Photo Identity Card** and **Medical Book** issued by the HMC.
 - b) Referral Note made in the aforementioned Medical Book of the beneficiaries.
 - c) Referral letter issued by B. C. Roy Technology Hospital, IIT Kharagpur bearing the personal details of the beneficiaries.
3. The Hospital Authorities will facilitate to avail Indoor Patient Treatment and Outdoor Patient Treatment.
 - i) The Hospital is to provide the indoor and outdoor medical facilities including pathological / radiological tests & other diagnostic services as applicable to the Central Government employees as per latest CGHS Rule and the respective charges for that facilities including Bed Charges and Doctor's Fees shall be as per the latest CGHS Rule of Government for NABH Accredited Hospitals and Non NABH Accredited Hospitals. Procedures not mentioned in the latest CGHS rules are to be paid at the hospital rate.
 - ii) In case of admission of employees or his dependants the Hospital will send a cost estimate of treatment as per the latest **CGHS / NABH Rates** to the HMC. Based on that estimate, 20% will be released by the HMC as an initial advance deposit through **ECS/RTGS/NEFT** to the Hospital account within 48 (forty eight) hours of the receipt of the estimate. The responsibility of providing the details required for bank transfer will lie with the Hospital. Hospital should start treatment immediately on admission of the patient. HMC will release 60% of **provisional final bill** after deduction of (i) non-medical/inadmissible expenses (list of such expenses to be provided by the hospital) and (ii) advance already paid to the hospital before the discharge of the patient provided the hospital send the provisional final bill at least 24 hours before the discharge of the patient. In case the discharge of patient is in holiday/weekly off day, the release of payment as stated above will be made in the next working day.

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*Lily
(S.K.P.)*

Chairman
HMC, IIT Kharagpur

- iii) Hospital will send final bill after discharge to the HMC in respect of beneficiaries as per latest CGHS approved rates applicable for NABH Accredited Hospitals or Non-NABH Accredited Hospitals. If treatment is not available at CGHS approved rate (for NABH/Non-NABH Accredited Hospitals), payment will be made as per Hospital Rate.
- iv) (a) HMC will be responsible for release of payment for the balance of the final bill raised as per clause (iii) above after necessary checking. However the actual payment shall be made within 15 days from the date of receipt of the final bill in original along with all relevant documents from the hospital.
- b) Hospital will be responsible for collection of non-medical/inadmissible expenses directly from the beneficiaries. In cases where CGHS Rate is available for any item/device prescribed for the patient but the patient opts for a higher rated item/device, differential amount will be borne by the patient and the Hospital will be responsible to collect such excess amount from the patient party directly. HMC will not be responsible for payment of any such excess amount.
- c) The original final bill along with all relevant documents and money receipts shall be sent directly to the HMC by the hospital. The details along with money receipt for balance amount of payment as per clause (iv) (b), which was made directly by the beneficiaries to the hospital, shall be handed over to the beneficiaries by the hospital.
- d) If any over payment made by the HMC due to the difference arises between payment actually made to the hospital and the final bill sent by the hospital, that will be refunded by the hospital to the HMC on demand.
- v) The hospital will send a bi-weekly status report, on beneficiaries admitted therein, and, a daily situation report on seriously ill beneficiaries to the Head, B. C. Roy Technology Hospital, IIT Kharagpur.
- vi) The hospital will send *prior intimation* of discharge of beneficiaries admitted therein at least 24 hours in advance.
- vii) The hospital will inform the Head, B. C. Roy Technology Hospital, IIT Kharagpur about death of a beneficiary on occurrence.
4. The hospital will also provide "Ambulance" during any emergency situation for transfer of beneficiaries from that hospital to any other hospital or for release of beneficiaries due to further treatment etc. However, transportation by **critical care life-saving ambulance** to and from the hospital will be chargeable and the applicable charges will be collected directly from the **beneficiaries**. HMC will not reimburse any expenses for ambulance.

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*Lipika
CSK (PAC)*

Chairman
HMC, IIT Kharagpur

5. The hospital will also provide the packaged deal as approved by the Central Government from time to time. However all pre/post packaged treatments shall be provided by the hospital as per prevailing CGHS Rates.
6. The hospital will provide contact details of respective persons for the purpose of contact by HMC Authority/Patient when required. Any future changes in contact details are also required to be intimated by the hospital to the HMC.
7. This Memorandum of Understanding shall be valid for a period of 1 (one) year and may be extended if mutually agreed by both the parties.
8. In case any dispute arises out of this MOU between the HMC and the Hospital, the decision of Director IIT Kharagpur shall be deemed just, proper and final and shall be binding on both the parties. The decision of the Director IIT Kharagpur shall not be challenged in any court of Law.
9. If at any time the currency of the MOU between the HMC and the Hospital is in question, the MOU shall be terminated by any of the parties by giving 1 (one) month's prior notice and without assigning any reasons thereof.
10. Under no circumstances medical treatment of the beneficiaries will *be held up* due to pending receipt of money towards medical expenses.
11. **Hospital Management Committee** will review the performance of the Hospital and resolve the issue/dispute (if any)

In witness whereof this MOU is signed and sealed by the HMC and the PEERLESS HOSPITEX HOSPITAL AND RESEARCH CENTER LIMITED on the date mentioned hereinabove in the presence of the following witness:

For PEERLESS HOSPITEX HOSPITAL AND RESEARCH CENTER LIMITED
 360, Panchasayar,
 Kolkata : 700094

For HMC, Indian Institute of Technology Kharagpur-721302

Lily (S.K.P.A.)

Chairman
 HMC, IIT Kharagpur

Sugata Mazumdar
 Sugata Mazumdar
 GM (Marketing)
 Authorized Signatory
 Peerless Hospital
 And Research Center Ltd.
 360, Panchasayar, Kolkata -94

Authorized Signatory

Witness:

1. *Tanusri Ali*
 2. *Abhijit Chandraoboty*

1. *[Signature]*
 2. *Shakuntali*