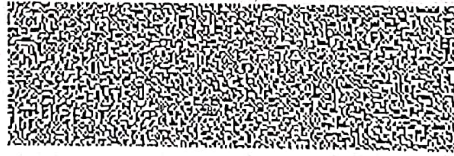


INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA55691931618592W  
Certificate Issued Date : 30-Oct-2024 11:57 AM  
Account Reference : NONACC (FI)/ kagcs108/ TUMKUR23/ KA-TU  
Unique Doc. Reference : SUBIN-KAKAGCSL0854748104996036W  
Purchased by : HAL HELICOPTER DIVISION BNG  
Description of Document : Article 5(J) Agreement (in any other cases)  
Property Description : AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : HAL HELICOPTER DIVISION BNG  
Second Party : SRI SIDDHARTHA MEDICAL COLLEGE AND HOSPITAL TUMKUR  
Stamp Duty Paid By : HAL HELICOPTER DIVISION BNG  
Stamp Duty Amount(Rs.) : 500  
(Five Hundred only)



AGREEMENT

This Agreement is made on 9<sup>th</sup> of November 2024 between M/s Hindustan Aeronautics Limited, Helicopter Division, Tumakuru, Helicopter Complex having its Registered Office/Corporate Office at 15/1, Cubbon Road, Bangalore - 560 001 (hereinafter called "HAL") which expression shall mean and include its Successors, Administrators and assigns through its Offg. General Manager, HAL Helicopter Division, Tumakuru, on the first part and M/s. Sri Siddhartha Medical College and Hospital (SSMCH), Agalakote, B H Road, NH 206, Tumakuru, Karnataka - 572101 (herein after called the "Hospital") which expression shall mean and include the Successors, Administrators and assigns through its Empanelment In-charge / Medical Superintendent on the Second Part.

1



1. RECITAL

That the first party "HAL" is desirous of availing medical services/facilities to employees (officers & workmen) including dependents of employees as In-patients or Out-patients who are / will be positioned at Helicopter Division, Tumakuru, whereas the second party "HOSPITAL" has offered to provide the said medical services or facilities including hospitalisation to employees of HAL and dependents of employees on the rate agreed on prevailing CGHS rates as applicable, and 15% discount on un-coded procedure, Medicines & implants which are not covered in CGHS rates, excluding consumables etc.,

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

2. VALIDITY AND RENEWAL

This agreement shall be valid for a period of 3 years commencing from 09<sup>th</sup> November 2024 to 08<sup>th</sup> November 2027 the agreement is renewable for any further period as may be mutually agreed by both parties in writing.

3. DEFINITIONS:

- a) In this agreement, the following words and expressions shall have the meaning and hereafter defined unless where the context requires otherwise.
- b) **Agreement:** This Agreement shall be designated by the Reference No. H/HDT/HR/MEDICAL/HOSP-EMP/ /2024 dated 09 Nov 2024 together with annexures, inclusive of amendments, if any, agreed by both the parties and made according to the provisions of this Agreement.
- c) **Annexures:** Any annexures to this Agreement.
- d) **Employees:** Officers and workmen on permanent role of the company.
- e) The "HOSPITAL" hereby undertakes to extend its medical facilities for both In-patients and Out-Patients on credit basis including diagnosis, tests, investigations, surgery, prescription and dispensation of medicines to the Employees (including their dependent family members) who are positioned at /visiting the Helicopter Division, Tumakuru, NH 206, Bidarehalla Kaval Village, Gubbi Taluk, Tumakuru District.

4. IDENTIFICATION FOR AVAILING TREATMENT:

While seeking treatment in the "HOSPITAL" for outpatient (OPD) services, the concerned Employee/ Dependent family member will produce the medical identity Card issued by HAL Helicopter Division, Tumakuru. In case, inpatient treatment is required, the concerned Employee/Dependent family member will produce Medical Identity Card issued by HAL Helicopter Division, Tumakuru along with Letter of authorization issued by the Head of Helicopter Division, Tumakuru or Officer authorized on his behalf or Medical Incharge of HD-T.

5. Before providing treatment/admission, it is the duty of the "HOSPITAL" to ensure verification of Medical Identity Card issued by HAL Helicopter Division, Tumakuru in case of outpatient services and verify Medical Identity Card & Letter of Authorization issued by the Head OR Officer authorized on his behalf OR Medical Incharge of HD-T in case of inpatient treatment.

The name and specimen signature of the executive (s) to issue authorization letter is as per Annexure-I, which may be revised from time to time.

6. In Acute/Emergency conditions, where emergency intervention is warranted, the employees and their dependents may be admitted by the Hospital without insisting for the authorization letter from the officer-in-charge. However, an undertaking will be obtained from the concerned employee



stating that the Credit facility will not be available to them unless they submit authorization letter/referral from Head of HD-T OR Medical Incharge within 24 hours.

7. The employees of HAL is defined as all permanent Workmen/Officers of Hindustan Aeronautics Limited (HAL), who as on the date of treatment, are borne on the regular rolls of the Company and will be identified by the badge (i.e. Permanent Badge Number holder) and with specific Medical Identity card issued by HAL for self and their declared dependents.

8. There will be no cross-referral for consultation, investigation and treatment outside the "HOSPITAL" or from consultants who are not under the rolls of the "HOSPITAL" without prior written permission from the Head, HD-T/Medical In-charge. For any other consultation, investigation and treatment, other than the treatment available in the "HOSPITAL", prior written permission must be obtained from the Head of HD-T/Medical Incharge.

9. The "HOSPITAL" shall admit the patient to the ward as per their entitlement as mentioned below:

Sl No.	Ward Type	Scale / Grade
1	General Ward	For employees up to and including Grade-I
2	Semi Private/ Special Ward or Equivalent	For Officers in Grade-II to Grade V
3	VIP / Deluxe / Private Ward or Equivalent	For Officers in Grade-VI and above

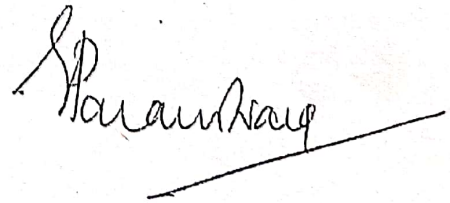
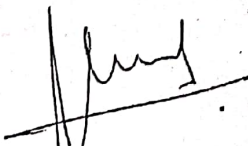
However, in case if it is not possible to provide the entitled wards based on their entitlements, because of non - availability of the bed and when postponement of admission is not desirable, the patient may be admitted to the next higher Ward as a temporary measure and will be shifted to the entitled ward the moment the bed becomes available. For this, no extra charges will be levied on the employee or HAL.

10. Employee's request for admission to a higher/ superior ward or treatment/ procedure other than his/her entitlement to be considered subject to obtaining an undertaking from the concerned employee to the effect that they will bear the difference in expenditure between the cost of treatment as per their entitlement and pay difference amount to the "HOSPITAL" before getting discharged from the "HOSPITAL". The bills for treatment will be raised only as per the entitled ward and as per the agreed tariff.

11. **PAYMENT TERMS:**

The charges towards various medical services rendered by the "HOSPITAL" shall be as per the agreed rates i.e., prevailing CGHS Rates applicable to Karnataka (Tumakuru) and 15% discount on Un-coded procedures, medicines and implants not covered in CGHS Rates. The charges as agreed in this Agreement shall remain in force during currency of the Agreement and no escalation in the said rates shall be allowed by "HAL" under any circumstances.

- a) The "HOSPITAL" shall submit the medical bill giving full details with Dept/P.B. No. of the patient/dependent of the diagnosis of the disease, tests, Investigation carried out, Medical treatment given, and surgery performed etc. dispensation of medicines, surgical materials used and their respective charges to Head, HD-T / Medical Incharge. A photocopy of the discharge summary should also be enclosed with the bill.



- b) The "HOSPITAL" shall make available to "HAL" such information/ additional information and assistance as may be required by "HAL" with regard to settlement of claims with respect to patient records.
- c) "HAL" on receipt of the Medical bill from "HOSPITAL" shall settle the bill within 45 days from the date of receipt of the complete bills in all respect as per the agreed terms.
- d) Consultation fees for doctors for out patient, in patients and Operation Theatre to be specifically mentioned in the claim bill.
- e) The "HOSPITAL" should obtain the signature of the Employee at the time of discharge of the patient otherwise bill shall not be considered for settlement.

The Head of HR/ Medical Incharge, Tumkur after receiving the bills from the hospital shall forward the bills to COMS (M&H) Unit Bangalore for scrutiny and recommendation. Based on the recommendations of COMS, HAL Helicopter Division, Tumakuru shall release payment by Electronic Payment System RTGS/ NEFT to the "HOSPITAL" for the finalized amount. Details of amounts disallowed (if any) with reasons shall be intimated separately by Helicopter Division, Tumakuru to the "HOSPITAL".

12. **TARIFF:**

The "HOSPITAL" will charge according to the rates as per this agreement i.e., prevailing CGHS rates applicable to Karnataka (Tumakuru) and 15 per cent discount to be given for the medicines, implants and procedure that are not listed under CGHS. Any investigation/treatment/services not covered under CGHS Rates shall be extended only against Written Clearance from Officer-in-charge. The agreed tariff shall be valid for the entire tenure of the agreement.

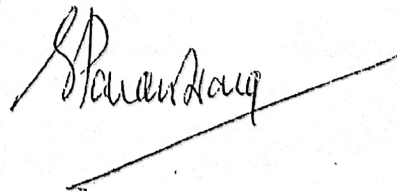
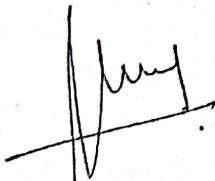
- i) Expenses towards telephone, food & beverages charges for the patient and also attendant, if any, provided by the "HOSPITAL" shall be borne directly by the employee and the inadmissible amount is to be collected from the employee at the time of discharge and not be included in the bills to be submitted to "HAL".
- ii) The inadmissible items/ procedures shall be intimated by HAL from time to time.

13. **TERMINATION OF AGREEMENT:**

This Agreement will stand automatically terminated on expiry of the Agreement period, unless the same is extended/ renewed for further periods. The Agreement could also be terminated by either party by giving three months' notice in writing. However, all outstanding claims pertaining to services extended during the Agreement period to be raised against HAL shall be covered under the agreement until the outstanding claims get finally settled.

14. **RENEWAL CLAUSE**

The agreement may be renewed for further period(s) on expiry of term of this agreement, based on the requirement and performance of the "HOSPITAL", on mutually agreed terms and conditions, for such period(s) as may be mutually agreed upon.





15. GOVERNING LAW AND DISPUTE RESOLUTION:

- a) All or any dispute or claims arising out of the agreement shall first be discussed and settled in meeting/s to be held at Tumakuru/Bangalore, within 30 days of notification of dispute by either party to the other.
- b) If no settlement is reached even after the lapse of 7 working days from expiry of the above cooling-off period, then the parties shall get the same resolved through arbitration by referring the dispute under the Arbitration and Conciliation Act 2015 (as Amended from time to time). The proceedings of the arbitration shall be conducted in English at Tumakuru/Bangalore. The decision of the arbitrator shall be final and binding on the parties.

16. OTHERS:

- a. The "HOSPITAL" shall agree to take the responsibility and indemnify "HAL" for all medico-legal complications arising out of patients treated by them during the tenure of the Agreement.
  - b. The "HOSPITAL" will ensure highest level of service to the members. The Doctors/Authorized representatives of "HAL" shall be allowed to visit the "HOSPITAL" to check quality standards, reviews and discuss treatment as and when needed.
  - c. In case of failure to provide service as agreed, "HAL" shall be at liberty to get the service from any other source and any loss incurred on this account shall be recovered from the "HOSPITAL".
  - d. If the "HOSPITAL" has deliberately given wrong Information in the Offer to create circumstances for the acceptance of this Offer, "HAL" reserves the right to terminate the Agreement.
  - e. The "HOSPITAL" shall not waive the Agreement or transfer it to third parties. Whether in part or in whole, nor waive any interest that is included in the Agreement.
  - f. Any modification or addition to the Agreement shall not be binding unless made in writing and agreed by both the parties.
  - g. "HAL" shall have the right to enter similar Agreement with any other Hospitals for the requisite services.
17. Notwithstanding anything mentioned earlier by either party whatsoever, the conditions laid down in the RFQ, Work order, Acceptance Letter, Hospital's Offer to HAL's RFQ, subsequent revised Offer and any other conditions mutually agreed to by the Parties subsequently shall only prevail and all these documents shall be integral part of this Agreement.

18. IMMUNITY TO GOVERNMENT OF INDIA:

It is understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that "HAL" is an independent legal entity with power and authority to enter into Agreements solely in its own behalf under the applicable Laws of India and General Principles Agreement Law. The "HOSPITAL" shall agree, acknowledge and understand that "HAL" is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the

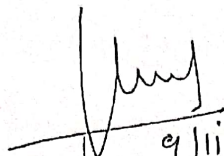
Agreement. Accordingly, the "HOSPITAL" expressly waives, releases and foregoes any and all actions or claims against the Government of India arising out of this Agreement, not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising out of or under this Agreement.

19. JURISDICTION:

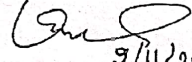
The Courts at Tumakuru/Bangalore city only shall have jurisdiction to deal with and decide any legal matter whatsoever arising out of this agreement.

In witness whereof, the parties to this Agreement have set their hands on the day, month and year aforementioned.

For HINDUSTAN AERONAUTICS LIMITED

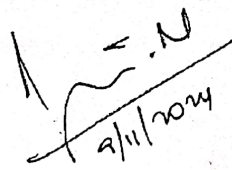
  
9/11/2024  
Offg. General Manager  
Helicopter Division, Tumakuru

Witness 1:

Signature:   
9/11/2024

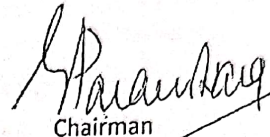
Name: VENKATESH CS  
AGM (Mfg & Assy)  
HAL HELICOPTER DIVISION  
Address: TUMAKURU

Witness 2:


Signature:   
9/11/2024

Name: MANJUNATHA . N  
CHIEF MANAGER (HR)  
Address: HAL HELICOPTER DIVISION  
TUMAKURU

For SRI SIDDHARTHA MEDICAL COLLEGE AND HOSPITAL

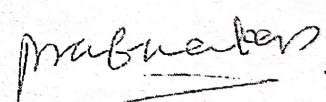
  
Chairman  
Sri Siddhartha Medical College & Hospital

Witness 1:

Signature:   
Dr. N.S. Venkatesh M.B.B.S., M.S.,  
MEDICAL SUPERINTENDENT  
Sri Siddhartha Medical College Hospital  
Agalakote, B.H. Road, Tumakuru-07.

Address:

Witness 2:

Signature:   
PRINCIPAL

Name:

Sri Siddhartha Medical College  
Agalakote, B.H. Road, Tumkur.

Address:



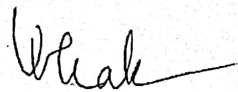
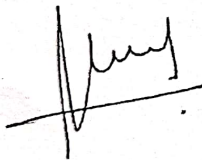
Agreement No: H/HDT/HR/ MEDICAL/HOSP-EMP/

/2024 dated 09 Nov 2024

Annexure-1

Format for Specimen signature For Empanelment of Sri Siddhartha Medical College and Hospital

SL No.	Name & Designation	Permanent Badge No	Signature
01	Hari Prasad G R Deputy General Manager (PE & CS)	N400/82033	
02	Sreedhar M Chief Manager (PM)	N400/82909	
03	Manjunatha N Chief Manager (HR)	N400/95768	



Dr. N.S. Venkatesh M.B.B.S., M.S.,  
MEDICAL SUPERINTENDENT  
Sri Siddhartha Medical College Hospital  
Agalakote, B.H. Road, Tumakuru-07.

