



ଓଡ଼ିଶା ओडिशा ODISHA

AGREEMENT BETWEEN

K 378441

EMPLOYEES STATE INSURANCE CORPORATION

AND

HI-TECH MEDICAL COLLEGE & HOSPITAL,  
HEALTH PARK, PANDRA, BHUBANESWAR-751025

This agreement is made on this 27th day of May, 2019 between the ESIC through ADDITIONAL COMMISSIONER & REGIONAL DIRECTOR, having its office at ESI CORPORATION, REGIONAL OFFICE, PANCHADEEP BHAWAN, UNIT - IX, BHUBANESHWAR, ODISHA, PIN-751022 (hereinafter called ESIC, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successor and assigns) of the first part.

AND

HI-TECH MEDICAL COLLEGE & HOSPITAL, HEALTH PARK, PANDRA, BHUBANESWAR-751025 through the Chief Operating Officer, herein called the tie-up hospital, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the second part.

Whereas, ESIC proposes to provide Cashless & Hassle free medical facilities to its employees, pensioners and their dependant family members of Odisha region in private recognized hospital, and whereas Hi-Tech Medical College & Hospital having been registered under Directorate of Medical Education and Training Odisha vide Regdn. No 345/2004 Dated 27.07.04 offered to give all the super specialty and specialist treatments (the OPD consultation/indoor treatment) presently available in the Hospital including Dental, Physiotherapy and also emergency services, which includes diagnosis tests. After implementation of further discipline/departments, the same will be automatically applicable to ESIC beneficiaries.


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Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Health Park, Rasulgarh, Bhubaneswar-75

THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS :

1. The tie-up hospital will provide all the facilities as per the package rates agreed to for various procedures and investigations etc of the CGHS, Bhubaneswar rates and terms & conditions as applicable from time to time to the ESIC employees, pensioners and their dependants family members of ESIC corporation, Odisha;
2. The tie-up Hospital will provide all the services on CASHLESS basis to the ESIC beneficiaries as narrated above.
3. The tie-up hospital will provide treatment only when it is referred by the Nodal Officer of the Regional Office, ESI Corporation, Bhubaneswar. However in case of emergencies the hospital will provide the treatment to the patient subject to production of his/her medical card followed by referral letter issued by Competent Authority within 48 hours or next working day by the concerned ESIC beneficiary;
4. In case of In-patient treatment, tie-up Hospital is allowed to supply medicines from the beginning till the discharge of the patient and ONE WEEK thereafter, whereas in OPD, the concerned patient will have to purchase the medicines.
5. The tie-up Hospital shall provide the accommodation, i.e., General Ward, AC Cabin (Semi Private) & AC Cabin (private) as per CGHS guide lines. To enable the hospital to do the above, ESIC will provide list of employees/pensioners and their salaries to ascertain their eligibility to accommodation by the hospital. At the time of referral, the Nodal Officer has to indicate the pay/pension/salary of the official so as to decide the type of accommodation.  
  
(The ESIC referred patient has to avail the treatment within 15 days from issue of referral letter and validity of such referral for one disease will continue till the patient recovered or as per the validity of the referral letter whichever is earlier. A fresh referral letter will not be required for any cross consultation referred by the treating consultant of the tie-up hospital at the time of the treatment for indoor cases and in OPD consultation on the same day for which the patient has been referred. The patient cannot be entertained directly with the same referral letter for other consultation/treatment. A fresh referral is to be required from the Nodal Officer of ESIC.
6. In emergencies, the hospital shall provide ambulance service to the patients and the same will be charged in final bill.
7. A copy of discharge slip incorporating brief history of the case, diagnosis details of treatment given, reports of investigations and identification stickers of implants, treatment given & advised shall be submitted by the hospital along with the adjustment bill. All the documents including Cash Memos should bear the signature and seal of the Hospital Authorities or the treating Physician/ Specialist Surgeon.
8. The tie-up Hospital agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital and who shall alone be responsible for the effect and or deficiencies in rendering such services.
9. The tie-up hospital agrees that during the treatment of the ESIC employees, pensioners and their dependant family members of ESIC, Odisha, the hospital authorities will not ask the beneficiary or his attendant to purchase separately the medicine/consumables/ equipment or accessories from outside

  
Nodal Officer  
Regional Office, ESI Corporation, Bhubaneswar

  
Chief Operating Officer  
Hi-Tech Medical College & Hospital  
Health Park, Rasuigha, Bhubaneswar-751 012



and will provide the treatment within the package deal rate, fixed by the ESIC which includes the cost of all the items.

10. The hospital will endorse the medicine bill in OPD cases (which was prescribed by the hospital doctors). In case of longer treatment, the Hospital Doctors can prescribe medicines for a period of maximum three months. For continuation of treatment beyond 3 months, the tie-up Hospital may renew the medicines/advice at an interval of every three months.

11. The tie-up Hospital shall not refer the patient to other super specialty hospital, if they do not have such facility without prior approval/written permission of the nodal officer of Regional Office, E.S.I. Corporation, Bhubaneswar.

12. The tie-up Hospital will honour the ESIC beneficiaries holding valid and eligible Medical Card issued by the Competent Authority. Treatment will be provided as per applicable package rates as enlisted at the MINISTRY OF HEALTH & FAMILY WELFARE WEBSITE. <http://www.mohfw.nic.in/cghs.htm>.

13. The cost of higher/foreign stents & implants over and above CGHS rates will be borne by the patient if he/she opted for and the additional amount shall be paid before discharge. A written consent of the employee/pensioner/relative/patient must be obtained by the Hospital prior to the procedure.

14. The additional cost of the room shall be borne by the patient if he/she opts for the higher category of room and the additional amount shall be borne by the patient/ESIC beneficiary before discharge.

15. Surgical items not included in the CGHS packages and the amounts shall be paid by the patient/ESIC beneficiary before discharge.

16. The Scope of PACKAGE IS AS FOLLOWS:

package rate is defined as lump sum cost of inpatient treatment/day care for which a patient has been referred by the Competent Authority to tie-up hospital. This includes all charges pertaining to a particular treatment/procedure including:

- i. Registration Charges
- ii. Admission Charges
- iii. Accommodation Charges including patient's diet
- iv. Operation charges
- v. Injection Charges
- vi. Dressing Charges
- vii. Doctors/consultation visit charges
- viii. ICU Charges
- ix. Monitoring Charges
- x. Transfusion
- xi. Anesthesia Charges
- xii. Operation Theatre Charges
- xiii. Procedural Charges/Surgeon's fee
- xiv. Cost of Surgical disposables and all sundries used during hospitalization.
- xv. Cost of medicine
- xvi. Related routine and essential investigation
- xvii. Physiotherapy Charges etc.
- xviii. Nursing care and charges for its services

from the time of admission till the time of discharge. The above list is not exhaustive but an illustrative one only.

The package rate, however, does not include expenses on:

- i. Toiletries
- ii. Telephone bills
- iii. Tonics
- iv. Cosmetics, etc.

These are not part of the treatment regime. Cost of these additional items if provided with the prior consent of the patient, has to be borne by with the patient, for which no reimbursement will be admissible.

17. The procedure for submission/payment of bills will be as under-The bills (as per the check list provided by the office of Regional Director) shall be sent directly to:

- I. The regional Director who will admit and verify the credentials of the patients & hospital treatment papers(as per the check list provided) so that those can be settled to the tie-up Hospital within 30 days from the date of receipt of the bills in the office.
- II. The Empanelled Hospital will investigate/treat the ESI beneficiary patient only for the condition for which they are referred with permission and for the super specialty and or purpose for which they are approved by the ESIC. In case unforeseen emergencies of these patients during admission for approval purpose/procedure, necessary life saving majors be taken and concerned authorities may be informed accordingly later with justification.

18. In case of over billing and unnecessary procedures, the extra amount so charges will be deducted from the pending / further bills of the hospital and the ESIC shall have the right to issue a written warning to the hospital not to do so in future.

19. Duties & Responsibilities of tie-up Hospital/Diagnostic centers. It shall be the duty and responsibility of the tie-up Hospital at all times to obtain, maintain the valid registration, recognition and high quality and standard of its services and health care and to have all statutory and mandatory licenses, permits of approvals of the concerned authorities under as per the existing laws.

20. Hospital's Diagnostic centers integrity & Obligations during agreement period. The tie-up hospital is responsible for the obligation to conduct all contractual activities in accordance with the agreement using state of the art methods and economic principles by exercising all means available to achieve the performance specified in the agreement. The hospital is obliged to act within its own authority and abide by the directives issued by the ESIC. The hospital is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors, if any.

21. Termination for DEFAULT:

I) This tie-up is initially done for a period of 2 years from the date of signing of the Agreement. It can be extended later on with mutual consent only.

II) The ESIC may without prejudice to any other remedy for breach of Agreement

by written notice of default sent to the hospital to terminate the agreement in whole or part.

- a. If the tie-up Hospital fails to provide any or all the services for which it has been recognized within the period(s) specified in the Agreement, or with any extension thereof if granted by the ESIC pursuant to condition of Agreement or
- b. If the tie-up hospital fails to perform any other obligation(s) under the Agreement;
- c. If the tie-up Hospital in the Judgment of the ESIC has engaged in corruption of fraudulent practices in competing for or in executing the agreement.

III) If the Empanelled Hospital is found to be involved in or associated with any unethical, illegal or unlawful activities, the Agreement will be summarily suspended by ESIC 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.

IV) No additional charges on account of extended period of stay should be allowed, if that extension is due to infection or the consequence of surgical procedure or due to any improper procedures and is not justified.

## 22. INDEMNITY

The tie-up Hospital Shall at all time, indemnify and keep indemnified ESIC against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the tie-up Hospital in execution of or in connection with the services under this agreement and against any loss of damage to ESIC in consequence to any action or suit being brought against the ESIC, along with (or otherwise) tie-up Hospital as a party for anything done or purported to be done in the course of the execution of this Agreement. The hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ESIC from all demands or responsibilities arising from accidents or loss of life, the cause of result of which is the Hospital negligence or misconduct.

The tie-up Hospital will pay all indemnities arising from such incidents without any extra cost to ESIC and will not hold the ESIC responsible or obligated. ESIC may of its discretion and shall always be at the cost of the Empanelled Hospital defend such suit, Either jointly with the hospital or singly in case the later chooses not to defend the case.

## 23. ARBITRATION

If any dispute or difference of any kind what so ever (the issue whereof is not herein otherwise provided for) shall arise between the ESIC and the hospital in relation to or in connection with or arising out of the agreement shall be referred to and for arbitration by the Regional Director, Regional Office, ESI Corporation, Odisha, who will give written award of decision to the parties. The decision of the Arbitrator will be final and binding. The provision of the Arbitrator and conciliation Act, 1996 shall apply to the Arbitration proceedings. The venue of the arbitration proceedings shall be at Bhubaneswar.

## 24. MISCELLANEOUS

- I. Nothing under this agreement shall be constructed as establishing or creating between the parties any relationship of Master and Servant or of Principal and Agent between the ESIC and the Empanelled Hospital.

  
Asst. Commissioner



- ii. The ESIC will not be responsible in any way or any negligence or misconduct of the tie-up Hospital and its employees for any accident, injury or damage sustained or suffered by any ESIC beneficiaries or any third party resulting from or by any operation conducted by on behalf of the Hospital or in the course of doing its work of perform their duties under this agreement or otherwise.
- iii. The tie-up Hospital shall not represent or hold itself out as agent of the ESIC;
- iv. Their status and their share holdings or that of any Guarantor of the hospital in particular where such changes would have an impact on the performance of the obligation under this agreement.
- v. This agreement can be modified or altered only on mutual written agreement signed by both parties.
- vi. Should the hospital get wound up or partnership is dissolved, the ESIC shall have right to terminate the agreement. The termination of the agreement shall not relieve the hospital or their legal representatives or successors in interest from the liability in respect of the services provided by the hospital during the period when the agreement was in force.
- vii. The Empanelled Hospital shall bear all expenses incidental to the preparation and stamping of the agreement.
- viii. A recognized Empanelled Hospital whose rates for a procedure/test/facility are lower than the approved package rates shall charge the ESIC beneficiaries as per actual.

## 25. NOTICES

i) Any notice given by one party to the other pursuant to this Agreement shall be sent to other in writing by registered post or by facsimile and confirmed by original copy by post to the order party's address as below :

**ESIC: Regional Director,  
ESI Corporation, Panchadeep Bhawan,  
Unit IX, Janpath, Bhubaneswar-751022**

**Hospital with Address:  
HI-TECH MEDICAL COLLEGE & HOSPITAL,  
Health Park, Pandara, Bhubaneswar-751025.**

ii) A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even it returned with remark like refused, let, premises locked etc.

IN WITNESS WHEREOF, the parties have signed this agreement and executed on the 27th day of May and the year 2019 as above mentioned.

Signed by

Additional Commissioner & Regional Director  
ESI Corporation, ODISHA

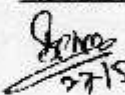
ଅତିରିକ୍ତ କମିଶନର ଏସ.ଆଇ. କର୍ପୋରେସନ୍  
Addl. Commissioner & Regional Director  
ଏସ.ଆଇ. କର୍ପୋରେସନ୍  
E.S.I. CORPORATION  
Regional Office  
ସମ୍ବଲପୁର, ପ୍ଲଟ-8, ପୁରୀପାଟଣା-22, ଓଡ଼ିଶା  
Jampath, Unit-8, Bhubaneswar-75, Odisha

In the presence of (Witnesses)

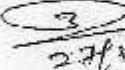
Name & Address

1. PRANAKAR BEHERA  
Asst. Director  
ESIC, BASR

Signature

  
27/5/19

2. Jyoti Ranjan Mehera  
Asst. / H.C  
ESI Corporation, Bhubaneswar

  
27/5/19

HI-TECH MEDICAL COLLEGE & HOSPITAL,

(Chief Operating Officer)

(HI-TECH MEDICAL COLLEGE & HOSPITAL)

Chief Operating Officer  
HI-Tech Medical College & Hospital  
Health Park, Rasulpur,  
Bhubaneswar-75

In the presence of (Witnesses)

Name & Address

1. Chandra Ch. Nayak  
HI-TECH MEDICAL COLLEGE  
& HOSPITAL  
Health Park, Pandara  
Rasulpur, Bhubaneswar

Signature

2. Kishore Nayak  
50  
HI-TECH MEDICAL COLLEGE  
& HOSPITAL  
Health Park, Pandara  
Rasulpur, Bhubaneswar

Tax No: 0674-2546381  
: [rd-orissa@esic.nic.in](mailto:rd-orissa@esic.nic.in)



Website : <http://www.esicorissa.nic.in> E-mail  
Hqrs. : <http://www.esic.nic.in>

**By Speed Post with A.D.**

**REGIONAL OFFICE, ODISHA**  
**EMPLOYEES' STATE INSURANCE CORPORATION**

(AN ISO 9001-2008 QMS CERTIFIED ORGANISATION)

PANCHDEEP BHAWAN: JANPATH: UNIT-IX: BHUBANESWAR-751 022

**No.44-D-13/12/Hi-tech/19-Genl**

**Date:28/5/19**

To

✓ The Chief Operating Officer,  
HI-TECH MEDICAL COLLEGE & HOSPITAL,  
Health Park, Pandara, Bhubaneswar-751025.

Sub: Agreement made between ESIC, Odisha and Hi-Tech Medical college and Hospital,  
Bhubaneswar- regarding.

Sir,

Please find the photocopy of the agreement signed between Employees' State Insurance Corporation, Odisha and Hi-Tech Medical College and Hospital, Bhubaneswar to provide cashless & hassllefree medical treatment/facilities to ESIC -Employees/ Pensioners/ Dependants for a period of 2 years w.e.f. 27.05.2019.

You are requested to submit the bills raised by HI-TECH MEDICAL COLLEGE & HOSPITAL, Bhubaneswar related to the above treatment which will be settled as per the prevailing CGHS rates/ CGHS rules.

Yours faithfully,

*P. Prakash Behera*  
28/5/19

**(PRAVAKAR BEHERA)**  
**ASST. DIRECTOR(Genl)**

Copy to:

- 1.The F & A Branch, Regional Office, ESI Corporation, Bhubaneswar.
- 2.The RD's PA Cell