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AGREEMENT

This **AGREEMENT** (hereinafter referred to as "the Agreement") is made at Bhubaneswar

On this 01st day of August 2021 BY

Hi-Tech Medical College & Hospital, Bhubaneswar a company duly incorporated under the companies Act 1956, having its local office at **Health Park, Pandara, GGP Colony, Bhubaneswar-751025, Khurda, Odisha** (hereinafter referred to as "the Hospital", which expression shall deem to mean and include its successors and assigns) of the One Part

AND

HINDALCO INDUSTRIES LIMITED, a company duly incorporated under the companies Act 1956, having its registered office at **Ahura Centre, 1st Floor, B-Wing, Mahakali Caves Road, Andheri (East), Mumbai 400093** and its manufacturing units at :

- Aditya Aluminium, Near SH 10, Po: Lapanga, Dist. Sambalpur.**
- Hirakud Compled, Hirakud – 768016, District – Sambalpur, Odisha, India.**
- FRP Plant**

(hereinafter referred to as "the Company") (which expression shall deem to mean and include its successors and assigns) of the other part.

[Signature]
Chief Medical Officer
Hindalco Industries Limited, Hirakud
Regd. No - 11281
BBS. PGDM Family Medicine
Surata Chaitanya

[Signature]
Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasuigarh, Bhubaneswar-25

WHEREAS the company is desirous of entering into an arrangement for providing various medical facilities to its employees and their dependents (hereinafter referred to as collectively beneficiary) without the beneficiary paying any cost thereof and which cost shall be borne by the company.

AND WHEREAS the company has represented and declared to the Hospital that the company is authorized to enter into an arrangement of providing medical facilities to its beneficiary and execute Agreement for the same and that the execution of such Agreements does not violate or is not inconsistent with its Memorandum and Articles of Association and other constituent document.

AND WHEREAS the Hospital represents that it has all approvals / permission / consents under all applicable laws to run the hospital and is authorized to enter into the Agreement for providing medical services.

AND WHEREAS the Hospital has agreed to provide medical facilities to the beneficiary of the company on the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as under:

ARTICLE 1 – DEFINITIONS:

1.1 **“Authorisation Letter”** means a letter issued by the company and addressed to the Hospital authorizing the Hospital to provide medical facilities to the beneficiary of the company. It shall specify whether the payment shall be made by the company or by the beneficiary.

The Authorisation Letter shall be in such form as may be acceptable to the Hospital or in the form prescribed by the Hospital in that behalf from time to time. The Authorization Letter shall be duly signed by the authorized signatory of the company and shall contain all the relevant details / information necessary for enabling the Hospital for providing medical facilities to the beneficiary of the company and shall include category of the beneficiary and the nature of their eligibility / entitlement for medical facilities;

1.2 **“Confidential Information”** means all or any information (whether or not recorded in documentary form or on computer disk or tape) relating to:

- (a) The medical facilities to be provided to the beneficiary;
- (b) Medical records of the beneficiary
- (c) The business and affairs of both Parties or any of its Affiliates, including corporate plans, management systems, accounting and other records, finances, research and development projects of computer programs, assembly, quality control, installation and operating procedures, operating manuals, technical and marketing information, designs, data and know – how of both Parties or any of its affiliates; and

(d) All documents marked confidential as also all medical reports and personal information of the beneficiary

Confidential information shall however not include any such information that shall have come into the public domain as a consequence of any action or event that is not attributable to any breach by either party of any of its obligations under the present Agreement;

- 1.3 **"Corporate Rates"** means the prices / rates levied by the Hospital for providing medical facilities to the beneficiary of the company as specified in **Annexure "A"** appended to the Agreement or such other rates as may be revised by the Hospital from time to time in its sole discretion which rates shall be binding on the company including beneficiary.
- 1.4 **"Beneficiary"** shall mean all persons employed with the company for the time being on the date of the Agreement, dependents declared by the employee to the company and all persons who may be appointed by the company from time to time during the subsistence of the present Agreement and shall include directors, consultants' retainers of the company and such other persons as may be mutually decided by the Parties hereto from time to time during the subsistence of the present Agreement;
- 1.5 **"Entitled Accommodations"** means such category of accommodations / beds as is mentioned in the authorisation Letters;
- 1.6 **"Final Bill"** means the sum total of the cost of medical facilities provided by the hospital to the beneficiary and shall include the cost of non medical items availed by the Beneficiary and/or their visitors visiting such Beneficiary during provision of medical facilities by the Hospital to such Beneficiary;
- 1.7 **"Identity Card"** means such cards that shall be issued by the company to the Beneficiary for the purpose of identification of such Beneficiary and shall as far as possible bear all the relevant information including the Employee's recent photograph, category of employment, name, date of birth and signature;
- 1.8 **"In - Patient"** means patients admitted in the Hospital for availing medical facilities provided by the Hospital;
- 1.9 **"Medical Facilities"** includes medical treatment provided by the Hospital to the Beneficiary as 'in patients' beginning with and including admission in the Hospital until discharge or death, of the Member, as the case may be, which treatment shall be decided solely by the Hospital and or its Doctors having regard to the ailment suffering disease of the Beneficiary and shall also include medical treatment provided by the Hospital to the Beneficiary as 'out patients';

Dr. Subrata Chatterjee
BSc, MSc, DPM, FRCR, FRCR
Chief Medical Officer
Hindale Industries Limited, Hirakud

Chief Operating Officer
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1.10 "Medical Treatment" includes diagnostic tests and investigation, all medicines & consumables etc. As referred in clause 1.9.

1.12 "Out - Patient" means patients other than 'In - Patients'

ARTICLE 2 – TENURE OF THE AGREEMENT

2.1 The Agreement shall come into force from the date of the Agreement. The Agreement shall be valid and subsisting for a period of 24 months from the date of the Agreement unless the same is terminated prior to the expiry of the said 24 months in terms of the Agreement.

2.2 The Parties hereto may renew the Agreement for a further such period of from the expiry of the Agreement or for such other period as may be mutually agreed between the Parties hereto on the terms and conditions contained in the Agreement or on such other terms and conditions that may be mutually agreed by the Parties hereto.

ARTICLE 3 – PROVISION OF MEDICAL FACILITIES:

3.1 The Hospital shall provide Medical Facilities to the Beneficiary as 'In Patients' or 'Out Patients', as the case may be at Corporate Rates upon the Beneficiary presenting to the Hospital their Identity Cards and the Authorization Letters without demanding any money on any account whatsoever. In the cases of emergency and in the absence of the authorisation Letter, the Hospital shall provide Medical Facilities to the Beneficiary as 'In - Patients' at Corporate Rates upon the Beneficiary presenting to the Hospital only their Identity Cards.

3.2 In cases other than those of emergency, the Hospital shall be entitled to refuse Medical Facilities to the Beneficiary on the failure of the beneficiary to produce their Identity Cards and the Authorization Letters. The Hospital shall alone decide if a particular case is of an emergency and its decision in that behalf shall be final and binding on the Beneficiary and the Company.

3.3 In the event the company revokes / cancels the Authorization Letter, the Company shall immediately intimate the Hospital of the same in writing and forward such communication to the Hospital so as to reach the Hospital before the Hospital initiates provision of Medical Facilities to the Beneficiary. If at the time of receipt of such communication, the Hospital is already in the process of providing Medical Facilities to the Beneficiary, the Hospital shall be entitled to continue providing Medical Facilities to the Beneficiary until discharge or death of the Beneficiary, as the case may be, and in such an event, the Hospital shall be deemed to be providing Medical Facilities to the Beneficiary in terms of the Agreement.

3.4 In cases of emergency, the Hospital shall provide Medical Facilities to the Beneficiary upon the Beneficiary presenting only their Identity Card to the Hospital. In such events, the

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company undertakes to issue the Authorization Letter and forward the same or cause the same to be forwarded to the Hospital so as to reach the Hospital within 48 hours of the Beneficiary being provided with Medical Facilities by the Hospital. The company hereby indemnifies the Hospital and shall keep the Hospital indemnified of from and against all costs, charges, expenses, losses and or damages incurred or at any time suffered, caused or sustained by the Hospital due to or on account of the company not issuing and or forwarding the Authorisation Letter.

- 3.5 In case of emergency, till such time the Authorization Letter is received by the Hospital from the company, the Hospital shall be entitled to demand and accept such security deposits from the Beneficiary as the Hospital may deem fit to cover itself from the cost of providing Medical Facilities to the Beneficiary. The hospital shall refund back such deposits to the Beneficiary within 7-10 (seven to ten) working days upon receiving the Authorization Letter from the company.
- 3.6 For providing Medical Facilities to the Beneficiary as 'In - Patients', for providing Medical Facilities to the Beneficiary, the Hospital shall make available the Entitled Accommodations to the Beneficiary subject to its availability.
- 3.7 In the event of the Entitled Accommodation not being available, the Hospital shall make available such category of accommodations / beds at Corporate Rates to the Beneficiary that are immediately lower than the Entitled Accommodations till the Entitled Accommodations are available. The hospital shall transfer the Beneficiary for provision of Medical Facilities to the Entitled Accommodation immediately on the same being available.
- 3.8 In cases of emergency and in the absence of the Authorisation Letter, for providing Medical Facilities to the Beneficiary, the Hospital shall make available such category of accommodations / beds as are selected by the Beneficiary subject to its availability at corporate Rates till the Hospital receives the Authorisation Letter from the company. In case the category of accommodations / beds selected by the Beneficiary is different from the Entitled Accommodations, then the Hospital shall transfer the Beneficiary for provision of Medical Facilities to the Entitled Accommodations immediately subject to its availability. It is clarified that even if the category of accommodations / beds as are selected by the Beneficiary is higher than the Entitled Accommodations, the company shall be liable to pay to the Hospital Corporate Rates for the category of accommodations / beds as are selected by the Beneficiary.
- 3.9 In cases where the beneficiary of it's dependents with to avail medical facilities on Hospital Out-Patient Care (OPD) or Hospital In-Patient Care (IPD) on personal account without an Authorization letter, he/she shall produce the following:
- i. Personal identification proof
 - ii. Company's ID Proof
 - III. Medical Insurance number.

Subrata Chatterjee
Chief Medical Officer
Indraprastha Institute of Medical Sciences, Hiraekud

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

The billing of the availed medical facilities shall be done in the name of beneficiary and the company shall not be made liable to pay the Hospital charges for the facilities availed by the beneficiary who availed such services on personal account.

ARTICLE 4 – BILLING:

- 4.1 Upon discharge or death of the beneficiary, as the case may be, the hospital shall raise its Final Bills on the company or beneficiary as the case may be as specified in the Authority letter.
- 4.2 The hospital shall bill all Medical Facilities provided by it to the beneficiary at corporate rates and all non medical items as the rates prevailing for the time being in force. However, the hospital shall intimate any exclusion, inclusion and revision in the hospital rates before 30 days from the date of commencement of same.
- 4.3 The Hospital shall extend a corporate discount of i.e. 10% (ten) on the Inhouse Investigations & Room Rates only. There with no discount extended on following heads – Medicines, Consumables, Procedures/Surgeries, Doctor Fee, Implants / prosthesis, Packages and any diagnostic tests or procedures done from outside.
- 4.4 That any procedure / investigation for which facility is not available at the Hospital but is felt essential, shall be done by Hospital from outside agencies and shall be billed as per actual. For such cases, transportation of patient in ambulance of the hospital shall be charged extra as per rate of the Hospital.
- 4.5 That Medicine shall be supplied to patient on discharge for a period of 07 (Seven) days maximum to only for indoor patients and the hospital shall include the same in the bill. The hospital shall exclude items as enforced by the company, subject to production of list of items to be excluded at the time of execution of this Agreement.
- 4.6 That ICU / HDU / NICU / PICU / Casualty facility / service/ Critical Care Beds shall not be treated as Bed Charges. The hospital reserves the right of admission for these facilities / services on the medical need of the patient and hospital shall raise bills as per agreed tariffs.
- 4.7 Upon discharge or death of the Beneficiary, the Hospital shall have the Final Bill signed by the Beneficiary or their next of kin, as the case may be. The Final Bills with signatures of the Beneficiary or their next of kin, as the case may be, together with the Authorization Letters shall be forwarded to the company for payment within Fifteen (15) working days of discharge or death of the Beneficiary as the case may be if as per the authorization letter company is liable has agreed to pay the bills on behalf of such beneficiary.

Subrata Chatterjee
S.S. Datta
Rajendra Kumar
Hirakud
Industries Limited, Hirakud

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

ARTICLE 5 – RIGHTS AND OBLIGATION OF PARTIES:

- 5.1 The company shall within 30 days of receipt of the undisputed Final Bill raised by the hospital on the company for providing medical facilities to the beneficiary, pay the amount mentioned in the final bill by cheque or bankers cheque or demand Draft or EFT drawn in the favour of **Hi-Tech Medical College & Hospital** payable at Bhubaneswar.
- 5.3 In the event of the company failing or neglecting in paying the Final Bills which are not disputed as raised by the Hospital on the Company within the stipulated period mentioned in Clause 5.1 above, the Hospital shall be entitled to charge and the Company shall be liable to pay interest at the rate of 12% per annum on the amount payable under the Final Bills from the expiry of the period mentioned in Clause 5.1 above until payment.
- 5.4 The company hereby undertakes to pay all the Final Bills raised by the Hospital on the company as mentioned in Clause 5.1 above and the company hereby indemnifies the Hospital and shall always keep the Hospital indemnified of from and against all costs, charges, expenses, losses and or damages incurred or at any time suffered, caused or sustained by the Hospital due to or on account of non payment of the undisputed Final Bills raised by the Hospital on the company.
- 5.5 The Hospital agrees to indemnify and keep indemnified the company, its directors, officers, employees and representatives against any claims of damages and injuries which may arise out of or in consequence of the negligence in the course of medical treatment by the Hospital.
- 5.6 The Parties hereto agree that the terms and conditions of the Agreement and other confidential information shall not be disclosed to any third party without prior written consent from the non-disclosing party, unless such disclosure is required by law.
- 5.7 Notwithstanding anything to the contrary in the Agreement, Neither Party will be liable to the other for any failure to perform or for any delay in performance of its obligations hereunder caused by Acts of God, fire, flood, earthquake, epidemic, power outage, outbreak of hostilities, riot, civil disturbance, acts of terrorism, strike, lockout or industrial action or labour dispute, embargo, interference by civil or military authorities, acts, regulations or orders of any Governmental authority in their sovereign capacity, acts of war (declared or undeclared) of any kind which are not restricted to the affected Party's workforce, or any cause or circumstances whatsoever beyond its reasonable control (collectively "Force Majeure"). In the event of threatened or actual non-performance of any obligation hereunder as a result of Force Majeure, the non-performing Party will exercise commercially reasonable efforts to avoid and/or cure such non-performance. In the event a particular Force Majeure event continues for a continuous period of at least forty-five (45) days, either Party shall be entitled to terminate this Agreement upon giving the other Party written notice of fourteen (14) days.

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PGDM Faculty
Regd. No. - 1281
Chief Medical Officer

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

- 5.8. The company hereto shall not transfer its rights or obligations under the Agreement in any manner what so ever without the prior written consent of the Hospital.
- 5.9 The Agreement between the Parties hereto in on Principal to Principal basis and is not intended to create a relation of a Principal and an Agent.
- 6.0 Neither party shall in any event be liable to the other party for any special, indirect, incidental, consequential, exemplary, punitive, tort or strict liability damages of any nature or kind whatsoever, however caused including but not limited to lost profits, loss or production, loss of business, whether or not the possibility of such damages could have been reasonably foreseen and even if advised of the possibility of such damages.
- 6.1 To the maximum extent permitted at law, and notwithstanding anything contained in this contract to the contrary, the company's total liability to the Agreement, whether arising in contract, tort, negligence, warranty or otherwise, shall not exceed the value of annual charges payable to the Hospital as per the terms of the Agreement and any amendments thereto.

ARTICLE 6-TERMINATION AND CONSEQUENCES:

- 6.1 Either party shall, without prejudice to the other rights and or remedies the Hospital may have whether under the Agreement and or Law, be entitled to terminate the Agreement forthwith upon the happening of any of the following events:
- 6.1.1 If either party commits a breach of any of the terms conditions or obligations of the Agreement and fails to rectify / remedy the same within 7 days or receipt of a notice from the party to rectify / remedy such breach.
- 6.2 The Hospital as well as the company shall be entitled to terminate the Agreement without assigning any reason whatsoever by giving at least 30 days prior written notice in that behalf to the other Party hereto.
- 6.3 Upon expiry or termination of the Agreement,
- 6.3.1 The Hospital shall not provide Medical Facilities to the Beneficiary under the Agreement.
- 6.3.2 If the Hospital is already in the process of providing Medical Facilities to the Beneficiary, the Hospital shall be entitled to continue providing Medical Facilities to the Beneficiary until discharge or death of the Beneficiary, as the case may be, and in such an event, the Hospital shall be deemed to be providing Medical Facilities to the Beneficiary in terms of the Agreement as if the same was subsisting and valid.
- 6.3.3 The company shall be liable to and shall forthwith pay to the Hospital all undisputed amounts due and payable under the Agreement by the company to the Hospital.

- 6.3.4 Any information shared as confidential information shall survive in perpetuity even after the termination of the contract.

ARTICLE 7-INDEMNITY

- 7.1 Each Party hereby indemnifies the Other Party and shall always keep the other Party indemnified of from and against all costs, charges, expenses, losses and or damages incurred or at any time suffered, caused or sustained by the other party due to or on account of any default, negligence or any breach or default of any of the terms and conditions of the Agreement.

ARTICLE 8-MISCELLANEOUS:

8.1 Words and Phrases:

For the purpose of the Agreement, words, terms, phrases, and their derivations shall have the meanings given in the Agreement, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory, except where noted. Where the following definitions are in conflict with definitions in law, it is the express intent that the definition in the applicable law shall take precedence.

8.2 Notice:

Any Notice or intimation required to be given under the Agreement shall be deemed to be duly served;

- (a) In the case of notice or intimation to the Hospital, if it is sent to its address stated above (unless change of address has been duly intimated in to the company) by registered post acknowledgement due and by hand delivery duly acknowledged, and
- (b) In the case of notice or intimation to the company, if it is sent to its registered office at the address stated above (unless change of address has been duly intimated in writing to the Hospital) by registered post acknowledgement due or by courier or by a facsimile transmission.

8.3 Partial Invalidity:

If any provision of the Agreement is declared by any judicial or any competent authority to be void, voidable, illegal or otherwise unenforceable, then the same may be severed from the Agreement and the remaining provisions thereof shall remain in full force in effect unless either Parties mutually decide that the effect of such declaration is to defeat the original intention of the Parties in which event, shall be entitled to terminate the

Subrata Chatterjee
IBBS PGDM Faculty Member
Signature

Signature
Chief Operating Officer
Jai-Teck Medical College & Hospital
Basidighat, Shubaneswar-25

Agreement or the Parties hereto shall amend the provision in such reasonable manner as it achieves the intention of the Parties hereto without illegality. No amendment or modifications to this Agreement shall be valid unless the same is agreed in writing by the Parties hereto and issued as an amendment to this Agreement.

8.4 Non-Waiver:

No failure or delay on the part of either party to exercise any right they may have under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other future exercise thereof or the exercise of any other right. The remedies herein are cumulative and not exclusive of any remedies provided by law or otherwise.

8.5 Headings:

Headings contained in the Agreement are for reference purpose only and should not be incorporated herein and shall not be deemed to be an indication of the meaning of the Clause and or Sub Clause to which they relate. In case of conflict between the two, the contents of the Clause and or the Sub Clause shall prevail.

8.6. Representations and Warranties:

The Hospital has entered into the Agreement with the Company on the representations and declarations made by the company that it is within its objectives to enter into and execute the Agreement and perform its obligations hereunder and the execution of the Agreement does not violate and is consistent with its memorandum and Articles of Association and other constituent document.

8.7 The Agreement sets forth the entire intent and understanding between the Parties relating to the subject matter hereof and supersedes all related prior negotiation, discussion, contracts and covenants whether in writing or oral.

8.8 The Parties hereto agree and acknowledge that this contract is on principal-to-principal basis and does not create a partnership, joint venture or any other relationship between the Parties, same the relationship specifically set out hereinbefore and solely for the limited purposes as stated herein. Each party shall conduct its business in its own name and shall be solely responsible for its acts, conduct and expenses and the acts, conduct and expenses of its own employees and agents.

8.9 Governing law / Dispute Resolution:

This Agreement shall be governed under the laws of India. The courts of Bhubaneswar shall have the jurisdiction to try and or entertain any disputes, provided however that the arbitration proceedings shall be conducted in terms of the arbitration clause.

Arbitration:

It is agreed that in case of any dispute or difference between the Parties hereto as to construction, meaning or effect of the Agreement, or any part thereof or the rights and or liabilities of the Parties under the Agreement, the same shall be settled amicably between the Parties within 30 days from the date of service of the notice to that effect.

Any or all disputes which cannot be resolved by mutual discussion between the Parties to the contract within 30 days from the date of notification of such dispute, the same dispute shall be referred to three bench arbitration, wherein the Hospital shall appoint one arbitrator and the company shall appoint the Second Arbitrator and both arbitrators shall mutually decide on the third appointment of the third arbitrator. The arbitral proceedings shall be governed by the Arbitration and Conciliation Act 1996 as amended. The place of arbitration shall be **Bhubaneswar** and the language of the arbitration shall be English. The Parties further agree that any arbitration award shall be final and binding upon the Parties.

The Parties hereto agree that both the Parties shall be obliged to carry out its obligations under the Agreement even in the event a dispute is referred to Arbitration unless the dispute is of such a nature that it is not possible to carry out the obligations.

The documents and annexures which are attached with the Agreement shall form an integral part of the Agreement

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed by their respective authorized representatives.

For and on behalf of

Hindalco Industries Limited


(Name of authorized Signatory)
Subrata Chatterjee
Regd. No. - 11251
Chief Medical Officer
Hindalco Industries Limited, Hirakud

Witness:

For and on behalf of

**Hi-Tech Medical College &
Hospital, Bhubaneswar**


(Name of authorized signatory)
Chief Operating Officer
Hi-Tech Medical College & Hospital
Health Park, Rasulgarh, Bhubaneswar-25

Witness:

Biswadeep Sen,
Corporate Manager