

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL


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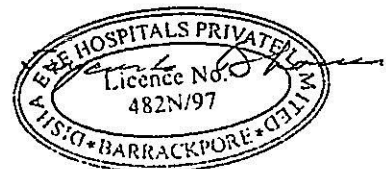
### MEMORANDUM OF AGREEMENT

An agreement made and entered into this day of 19 day of Dec., 2024 between National Institute of Technology, Agartala, represented by the Registrar (herein after called "NITA" which expression, unless repugnant to or excluded by context, shall include its successors-in office and assigns) of the one part and the "NITA beneficiary" is limited to only regular faculty members and non-teaching staffs and their legally dependent family members.

AND

Mr. Jayanta Bhowmick, Chief Operating Officer, authorized signatory of **DISHA EYE HOSPITALS PVT LTD (ALL UNITS), Barrackpore, Palta, Newtown, Durgapur, Siliguri, Burdwan, Berhampore, Asansol, Sherapuly, Mourigram, Mecheda, Behala, Gariahat, Barasat, Sinthi,**

  
Registrar  
NIT, Agartala



Arambag, VIP, (Reg. Address : 88(63A) Ghoshpara Road Barrackpore Kolkata 700120) of the second part.

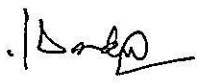
WHEREAS Disha Eye Hospitals Pvt Ltd has agreed to give the treatment in eye (Ophthalmology) facilities to serving NITA Beneficiaries.

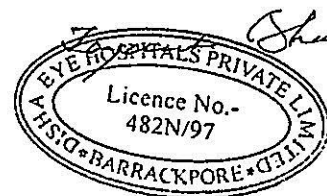
General Services: Ophthalmology

Specialized Services: Cataract / Glaucoma, Retinal Medical Retina / Surgical Retina, Cornea- excluding corneal transplant, Oculoplasty & Adnexa, Strabismus.

WE, THEREFORE, THE PARTIES HERE TO AGREE AS FOLLOWS:-

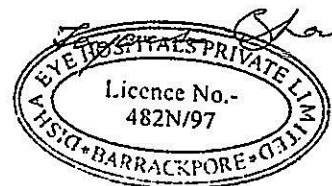
1. The hospital will charge NIT Agartala beneficiaries or his/her dependent family members for OPD, day care and IPD patients within the ceiling limits as described and contained in the prevalent CGHS Kolkata rates, 2024 and subsequent changes in that rate thereafter. If rate for any item of investigation or procedure is not included in the CGHS rate chart then bills for such would be raised as per hospital rates with discount @ 5%.
2. All IPD and package treatment for regular employees and their dependent family members of NITA will be cashless but OPD treatment will be on payment basis. In case of contractual employees (excluding family members) all kind of treatments will be on payment basis. For both kind of employees billing will be generated as per the CGHS rate mentioned in clause no:1.
2. It shall, in no event, charge an amount more than the amount agreed to whose details are given in the Annexure -1 from any NITA beneficiary for a period of 03 (Three) years from the date of signing of this agreement or until such time the prescribed rates are revised by the Central Government which ever is earlier.
3. It shall not discriminate in the provisions of the facility in any manner whatsoever against the NITA beneficiary receiving treatment in the hospital as compared to any other patient of equal status and coming for treatment in the hospital.
4. In emergency, the hospital will not refuse admission or demand for an advance money from the NITA beneficiary or his family members and provide medical treatment facilities to the patient on production of valid NIT Agartala ID Card and a referral letter from notified NIT Agartala authority may not be insisted upon from him. However, after admission in Hospital, the hospital authority will inform the notified NIT Agartala authority, who will send the referral letter through the patient or his/her representatives within 48 working hours from the time of admission, failing which it will be treated as normal patient. In case of family members, the NIT Agartala medical identity card issued by NIT Agartala authority will be produced by the patient or may be verified from the NITA website.

  
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5. The Hospital shall provide access to the financial and medical records for own assessment and review by medical and financial auditors of the NITA as and when necessary and requirement shall be final.
6. Any liability against the hospital arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital who shall alone be responsible for the defect in rendering such services.
7. In any case of complaint of overcharging, the NIT Agartala may after factual enquiry de-recognises the hospital, whose decision shall be final, without any notice and this shall be without any prejudice to any other action to be taken including recovery of overcharged amount.
8. During In-patient Department (IPO) treatment of the NITA beneficiary, the hospitals would not ask the beneficiary to purchase separately medicines from outside.
9. On production of NITA Identity Card and a valid referral by the NITA, mentioning the bed entitlement, the hospital would provide the cashless treatment facilities to the NIT beneficiaries subject to the condition that after commencement of the procedure/treatment, the NITA Beneficiaries is required to submit Medical form -97 under provision of CS (MA) Rules 1944/Medical-2004 Form Set (for CGHS beneficiary) duly filled in on completion of the procedure/treatment.
10. For in-door patients after treatment and discharge of the patient the hospital ( or treated branch) will raise bills towards cost of treatments as per CGHS rates and submit the bills directly to the office of the Registrar NIT- Agartala, Jirania, West Tripura, Tripura Pin:799046. NITA will process the bills for payment to the hospital concerned within 30 (thirty) days from the date of receiving the hard copies..
11. Any other services provided by the hospital to the NITA beneficiaries not included in the package deal within the purview of CGHS or not, but essential for recovery from illness or NITA beneficiaries given consent for better services or product, payment for such services be realized by the hospital from the NITA beneficiary before discharge from the hospital.
12. This Agreement contains the entire terms and conditions between the two parties and nothing outside this Agreement shall be valid and binding. This Agreement can be modified or altered only on written agreement signed by both the parties.
13. The Agreement shall remain in force for a period of 3 three years, but can be extended with mutual consent of both the parties.
14. Should the hospital get wind up or partnership is dissolved, the NIT Agartala shall have the power to terminate the agreement but termination of the agreement shall not relieve the hospital or their heirs

  
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and legal representatives from the legal liability in respect of the services provided by the hospital during the period when the Agreement was in force.

15. The NIT Agartala shall have lien and reserve the right to retain and set off against any sum which may from time to time be due to and payable to the hospital here under any claim, which the NIT Agartala may have against the hospital under this or any other agreement.

16. The first party and second party shall be at liberty at any time to terminate this agreement by giving one month notice in writing to each other for breach of any of the terms and conditions of this agreement and the decision of the both the parties in this regards shall be final. However, each side will be given opportunity to present its position before any decision to terminate the agreement is taken.

17. In the event of any question, dispute or difference whatsoever at any time arising under the conditions of Agreement or in any other manner under this Agreement or in any way relating there to or the true meaning or interpretation of any of the provisions thereof (except as to any matters for which the specifically provided for in the condition of Agreement) the same shall be referred the decision to an Arbitrator as per the provisions of Arbitrator and Conciliation Act, 1996 and all disputes will be subject to Agartala jurisdiction.


18. The hospital shall pay all expenses incidental to preparation and stamping of this agreement.

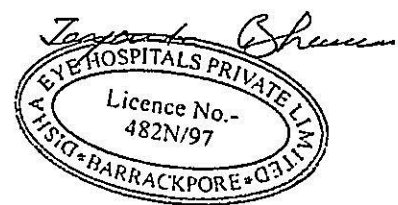
19. All notices and references here under shall be deemed to have been duly served and given to the hospital if delivered to the hospital or their authorized agent or left at consent by registered post to the address stated herein before and to the Director, NIT Agartala or sent by registered post or left at his office during office hours on any working day.

20. The Agreement shall be prepared two copies in original and one copy each shall be kept by the hospital.

21. For any query or information regarding NITA beneficiary, office of Dean (FW)/Registrar may be contacted and the details are given in the [www.nita.ac.in](http://www.nita.ac.in).

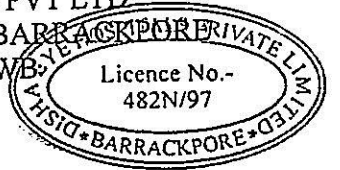
In witness whereof, the Registrar on behalf of the NIT Agartala and above named 'Hospital' have here into set respective hands the day and year first above written.

  
Registrar  
NIT, Agartala



*[Signature]*  
 Signed by Col. (Dr.) Ashish Banerjee  
 Registrar, NIT Agartala

*[Signature]*  
 Signed by  
 DISHA EYE HOSPITALS PVT LTD  
 88 (63A) GHOSHPARA ROAD, BARRACKPORE  
 KOLKATA 700120, WB



1. Witness  
 Signature *[Signature]* 19/12/24  
 Name Dr. Mithun Roy (Dem F/w i/c)  
 Address NIT Agartala

2. Witness  
 Signature *[Signature]*  
 Name Dr. Aminban Datta  
 Address Dept. of MHS  
 NIT Agt.

1. Witness  
 Signature *[Signature]*  
 Name TUBAI DEB  
 Address 88(63A) Ghoshpara Road  
 Barrackpore. 700120.

2. Witness  
 Signature *[Signature]*  
 Name MANIK DAS  
 Address 88(63A) Ghoshpara Road  
 Barrackpore

### ANNEXTURE

DISHA BRANCH NAME	ADDRESS
1. Barrackpore	88 (63A), Ghoshpara Road, Kolkata- 700120. West Bengal
2. Palta (Annx)	A unit of Barrackpore
3. Sheoraphuly	14, Grand Trunk Rd, Sheoraphuli, West Bengal 712223
4. Durgapur	RD - 100, Palasdiha, Durgapur - 713208
5. Mourigram	VIII.+P.O. Duila. P.S. Sankrail, Mourigram, Near Mourigram Rail Station, Howrah, West Bengal 711302
6. Sinthi	277/4 B.T. Road 2nd Floor, Sinthi, Near Ghosh Para Bus Stop, Kolkata, West Bengal 700036
7. Barasat	1090, Krishnanagar Road NH 34, 11 No. Railgate, Barasat, Kolkata, West Bengal 700126
8. VIP	RGM 17/201, Raghunathpur North, VIP Road, Teghoria, Opp. Teghoria Taxi Stand, Kolkata, West Bengal 700059
9. Behala	620, Diamond Harbour Road, Behala Commercial Estate Complex- II, Behala Chowrasta, Kolkata, West Bengal 700034
10. Gariahat	4th floor Citi Mart Building, 169, Rash Behari Ave, Kolkata, West Bengal 700029
11. Berhampur	69/A, LALDIGHI PLAZA FLOOR 3+4+5, RABINDRANATH TAGORE ROAD (NEAR IT OFFICE), Berhampur, West Bengal 742101
12. Burdwan	Bhangakuthi BSNL Tower, 310, Grand Trunk Rd, Khagragorh, Bardhaman, West Bengal 713101
13. Siliguri	H/3011 New Sevoke Road Near Don Bosco, More, Siliguri, West Bengal 734001
14. Rajarhat	No 29, DG- 20/22, Premises, 0327, Action Area 1D, Newtown, New Town, West Bengal 700156
15. Arambagh	342/A, Link Road, Basantapur More P.O. & P.S, Arambagh, West Bengal 712601
16. Mecheda	Santi Novel Health LLP Campus, Tamluk Road, Santipur, Pin - 721137
17. Asansol	9/190, ANAND APARTMENT, APCAR GARDEN, ASANSOL, Kumarpur, Barabani, West Bengal, 713304

*[Signature]*

