

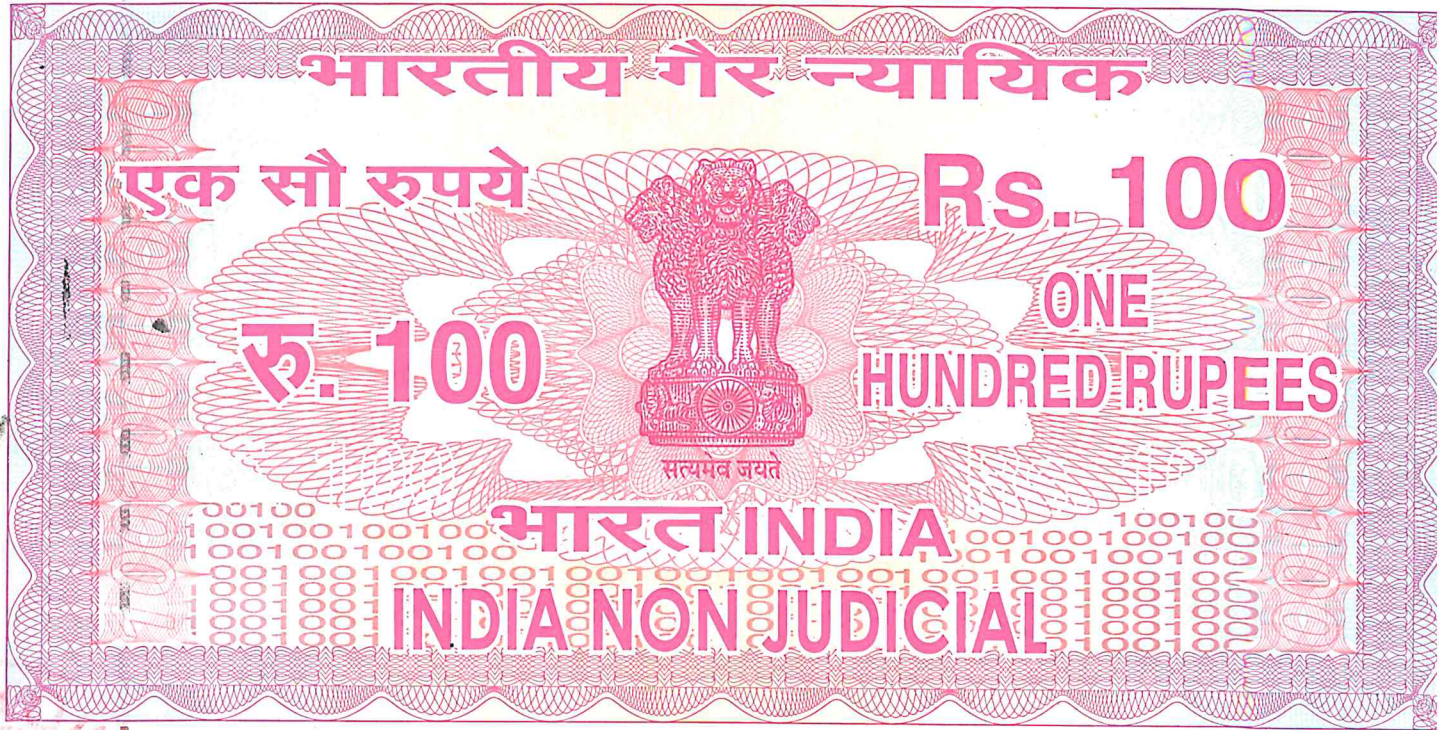
PHC- Siddhanerli, Tal- Kagal  
Dist- Kolhapur.

1664  
2024.

Pradhan Mantri Sukshita Matrutva Abhiyan  
(PMSMA).

Duration upto - 27/6/2024 to 27/6/2026.





महाराष्ट्र MAHARASHTRA

2023

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24 JUN 2024

दिनांक

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स्टॅम्प किंमत रु.

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वांचे रु. ( 900 ) दिने स्टॅम्प कोड क्र. २६०१०२५  
ऑफिडेव्हीट, कमारपत्र, नॉलेज, पुढपत्र व करेदी पत्र



18 JUN 2024

STAMP HEAD CLERK  
TREASURY OFFICE  
KOLHAPUR (M S)



AGREEMENT.

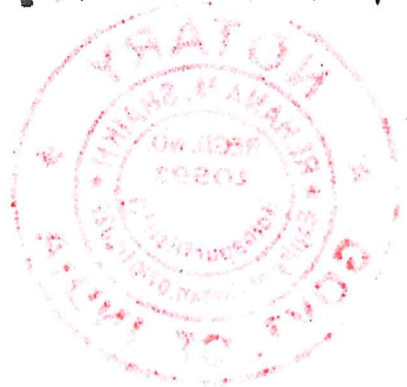


This Agreement is executed on this 27<sup>th</sup> day of June 2024.

BY AND BETWEEN

Dr.D.Y.Patil Medical College Hospital and Research Institute Kadamwadi, Kolhapur a private limited company incorporated under the Companies Act, 1956, having its registered office at





Kadamwadi, Kolhapur represented by its **authorized signatory and employee, Mrs. Vaishali Gaikwad.**

(Hereinafter referred to as "Service provider" which expression shall unless it be repugnant to the context mean and include its successors and permitted assigns) of the **FIRST PART;**

**AND**

**Primary Health Center - Siddhanerli (Kagal), a Hospital operational under Zilha Parishad, Kolhapur** located at Siddhanerli, Tal. Kagal, Kolhapur, represented by its **authorized signatory Mangala Annasaheb Ainapure.**

(Hereinafter referred to as "**Hospital**" which expression shall unless it be repugnant to the context mean and include its successors and permitted assigns) of the **SECOND PART;**

Service Provider and Hospital shall be individually called as '**Party**' and collectively as '**Parties**'.

**WHEREAS:**

- A. Hospital is in need of assistance for providing diagnostic services to their needy patients under directions as per Pradhan Mantri Surakshit Matritiva Scheme (PMSMS) in USG.
- B. Service Provider is desirous and ready to provide USG services such as Obstetric (Early Pregnancy) and Obstetric (Anomaly Scan) under terms and conditions of this agreement.
- C. Based on the representations, warranties and indemnities of each party, the parties are entering into this agreement to record the detailed terms and conditions on which Service Provider provides the services to the Trust.

**NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND, MUTUAL COVENANTS, PROMISES, AGREEMENTS AND PROVISIONS SET FORTH HEREINAFTER, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES, WITH THE INTENT TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:**

**.1. Definition:**

"**Diagnostic Testing Services**" shall mean the testing services of obstetric and Obstetric (Anomaly Scan) made available and provided by Service Provider to the referred Patients of Hospital (as defined hereinafter) at its own center under Pradhan Mantri Surakshit Matritiva Scheme (PMSMS) in USG.

**.2. INTERPRETATIONS:**

Except where the context requires otherwise, this Agreement will be interpreted as follows:

1.2.1. References to an "agreement" or "document" shall be constructed as a reference to such agreement or document as the same may have been amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document and, if applicable, of this Agreement with respect to amendments;



1.2.2. The words "include", "including", "for example" or "such as" are not used as, nor is it to be interpreted as, a word of limitation and when introducing an example, do not limit the meaning of the words to which the examples of a similar kind apply;

1.2.3. The terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this agreement as a whole; and

1.2.4. In the absence of a definition being provided for a term word or a phrase used in this Agreement, no meaning shall be assigned to such term word of which derogates or detracts in any from the intent of this Agreement.

## 2. ENGAGEMENT AND OBJECT:

2.1 The Hospital proposes to engage Service Provider on an exclusive basis with respect to the provision of Diagnostic Testing Services and Service Provider agrees and undertakes to perform such Services on the terms of conditions as set forth hereunder during the Term of this Agreement.

2.2 During the Term of this Agreement, the parties may, by mutual consent, increase or introduce additional services into the Services detailed herein from time to time ("Additional Services").

2.3 With effect from the date of execution of such Addendum or such other data as shall be mutually agreed between the parties:

2.3.1 The Addendum shall be deemed to be part and parcel of this Agreement;

2.3.2 The Additional Service shall form part of the "Services" and the word "Services" as captured in this agreement shall be deemed to include the Additional Services;

2.3.3 All the other terms and conditions of this Agreement shall apply and govern the Additional Services

2.4 Subject to the terms of this Agreement, the object and purpose of this Agreement shall be;

2.4.1 To avail a Cash Free USG Diagnostic service to needy referred patients of Hospital with state-of-the-art technology for facilitating the provisions of services; and

2.4.2 To give permission for displaying service provider's logo within premise at conspicuous place of hospital by intimating to Hospital at its fit; and

2.4.3 Assistance from Hospital on an ongoing basis during the Term of this Agreement in line with the terms and conditions laid out herein.



### 3. COLLECTION OF PAYMENTS:

A) Hospital shall pay Services provider the payment against USG services provided by Service Provider as per Rate list under this agreement subject to revision of Rate List of the services time to time.

B) The Hospital indemnify and keep harmless Service Provider Against diagnostics charges of Services Provider payable by patients of Hospital to whom credit facility provided under Government Scheme or applicable laws.

### 4. COMMERCIAL TERMS:

4.1 In consideration for the provisions of the Services by Service Provider, Service Provider shall be entitled to claim, receive and/or recover its charges as per Rate list specified herein, from Hospital within **45 days (Forty-Five Days)** from receipt of invoice of Service Provider. ("**Payment Due-Date**").

4.2 The parties hereby agree and ensure that all amount in respect of services would be deposited into the Bank Account ("**Bank Account**") of the respective parties as they notified in writing to each other time to time. And receipt of acknowledgement against the same shall be provided to each other.

4.3 All amounts set out in this Agreement shall be inclusive of all applicable Law time being in force.

4.4 Notwithstanding anything contained in this Agreement, with respect to patients referred by the Hospital to Service Provider, the Hospital shall be liable to Service Provider on account of non-payment by the said Patient(s) of any of bills raised for provision of Diagnostic Services

4.5 All payments due and payable under this Agreement shall be paid in full by Hospital within the timelines provided herein. (Each such timeline a "**Payment Due-Date**").

4.6 Notwithstanding the right of Service Provider to terminate this Agreement in the manner as set forth in clause 9.2.1, in the event that Hospital delays in making payments due to Service Provider beyond Payment Due-Date, the Hospital agrees and acknowledges that Service Provider shall be entitled to levy a penal interest for such delayed payment at the rate of interest equal to one per cent per month of delay' and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof for any period during which such default subsists.

4.7 Without prejudice to the other rights and remedies available to Service Provider, Hospital agrees and acknowledges that Service Provider shall be entitled to



suspend provision of the service without any liability during any period when payments remain outstanding beyond the Payments Due-Dates.

- 4.8 The Hospital accepts and acknowledges that all costs to be incurred by Service Provider in the course of provision of the Services set forth in this Agreement, shall be paid at actuals within 45 days from the date of provision of the supporting bills and such other documentation by Service Provider. Service Provider.

## 5. CONVENANTS AND OBLIGATIONS OF HOSPITAL

### 5.1. The Hospital shall:

- 5.1.1. Shall mandatorily refer all in-patients, walk-ins, out-patients as well as patients referred to by other hospitals, medical institutions, doctors, consultants, etc ("Patients") requiring diagnostic services to Service Provider, and the Patients shall be entitled to avail the Diagnostic Testing Services
- 5.1.2. Maintain transparency in all financial transactions and make payments towards all amounts due under the terms of this Agreement in a timely manner;
- 5.1.3. Ensure books and records in respect of the Diagnostic Testing Services maintained by the Hospital shall be available for inspection anytime by Service Provider;
- 5.1.4. The engagement under this Agreement shall be exclusive with Service Provider and the Hospital (*including its affiliates and subsidiaries*) shall not be during the Term of this Agreement to, directly or indirectly (i) enter into any similar arrangement with any other Person for the Provision of services; and/or (ii) undertake provision of same or similar services by itself.

## 6. OBLIGATIONS OF SERVICE PROVIDER

### 6.1. Service Provider shall:

6.1.1. Maintain and record details of the Diagnostic Testing Services availed by the Patients in accordance with Applicable Law. It is understood that the records maintained by Service Provider are and shall remain the same property of Service Provider and will not be removed or transferred from its possession, except in accordance with requirements of Applicable Law.

6.1.2 Upon the provision of Diagnostic Testing Services, subject to the arrangement between the Parties as set out in Annexure A, the Hospital or Service Provider shall raise invoices on the Patients availing the Diagnostic Testing Services and receive payments in respect thereof.

6.1.3 Ensure the Diagnostic Testing Services as per agreed list of tests are available at any point of time during agreed working hours;



## 7. MISCELLANEOUS:

7.1.1 The Parties shall maintain proper books and records evidencing the Diagnostic Services provided, invoices raised and payments received in respect of such Patients.

### 7.1.2 Rate list:

a) Parties hereby agree that, rates of Diagnostic Testing Services will be provided to Hospital by Service Provider from time to time, after completion of every year or before thereof subject to giving intimation to Hospital, Service Provider will revise rates by – 10% on the existing rates thereof.

b) Rate list applicable on the death of this agreement is attached and more specified at "Annexure A"

## 8. REPRESENTATION AND WARRANTIES

8.1 Each Party hereby represents and warrants to the other party as follows:

8.1.1. It is validly existing under the Applicable Laws;

8.1.2. It has the power and authority to execute and deliver this Agreement. The execution and delivery of this Agreement has been duly authorized and approved and does not require any further authorization from any Person;

8.1.3. It has not taken any action and no other steps have been taken or legal proceedings started by or against it for declaring it as insolvent.

## 9. TERM AND TERMINATION

### 9.1 Term:

9.1.1. The term of this Agreement shall be commenced from 27.06.2024 to 27.06.2026 (Two years) unless terminated in accordance with the provisions contained herein ("Initial Term").

9.1.2. This Agreement may be renewed beyond the Initial Term as mutually agreed between the Parties ("Renewed Term").

9.1.3 The Initial term and any Renewed Term shall for the purpose of this Agreement be collectively referred to as "Term".

### 9.2. Termination:

9.2.1. Either Party may terminate this Agreement with immediate effect if any of the following events occur:

a) The other Party breaches any provisions of this Agreement and fails to cure such breach within Thirty (30) days after receipt of notice of such breach from the non-breaching party;



b) A continuing event of force majeure as mentioned in Clause 9 herein below extending for a period exceeding 6 (six) months.

9.2.2. Either Party may terminate this agreement without cause by providing ninety (90) days prior written notice of such termination.

9.2.3. The termination of this Agreement in accordance with Clause 8 shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this agreement under this Agreement attributable to events or circumstances occurring prior to such termination; (b) any provision which by its nature is intended to survive termination, including the provisions of Clause 07 (Miscellaneous Provisions), Clause 8 (Representations and Warranties), Clause 9 (Term and Termination), Clause 14.1 (Confidentiality), shall survive the termination of this Agreement pursuant to this Clause 9.

## **10. FORCE MAJEURE**

10.1. Neither Party be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to acts of gods, acts of war, insurrection, revolution, terrorist activity, cyber-crime, earthquake, fire, flood, embargo, riot, sabotage, power failure, labor shortage or dispute, strikes, lock-outs, governmental acts or other issues which are not under its control or any other cause which could not have been foreseen by the concerned party.

10.2. Failure or delay in performance by the concerned party shall be excused only during the continuance of such force majeure. As soon as the force majeure is removed or ceases to be exist, each Party shall perform its respective obligations in acceptance of this Agreement.

## **11. DISCLAIMER OF WARRANTIES**

11.1. Service Provider does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness or third-party content including but not limited to any information pertaining to the patients.

## **12. LIMITATION OF LIABILITY**

12.1. Notwithstanding anything contained elsewhere in this Agreement, in no event shall Service Provider be liable to the Trust or anyone claiming under the Hospital for the cost or loss including but not limited to any special, exemplary, consequential, incidental, punitive, or indirect damages on any theory of liability, whether in contract, tort (including without limitation negligence), strict liability or otherwise. The limitation set forth in this section shall apply even if the Parties are advised of the possibility of such damage.

12.2. The liability, risk and responsibility pertaining to veracity of the information contained in reports provided by the Patient or clinical information provided by the Hospital shall vest with the Hospital and/or Patient. Service Provider is liable solely for the veracity of the results generated vide Diagnostic Testing Services ("Results") and shall not be held liable for any liability arising out if reliance on reports and clinical information provided by hospital and/or Patient, though the Results may corroborate the findings of such reports and/or clinical information.



### 13. INTELLECTUAL PROPERTY

13.1 Each Party shall retain all rights, title and interest in and to its Intellectual Property, and nothing shall or shall be constructed to restrict, impair, transfer, license, convey or otherwise alter or deprive either Party of any of its rights or proprietary interests therein.

13.2 All rights, title and interest in and to Intellectual Property developed in the course of performance of Diagnostic Testing Services shall solely vest with Service provider.

13.3 Neither Party may use the other Party's Intellectual Property for any purpose other than as for the purposes are set out under this Agreement.

### 14. MISCELLANEOUS

#### 14.1. Confidentiality:

14.1.1. The parties acknowledge and agree that it may gain access to or become familiar with the other Party's Confidential Information except as limited by Clause 14.1.2 below, the Parties undertake to keep confidential all Confidential Information received from the other Party pertaining to this Agreement.

14.1.2. Either party may disclose any Confidential Information per this 14.1.1

a) To such professional advisors, consultants and employees or officers of its group as are reasonably necessary to advise on this Agreement, provided that the disclosing party procures that the people to whom the Confidential Information is disclosed keep it confidential as if they were that party; or

b) With the written consent of the other Party; or

c) To the extent that the disclosure is required by law, regulation or a valid order issued by a court to governmental agency of competent jurisdiction, but shall use reasonable endeavors to consult the other Party and to take into account any reasonable request it may have in relation to the disclosure before making it.

14.2. **Governing Law and Dispute Resolution:** This Agreement shall be governed by the laws of India and the courts at Pune shall have the exclusive Jurisdiction. Any claim, controversy or dispute (collectively referred to as "Disputes") arising out of or under this Agreement. if not settled by mutual Agreement between the parties shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the parties. The arbitral proceedings shall be conducted at Pune in English and shall be governed by and constructed in accordance with the laws of India and such award shall be binding on the Parties.

14.3. **Amendments:** This Agreement may be amended, modified, superseded, or cancelled, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance.

14.4. **Waiver:** The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, shall not be constructed as waiver, or relinquishment for the future, of such obligations or



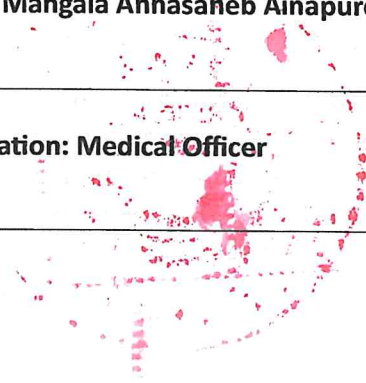
right, which shall remain and continue in full force and effect. Any waiver can only be made by a written instrument.

14.5. **Notices:** All notices and correspondences shall be made in writing and delivered at the addresses mentioned herein unless directed otherwise in writing by the Parties by any method that provides a proof of delivery.

14.6. **Counterparts:** This Agreement may be executed simultaneously in counterparts each of which shall be deemed to be an original but all of which shall constitute the same instrument.

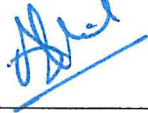
14.7. **Entire Agreement:** The Agreement, including any annexures or documents attached hereto, all of which are hereby incorporated by reference, shall be deemed to form a part of this Agreement and constitutes the complete and exclusive statement of agreement between the Parties and supersedes all prior agreements, understandings and communication of any kind by and between the parties, whether written or oral, with respect to the subject matter hereof.

**IN WITNESS WHEREOF,** the Parties have entered into this Agreement the day and year first above written.

|                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>For,</b><br><b>Dr.D.Y.Patil Medical College Hospital and</b><br><b>Research Institute Kadamwadi, Kolhapur.</b><br><br><br><b>(Authorized Signatory)</b> | <b>For</b><br><b>Primary Health Center - Siddhanerli</b><br><b>(Kagal).</b><br><br><br><b>Medical Officer (Group A)</b><br><b>(Authorized Signatory)</b> |
| <b>Name: Vaishali Vinayak Gaikwad.</b>                                                                                                                                                                                                        | <b>Tal. Kagal, Dist. Kolhapur.</b><br><b>Name: Mangala Annasaheb Ainapure.</b>                                                                                                                                                               |
| <b>Designation: Medical Superintendent.</b><br><b>Medical Superintendent</b><br><b>Dr. D. Y. PATIL MEDICAL COLLEGE</b><br><b>HOSPITAL &amp; RESEARCH INSTITUTE</b><br><b>KADAMWADI, KOLHAPUR - 416 003</b>                                    | <b>Designation: Medical Officer</b><br>                                                                                                                  |



**WITNESSES:**

|                                                                                              |                                                                                                     |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Signature:  | Signature:       |
| Name: <div>Asst. Registrar<br/>Dr. D.Y. Patil Hospital, KOLHAPUR</div>                       | Name: <div>लेखापाल (NRMH)<br/>प्राथमिक आरोग्य केंद्र, सिध्दनेर्ली<br/>ता. कागल, जि. कोरहापूर.</div> |
| Address.                                                                                     | Address.                                                                                            |



1664  
2024

**BEFORE ME**  
*Rehana M. Shaikh*  
Adv. Rehana M. Shaikh  
NOTARY GOVT. OF INDIA  
1171, 'C' Ward, Bhol Gelli, Raviwar Peth  
KOLHAPUR, Dist. Kolhapur (M.S.)

NOTARY PUBLIC  
STATE OF NEW YORK

Asst. Registrar  
Dr. D.Y. Patel Hospital, KOLHAPUR



NOTARY PUBLIC  
STATE OF NEW YORK

BEFORE ME  
ADV. REGISTRAR M. Shastri  
NOTARY GOVT. OF INDIA  
101, C. Ward, Kalyan, Dist. Thane, Maharashtra  
KOLHAPUR DIST. KOLHAPUR

**ANNEXURE A**  
**SCOPE OF SERVICES**

**1. MANNER OF RUNNING DIAGNOSTICS TESTS:**

- a) D.Y.PATIL will conduct Diagnostic procedure at accordance with prescription of referred Doctor and will record all the necessary information of the Patients as per applicable laws.
- b) D.Y.PATIL will provide the reports of concerned Patients to them as per mentioned herein this Agreement and in manner as per applicable laws.

**2. TESTS TO PROVIDED FOR PATIENTS :(Rate List)**

Obstetric (Early Pregnancy): Rs. 250/- Per scan/patient/report.

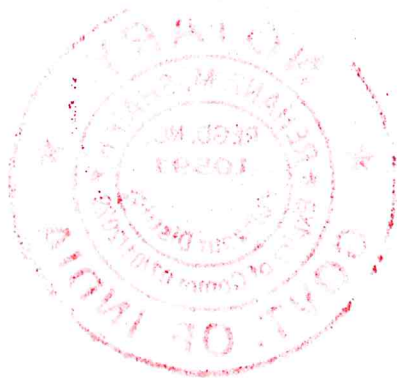
Obstetric (Anomaly scan): Rs. 400/- Per scan/patient/report.

All above rates are inclusive all taxes under applicable laws.



|                                                                                                                                                                                                     |                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>For,<br/><b>Dr.D.Y.Patil Medical College Hospital and<br/>Research Institute Kadamwadi, Kolhapur.</b></p> <p><i>(Signature)</i></p> <p><b>(Authorized Signatory)</b></p>                         | <p>For<br/><b>Primary Health Center - Siddhanerli<br/>(Kagal).</b></p> <p><i>(Signature)</i></p> <p><b>Medical Officer (Group A)<br/>P.H.C. SIDDHNERLI,<br/>(Authorized Signatory)<br/>Tal. Kagal, Dist. Kolhapur.</b></p> |
| <p><b>Name: Vaishali Vinayak Gaikwad.</b></p>                                                                                                                                                       | <p><b>Name: Mangala Annasaheb Ainapure.</b></p>                                                                                                                                                                            |
| <p><b>Designation: Medical Superintendent.</b></p> <p><b>Medical Superintendent<br/>Dr. D. Y. PATIL MEDICAL COLLEGE<br/>HOSPITAL &amp; RESEARCH INSTITUTE<br/>KADAMWADI, KOLHAPUR - 416 003</b></p> | <p><b>Designation: Medical Officer</b></p>                                                                                                                                                                                 |





Medical Superintendent  
Dr. D. Y. Patil Medical College  
Hospital & Research Institute  
KADAMBAJI, KOLHAPUR - 415 003



भारत सरकार  
GOVERNMENT OF INDIA



वैशाली विनायक गायकवाड  
Vaishali Vinayak Gaikwad  
जन्म वर्ष/YoB: 1971  
महिला Female



7106 7061 5644

आधार - सामान्य माणसाचा अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:

फ्लॅट नं. 501, वसंत वैभव  
अपार्टमेंट, ताराबाई पार्क,  
फाळके आइ हॉस्पिटल मागे  
कोल्हापूर, कोल्हापूर,  
कोल्हापूर  
महाराष्ट्र, 416003

Address:

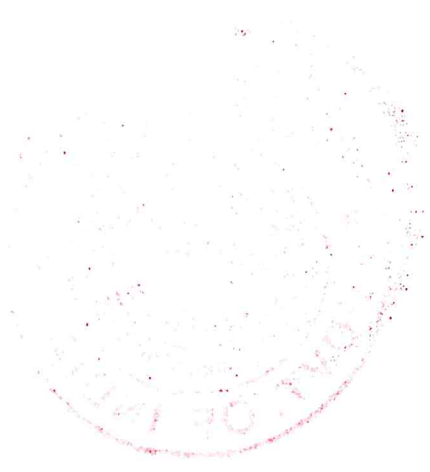
Flat No. 501, Vasant Vaibhav  
Apartment, Tarabai Park,  
Behind Falake Eye Hospital  
Kolhapur, Kolhapur, Kolhapur  
Maharashtra, 416003

Aadhaar - Aam Aadmi ka Adhikar

*Signature*

Medical Superintendent  
Dr. D. Y. PATIL MEDICAL COLLEGE  
HOSPITAL & RESEARCH INSTITUTE  
KADAMWADI, KOLHAPUR - 416 003





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2nd. Jalandhar  
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भारत सरकार  
Government of India



आधार

भारत सरकार  
Government of India

भारतीय विशिष्ट ओळख प्राधिकरण  
Unique Identification Authority of India

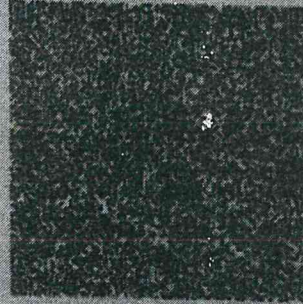
नॉदणी क्रमांक:/ Enrolment No.: 0000/00188/63736

To  
मंगला आण्णासाहेब ऐनापुरे  
Mangala Annasaheb Ainapure  
Ghar No 1710-1711, Pamdgaj  
Tare Galli, Nandani  
Nandani  
Kolhapur Maharashtra - 416102  
9975060939



Signature valid

Digitally signed by  
UNIQUE IDENTIFICATION  
AUTHORITY OF INDIA  
Date: 2023.08.04 09:55  
UTC



आपला आधार क्रमांक / Your Aadhaar No. :

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VID : 9196 3785 0537 8331

माझे आधार, माझी ओळख



भारत सरकार  
Government of India



आधार



मंगला आण्णासाहेब ऐनापुरे  
Mangala Annasaheb Ainapure  
जन्म तारीख/DOB: 28/01/1973  
महिला/ FEMALE

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माझे आधार, माझी ओळख

