

AGREEMENT WITH MEDANTA

1. OFFER AND PROCEDURE TO AVAIL THE OFFER

- 1.1 BITS desires that its Beneficiaries may be entitled to avail the Services at Medanta at a discount on the Medanta “prevailing” rates (“**Discount**”). The said Discount shall be applicable as per the rate listed in Annexure A.
- 1.2 The said Discount shall only be available as per following mechanism and on furnishing the following documents:

Services	Mode of Payment	Documents Required
OPD, IPD and Medanta Preventive health check up services	Services availed on ‘CASH’ basis after payment directly to Medanta.	<p>For Staff: Valid Staff Identification Card.</p> <p>For Dependents: Valid Staff Identification Card and authorisation letter from the authorised signatory of BITS.</p> <p>For Students: Valid Student Identification card</p>
IPD services	Services availed on ‘CREDIT’ basis	<p>For Staff: Valid Staff Identification Card and authorisation letter from the authorised signatory of BITS.</p> <p>For Dependents: Valid Staff Identification Card and authorisation letter from the authorised signatory of BITS.</p> <p>For Students: <u>Applicable only incase of Emergency</u>, upon furnishing Valid Student Identification card and authorisation letter from the authorised signatory of BITS</p>

Note: A list of authorised signatories with their specimen signature shall be presented to Medanta at the time of entering into the tie up facility. BITS would send an update to Medanta periodically.

- 1.3 The Discount shall be available subject to the following conditions:
- (i) Discount shall be available upon furnishing the documents set out in Clause 1.2 above. Beneficiaries must furnish copies of said documents for GHPL’s records and carry at all time during availing the Services. GHPL shall have the right to verify the authenticity of the documents presented by the Beneficiaries. GHPL shall reserve the right to refuse the Discount to any Beneficiaries in case requisite documents are not furnished or their authenticity and/or validity is questionable. GHPL’s decision in this regard shall be final.
 - (ii) Discount cannot be clubbed with any other scheme/ discount/ offer made available by Medanta from time to time.
 - (iii) Discount can be availed with prior appointment on all working days other than ~~except~~ Sunday and national holidays except emergency cases.
 - (iv) Discount under this Agreement cannot exceed the rates set out in Annexure A and cannot be availed on the exclusion in the Services as listed in Annexure A.

- (v) Discount can only be availed at Medanta and at no other facility owned or operated by GHPL/ Medanta.
- (vi) Discount shall not be available on applicable taxes, which shall be charged extra.
- (vii) Discount can be availed only during the validity of this Agreement.

1.4 In case of emergency, where the Beneficiaries are unable to procure or furnish the documents required as per Clauses 1.2 above at the time of admission, Discount can be availed, provided, the aforementioned documents are furnished by the next working day or prior to the discharge of the Beneficiaries.

1.5 GHPL reserves the right to, without any notice, revise the rates of the Services from time to time. Upon such revision, Discount shall be applicable on then current Medanta rates for Services.

2. BITS's OBLIGATIONS:

2.1 BITS shall, at its own cost and expense, inform its Beneficiaries about this offer and availability of Services to Beneficiaries at Discount at Medanta by uploading content on its website, emails and/or short message service (SMS). BITS shall draft and finalize the content and format for the above communications, in consultation with GHPL, and shall ensure that the above communications only offer such services and rates as are agreed in this Agreement.

2.2 With respect to the IPD Services availed on **credit basis** as envisaged in Clause 1.2 above, GHPL shall raise a monthly invoice to BITS with respect to the Services provided by GHPL under this Agreement during the previous month. BITS shall make the payment electronically or by an account payee cheque or draft in favour of "Global Health Private Limited" payable at New Delhi within 25 days from the date of receipt of the invoice from GHPL. In case payment of such charges by BITS is subject to tax deductible at source, BITS shall furnish to GHPL certificates with respect to the said deductions within the time period prescribed by the applicable laws. In the event of any delay in payment, BITS shall pay interest @ 18% per annum on the outstanding amount to GHPL from the due date till the date of actual payment. In case of delay beyond 45 days GHPL may, at its sole discretion, stop offering Discount and credit facility to the Staff and their Dependents.

2.3 With respect to the Services availed by the Beneficiaries in their individual capacity and without an authorisation letter from BITS, the Beneficiaries shall be entitled to avail the Services on cash payment directly to Medanta.

2.4 It is hereby clarified that the Students shall be entitled to avail the Services only on cash payment directly to Medanta. However, incase of Emergency, the Students shall be entitled to avail the Services on credit basis upon furnishing the authorisation letter from the authorised signatory of BITS whereupon , BITS shall make payment to GHPL in the manner set out above in Clause 2.2.

3. No Party shall use the proprietary marks (i.e. trade name and logo) of other Party for any purpose whatsoever.

4. Each Party hereby represents and warrants to the other Party that: (i) it has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby; (ii) the execution, delivery and performance of this Agreement by it, does not and will not materially conflict with any legal, contractual, or organizational requirements; (iii) there are no pending or threatened legal, administrative, or other proceedings/labour dispute

that if adversely determined, could reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.

5. BITS shall not make any unauthorized warranties to its Beneficiaries or third parties and shall keep GHPL indemnified and harmless against any third party claims, cost or expenses (including attorney's fees) accruing to or made on GHPL in this regard.
6. GHPL shall not have any liability under this Agreement for any reason whatsoever, including and not limited to arising out of contract, tort or otherwise.
7. BITS shall, and shall cause its personnel/ beneficiaries not to disclose and hold the terms and conditions of this Agreement as strictly confidential.
8. This Agreement shall be valid for a period of 1 (one) year with effect from the date hereof unless otherwise terminated in accordance with Clause 9 ("**Term**"). The Term may be renewed further on such terms and conditions as may be agreed between the Parties.
9. Either Party may terminate this Agreement by giving 30 (thirty) days prior written notice to the other Party without assigning any reason for the same.
10. On expiry or earlier termination of this Agreement, BITS shall pay all outstanding dues within 1 (one) week from the date of expiry/termination.
11. This Agreement shall be governed by the laws of India. Any dispute which is not resolved through friendly negotiation within a period 30 (thirty) days from the date of receipt of a written notice from a Party to others, such dispute shall be resolved amicably by Dr. Naresh Trehan (Chairman and Managing Director of GHPL) & Vice Chancellor of BITS. Subject to aforementioned, this Agreement shall be subject to the exclusive jurisdiction of the courts of New Delhi.
12. Any notice hereunder shall be effective only if it is in writing and shall be deemed received (i) upon delivery when delivered by hand, (ii) 3 days after being sent, if sent with all sending expenses prepaid, by an express courier, (iii) when transmitted, if sent by confirmed facsimile, or (iv) 14 days after being sent, if sent by registered mail, to the address set out in the head of the Agreement.
13. The Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreement or understanding relating to such subject matter. This Agreement may not be amended or modified or any provision waived except by a written instrument executed by both Parties.
14. BITS is an independent institute and neither Party hereto is an agent or partner of the other Party for any purpose whatsoever.
15. BITS shall not assign this Agreement or its rights and obligation hereunder without the prior written consent of GHPL.
16. Such Clauses which by its very nature should survive the expiry and termination of this Agreement shall survive the termination or expiry of this Agreement.

ANNEXURE A
LIST OF SERVICES AND RATE OF DISCOUNT

S.No.	Services	Rate	Inclusions	Exclusions
1.	Out Patient Department (OPD)	12% on Medanta prevailing rates	All Consultations (includes Physio and dietician)	Package based OPD treatments (eg: mental health, post transplant)
			Investigations (only Laboratory and Radiology)	(i)Drugs, disposables, consumables, blood components, implants, devices, etc. (i) All day care procedures. (iii) No discount on investigations other than lab and radiology (iv) No discount on Outsourced tests. (v) Investigations excluded - CT (Computed Tomography), PET - CT (Positron Emission Tomography - Computed Tomography), MRI (Magnetic Resonance Imaging)
2.	In Patient Department (IPD)	12% on Medanta prevailing rates	(i) Room Rent (ii)Investigations (Laboratory and Radiology).	(i)Drugs, disposables, consumables, blood components, implants, devices, etc. (ii) No discount on any component of any pre-defined treatment/ surgery packages. (iii) No discount to TPA (Third Party Administrator)/ Insurance patients. (iv) No discount on investigations other than lab and radiology (v) No discount on Outsourced tests. (iv) Investigations excluded – CT (Computed Tomography), PET – CT (Positron Emission Tomography – Computed Tomography), MRI (Magnetic Resonance Imaging)
3.	Medanta Preventive health check up	12% on Medanta prevailing rates		-