



No. BSNLCO-ADMN/11(12)/1/2020-ADMN-Part(1)/

Dated 05.08.2024.

**Sub: Empanelment of Hospitals/Diagnostic Centers at Delhi/NCR under BSNL MRS-New Empanelment of Sarvodaya Hospital, Greater Noida, regarding.**

The competent authority has approved empanelment of the following hospital under BSNL MRS as per CGHS rates. The hospital/centre is empanelled for period from 1<sup>st</sup> August 2024 to 31<sup>st</sup> July 2026. The agreement shall be valid, if not renewed, for a period of one year beyond the above said period on the same terms & conditions unless not specifically revoked by BSNL.

Sl No	Details	Particulars
1.	Name & address	<b>Sarvodaya Hospital,</b> Sector 16C, Gaur City 2, Greater Noida, Uttar Pradesh 201009.
2.	Period of Empanelment	1 <sup>st</sup> August 2024 to 31 <sup>st</sup> July 2026.
3.	<b>Services Offered:</b>	General Medicine, General Surgery, Cardiology, Cardiothoracic, Skin, Eye, ENT, Obs. and Gynae, Paediatrics, Ortho, Gastro, Rheumatology, Nephrology, Dialysis, Psychiatry, Neurology, Neurosurgery, Oncology-cancer treatment, Urology, Physiotherapy and Diagnostics.
3.1	<b>OPD (Outdoor Treatments/ services)</b>	Cash Payment as per CGHS rate card at the time of billing for OPD consultation.
3.2	<b>IPD (Indoor Treatments/services)</b>	As per CGHS rates on Credit facility basis for employees/retirees and their dependents of BSNL Corporate Office only.
4.	<b>Applicability</b>	All BSNL MRS beneficiaries, as per CGHS rate card on upfront cash payment basis, as mentioned above.
5.	<b>Documents required for availing healthcare facility</b>	I-card/Medical card issued by respective circles.
6.	<b>Contact Person</b>	Mr. Rahul Bagasi, Mobile No. 8920085458.

Copy of the Agreement entered with the hospital is enclosed herewith. Hospital/Centre has extended credit facilities only to the employees & dependents from BSNL Corporate Office. All the BSNL units at Delhi may enter separate agreement with the hospital/Centre for extension of credit facility and communicate their list of authorized signatories who will issue authorization letters to facilitate hospital authorities to extend proper service to the employees and better coordination with the nodal unit of BSNL.

Enclosure: As above

05.8.2024

[Rajiv Kumar Sharma]

Deputy General Manager (Admin)

To,

1. PGM [EF], BSNL corporate office.
2. CGM, Core NW (TX-North) BSNL, Kidwai Bhawan, 2<sup>nd</sup> Floor, New Delhi
3. GM [QA-North], New Delhi.
4. Hospital concerned for necessary action.

Copy to:

1. PPS to CMD/All Board of Directors, BSNL for kind information.
2. All BSNL Circles and Unit Heads.



This Agreement (effective from date of signing of agreement) is made on the 31<sup>st</sup> day of July 2024 between the Bharat Sanchar Nigam Limited (BSNL) acting through **Dy. General Manager (Admn)** BSNL Corporate Office having its office at Bharat Sanchar Bhawan, Janpath, Harish Chandra Mathur Lane, New Delhi (hereinafter called BSNL, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **First Part**

AND

**Sarvodaya Hospital, Sector 16C, Gaur City 2, Greater Noida, Uttar Pradesh-201009**, represented by Shri Nishant Chaudhary, Unit Head (S&M) Gr. No. 11 hereinafter called 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, the BSNL is providing comprehensive medical care facilities to its Employees / Pensioners.

AND WHEREAS, BSNL proposes to provide treatment facilities to its Beneficiaries through its Medical Scheme viz. BSNLMRS in the Private Recognized Hospitals in Delhi and NCR.

AND WHEREAS, Sarvodaya Hospital, Sector 16C, Gaur City 2, Greater Noida, Uttar Pradesh-201009 has offered to provide comprehensive/various medical care facilities to the BSNLMRS Beneficiaries in the Hospital.

AND WHEREAS, the parties hereto mutually intend to sign the agreement for a period of from 1<sup>st</sup> August 2024 to 31<sup>st</sup> July 2026. The Agreement shall remain valid, if not renewed immediately, for a period of one year beyond 31<sup>st</sup> July 2026, on the same terms and conditions unless not specifically revoked by BSNL.

The hospital is empaneled for General Medicine, General Surgery, Cardiology, Cardiothoracic, Skin, Eye, ENT, Obs and Gynae, Paediatrics, Ortho, Gastro, Rheumatology, Nephrology, Dialysis, Psychiatry, Neurology, Neurosurgery, Oncology-cancer treatment, Urology, Physiotherapy and Diagnostics.

The IPD services shall be on Credit basis. All OPDs services shall be provided on CGHS rates- on cash payment basis.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:

## 1. DEFINITIONS & INTERPRETATIONS

1.1 The following terms and expressions shall have the following meanings for purposes of this Agreement:

1.1.1 "Agreement" shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications theretomade in accordance with the terms of this Agreement.



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(राजीव कुमार शर्मा)  
(RAJIV KUMAR SHARMA)  
उप महाप्रबंधक (प्रशासन)  
Dy. General Manager (Admn.)  
भारत संचार निगम लि. निगमित कार्यालय, नई दिल्ली  
B.S.N.L. Corporate Office, New Delhi

- 1.1.2 "Benefit" shall mean hospitalization relating to the ailments mentioned in the authorization letter issued by BSNL and providing treatment.
- 1.1.3 "Card" shall mean the BSNLMRS Card, issued by any competent authority of BSNL Corporate Office to beneficiaries under BSNLMRS.
- 1.1.4 "Card Holder" shall mean a person having a BSNLMRS Card.
- 1.1.5 "BSNLMRS Beneficiary" shall mean a person who is holding a valid BSNLMRS card for the benefit.
- 1.1.6 "Coverage" shall mean the types of persons to be eligible as the beneficiaries of the Scheme to health services provided under the Scheme, subject to the terms, conditions and limitations. It includes all the BSNL units operating in Delhi and Corporate Office. The list of BSNL units along with nodal officers and other concerned officers is appended with the Agreement.
- 1.1.7 "Emergency" shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient.
- 1.1.8 "Empanelment" shall mean the hospital authorized by the BSNL for treatment purposes for a particular period.
- 1.1.9 "General Purpose Hospital" shall mean a hospital for the treatment of patients of any age and either sex who are suffering from any one or more diseases, illness of infirmity generally treated in one or more departments including in the Departments of General Medicines, General Surgery, Obstetrics & Gynae., Pediatrics, Orthopedics, etc., and having facilities for X-ray / Radiology services and laboratory services etc.
- 1.1.10 "Hospital" shall mean Sarvodaya Hospital, Sector 16C, Gaur City 2, Greater Noida, Uttar Pradesh-201009 while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.
- 1.1.11 "Recognition of Hospital" shall mean the Hospital empanelled by the BSNL for a particular period for providing treatment facilities and procedures etc. to the BSNLMRS beneficiaries at the rates laid down by the CGHS.
- 1.1.12 "De-recognition of Hospital" shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the BSNLMRS beneficiaries after following certain procedure of inquiry
- 1.1.13 "Party" shall mean either the BSNL or the Hospital and "Parties" shall mean the BSNL and the Hospital.
- 1.1.14 "Package Rate" shall mean and include lump sum cost of inpatient treatment / day care / diagnostic procedure for which a BSNLMRS beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to) – (i) Registration charges, (ii) Admission charges, (iii) Accommodation charges including patients diet, (iv) Operation charges, (v) Injection charges, (vi) Dressing charges, (vii) Doctor / consultant visit charges, (viii) ICU/ ICCU charges, (ix) Monitoring charges, (x) Transfusion charges, (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 medicines, (xvi) Related



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*[Handwritten Signature]*

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routine and essential investigations, (xvii) Physiotherapy charges etc. and excluding expenses on telephone, tonics, cosmetics etc., (xviii) Nursing care and charges for its services.

1.1.15 "Specialized treatment" shall mean the treatment in a particular Speciality.

## 2 SERVICE AREA

The Hospital shall provide treatment facilities to BSNLMRS beneficiary/cardholder of BSNL on production of proof of BSNLMRS CARD/identity card. However, the credit facility shall be extended only to those BSNLMRS beneficiaries of the Corporate Office who have valid BSNLMRS card and has produced authorization letter. For other BSNL units located in Delhi-NCR, UPW and HR Circle, a separate agreement may be entered into with the respective unit for extending credit facility.

## 3 SERVICE CHARGES

The Hospital shall charge from the BSNLMRS beneficiary as per the rates for a particular procedure / package deal as prescribed by the CGHS from time to time which shall be an integral part of this Agreement. However, if the hospital charges rates for various procedure which are lower than rates prescribed by CGHS, then Hospital shall charge the lower rates.

Maximum duration of hospitalization as envisaged by CGHS is 12 (twelve) days for specialized (super specialty) treatment. For hospitalization beyond 12 days hospital authorities should inform the authority on whose authorization the patient is hospitalized stating the reason for overstay and the condition of the patient and expected period of further hospitalization on weekly basis. The information should reach the office of authorizing authority every Monday during the stay of the BSNLMRS beneficiary.

## 4 DURATION

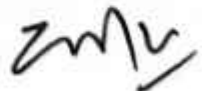
The agreement shall remain in force for a period from 1<sup>st</sup> August 2024 to 31<sup>st</sup> July 2026 or till it is modified or revoked. The Agreement shall remain valid, if not renewed immediately, for a period of one year beyond 31<sup>st</sup> December 2025 on the same terms and conditions unless not specifically revoked by BSNL. Whenever the agreement is renewed shall be effective from the date of expiry of the earlier agreement. The Agreement may be extended for subsequent periods as required by BSNL, on the terms and conditions as agreed upon with mutual consent.

## 5 MEDICAL AUDIT OF BILLS

The medical audit of the bills of the hospital will be conducted by the BSNL or any authority designated by BSNL for that purpose within 90 days of discharge of the BSNLMRS beneficiary from Hospital or the date of diagnostic investigation.



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## 6 REVISION OF RATES

In case the notified rates are revised by CGHS after empanelment and such revised rates are not acceptable to the empanelled hospital or for any other reason, the hospital no longer wishes to continue on the list of empanelled hospitals, it can apply for exclusion from the panel by giving three months' notice and **by depositing an exit fee equivalent to the average monthly bill submitted by it to the BSNL in the preceding one year.**

## 7 TREATMENT IN EMERGENCY

7.1 In emergency the hospital will not refuse admission or demand an advance payment from the beneficiary or his family member, whether the patient is a serving employee or a pensioner availing BSNLMRS facilities, on production of a valid BSNLMRS card or authorization letter from any of the units of BSNL located in Delhi during the period under treatment. However, hospital shall further ensure that the beneficiary submits authorization letter from the competent authority before discharge of the patient to avail credit facility, and the hospital shall submit the bill for reimbursement to the concerned unit of BSNL. The refusal to provide the treatment to bonafide BSNLMRS Beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without valid ground, would attract disqualification for continuation of empanelment.

7.2 The following ailments may be treated as emergency which is **illustrative only and not exhaustive**, depending on the condition of the patient :

- i. Acute Coronary Syndromes (Coronary Artery Bye-pass Graft / Percutaneous, Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Temponade, Acute Left Ventricular Failure / Severe Congestive Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stoke Adam attack, Acute Aortic Dissection.
- ii. Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.
- iii. Cerebro-Vascular attack-Stokes, Sudden unconsciousness, Head injury, Respiratory failure, decompensated lung disease, Cerebro-Meningeal Infections, Convulsions, Acute Paralysis, Acute Visual loss.
- iv. Acute Abdomen pain.
- v. Road Traffic Accidents / with injuries including fall, injuries requiring immediate treatment.
- vi. Severe Hemorrhage due to any cause.
- vii. Acute poisoning.



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- viii. Acute Renal Failure.
- ix. Acute abdomen pain in female including acute Obstetrical and Gynecological emergencies.
- x. Electric shock.
- xi. Any other life threatening condition.

## 8 GENERAL CONDITIONS

- 8.1 All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and are part of package. For any material / additional procedure / investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority.
- 8.2 The package rate will be calculated as per the specifications of CGHS. No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure or due to any improper procedure and is not justified.
- 8.3 The rate being charged will not be more than what is being charged for same procedure from other CGHS patients and/or institutions. An authenticated list of rates being charged from other non-CGHS institutions if available will also be supplied to BSNL within 10 days of this Agreement.
- 8.4 The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for BSNLMRS beneficiary under this Agreement shall not be increased during the validity period of this Agreement.
- 8.5 The empanelled Hospital shall provide services only for which it has been empanelled by BSNL at rates as prescribed by **Central Government Health Scheme** from time to time and shall be binding.
- 8.6 The Hospital will intimate all instances of patients admitted on the basis of the Authorization letter issued by the BSNL authorities in the prescribed format within one working day through fax / email (the number of which shall be notified) followed by post.
- 8.7 The Hospital will intimate all instances of patients admitted as emergencies without prior permission to the BSNL authorities in the prescribed format within one working day through fax / email (the number of which shall be notified) followed by post. The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority on random basis at its discretion.
- 8.8 The Hospital shall provide reports on monthly basis by the 10<sup>th</sup> day of the succeeding calendar month in the prescribed format to the BSNL in respect of the beneficiaries treated.
- 8.9 The Hospital shall submit all the medical records in digital format.
- 8.10 The 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 that shall alone be responsible for the defect and / or deficiencies in rendering such services.



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- 8.11 The Hospital agrees that during the In-patient treatment of the BSNLMRS beneficiary, the Hospital will not ask the beneficiary or his attendant to purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package deal rate, prescribed by the CGHS which includes the cost of all the items. Appropriate action, including removing from BSNL empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by BSNL teams.
- 8.12 On production of a valid permission by the BSNL pensioner – beneficiary, the hospital shall provide credit facilities to the pensioner – beneficiary or his family members included in the BSNLMRS card after verifying the photo in the BSNLMRS card. The BSNL is not liable to pay in cases of impersonation or treatment of ineligible persons.
- 8.13 Each employee of BSNL has been issued a family medical card containing family particulars along with the photograph. Treating Doctor shall verify the identity of patient from the family medical card by putting his signature on a copy of family medical card. Bill shall also be certified by the treating Doctor.
- 8.14 The Hospital shall honour permissions issued by the Competent authority of concerned BSNL Unit in Delhi to the Pensioner beneficiaries holding BSNLMRS card. Treatment shall be provided as per CGHS approved rates and bills submitted for payment to the Concerned Nodal Officer of BSNL Unit in, Delhi issuing permission.
- 8.15 The Hospital shall immediately communicate to Dy. General Manager (Admn), BSNL Corporate Office, New Delhi about any change in the infrastructure / strength of staff. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of CGHS. Certificate of approval from CGHS for such operations shall be submitted immediately on its receipt for continuing the empanelment.
- 8.16 The Hospital will submit an annual report regarding number of referrals received, admitted, bills submitted to the BSNL and payment received, details of monthly report submitted to Dy. General Manager (Admn.), BSNL Corporate Office, New Delhi, changes in the strength of doctors / staff and infrastructure if any. Annual audit report of the hospitals will also be submitted along with the statement.
- 8.17 Authorized signatory / representative of the hospital shall attend the periodic meetings held by BSNL Corporate Office required in connection with improvement of working conditions.
- 8.18 As per the BSNL practice, an officer is required to visit the patient during hospitalization and verify the authenticity of patient. During the visit by BSNL Nodal Officers or any authorized representative, the hospital authorities shall cooperate in carrying out the inspection.
- 8.19 The hospital will investigate / treat the BSNLMRS beneficiary patient only for the condition for which they are referred with permission, and in the specialty and / or purpose for which they are approved by BSNL. In case of



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unforeseen emergencies of these patients during admission for approved purpose / procedure, 'provisions of emergency' shall be applicable.

- 8.20 The Hospital shall not undertake treatment of referred cases in specialties for which it is not empanelled. But it will provide necessary treatment to stabilize the patient and transport the patient safely to nearest recognized hospital under intimation to BSNL authorities. However in such cases the Hospital will charge as per the CGHS rates only for the treatment provided.
- 8.21 The hospital will not refer the patient to other specialist / other hospital without prior permission of BSNL authorities. Prior intimation shall be given to BSNL whenever patient needs further referral.
- 8.22 BSNLMRS beneficiary may be allowed to avail higher room facility than he is entitled for, where he is willing to bear the difference of room rent than what he is entitled for. However, the difference between the actual bill and the entitlement shall be paid by the employee concerned directly to the Hospital. The bills raised to BSNL shall be as per the entitlement of the employee. However, all the claims should invariably be as per CGHS rates.

## 9 DUTIES AND RESPONSIBILITIES OF HOSPITALS

It shall be the duty and responsibility of the Hospital at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws".

## 10 NON ASSIGNMENT

The Hospital shall not assign, in whole or in part, its obligations to perform under the agreement, except with the BSNL's prior written consent at its sole discretions and on such terms and conditions as deemed fit by the BSNL. Any such assignment shall not relieve the Hospital from any liability or obligation under this agreement


## 11 HOSPITAL'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The Hospital is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles and 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 BSNL. The Hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

## 12 LIQUIDATED DAMAGES

- 12.1 The Hospital shall provide the services as per the requirements specified by the BSNL in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Hospital such as refusal of service or direct charging from the BSNLMRS Beneficiaries or defective



  
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service and negligence, BSNL without prejudice to other rights, shall be entitled to recover the amount equivalent to 75% of the Bill amount paid/submitted by the Hospital by BSNL as Liquidated damages. BSNL's decision shall be final in this regard and the decision of BSNL shall not be challenged by hospital either before Arbitration Tribunal or Court. The same shall specifically excludes from the purview of Arbitration Clause.

- 12.2 In the first instance, the complaint will be examined by the BSNL authorities and if the complaint is found to be true the BSNL shall have the right to give a show cause notice to the Hospital to be replied by it within 10 days of its receipt, and the reply of the Hospital will be examined by a BSNL authorities and decide the appropriateness of the treatment or diagnostic procedures, as the case may be. If the said authorities concludes that the Hospital has violated the provisions of the Agreement necessary action will be taken for de-recognition of that Hospital. The decision of the BSNL will be final.
- 12.3 For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Hospital and the BSNL shall have the right to issue a written warning to the Hospital not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that Hospital and de-recognition of hospital from the panel of BSNL.

### 13 TERMINATION FOR DEFAULT

- 13.1 The BSNL may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital terminate the Agreement in whole or part:
- If the Hospital fails to provide any or all of the services for which has been recognized within the period(s) specified in the Agreement, or within any extension thereof if granted by the BSNL pursuant to Condition of Agreement or
  - If the Hospital fails to perform any other obligation(s) under the Agreement.
  - If the Hospital in the judgment of the BSNL has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- 13.2 If the hospital found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended by BSNL 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.
- 13.3 In case of any violation of the provisions of the Agreement by the Hospital such as (but not limited to), refusal of service, refusal of credit facilities to eligible beneficiaries and direct charging from the BSNLMRS Beneficiaries, undertaking unnecessary procedures, prescribing unnecessary drugs / tests, deficient or defective service, over billing and negligence in treatment, the BSNL shall have the right to de-recognize the hospital as the case may be.



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## 14 INDEMNITY

The Hospital shall at all times, indemnify and keep indemnified BSNL against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Hospital in execution of or in connection with the services under this Agreement and against any loss or damage to BSNL in consequence to any action or suit being brought against the BSNL, alongwith (or otherwise), 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 BSNL from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct.

The Hospital will pay all indemnities arising from such incidents without any extra cost to BSNL and will not hold the BSNL responsible or obligated. BSNL may at its discretion and shall always be entirely at the cost of the Hospital defend such suit, either jointly with the Hospital or singly in case the latter chooses not to defend the case

14 A Jurisdiction, the parties submit to the exclusive jurisdiction of Courts of Delhi.

## 15 PAYMENT

The payment will be made to the hospital within a period of 60 days from the date of submission of the bill accompanied with all necessary and supporting documents and deduction of TDS and other Govt. levies if any.

## 16 ARBITRATION

16.1 In the event of any question, dispute or difference arising under this agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement.



*NK Laksh*

*Rajiv Kumar Sharma*

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In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 16.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 16.3 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide.

## 17 MISCELLANEOUS

- 17.1 Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the BSNL and the Hospital.
- 17.2 The Hospital shall not represent or hold itself out as agent of the BSNL.
- 17.3 The BSNL will not be responsible in any way for any negligence or misconduct of the Hospital and its employees for any accident, injury or damage sustained or suffered by any BSNLMRS beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement or otherwise.
- 17.4 The Hospital shall notify the BSNL of any material change in their status and their shareholdings or that of any Guarantor of the Hospital in particular where such change would have an impact on the performance of obligation under this Agreement.
- 17.5 This Agreement can be modified or altered only on written agreement signed by both the parties.
- 17.6 Should the hospital get wound up or partnership is dissolved, the BSNL shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the hospital or their heirs and legal representatives from the liability in respect of the services provided by the Hospital during the period when the Agreement was in force.
- 17.7 The Hospital shall bear all expenses incidental to the preparation and stamping of this agreement.



*Nikhil*

*Rajiv Kumar Sharma*

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