

Date: 28<sup>th</sup> December, 2020

To,

CS Suresh Pandey  
Chairman  
Northern India Regional Council of ICSI  
Plot No. 4, Prasad Nagar Institutional Area,  
New Delhi – 110005.

Sub: Proposal for providing Medical Services

With reference to the request received from Northern India Regional Council of ICSI, we, Artemis Medicare Services Limited (hereinafter referred to as “ARTEMIS”) would like to offer Medical Services to the Members of the Institute of Company Secretaries of India (“ICSI”) and their Dependents (as defined below), at certain discount, subject to terms & conditions mentioned herein in this Proposal.

“Dependents” means and shall include spouse, children, father, mother, father-in-law and mother-in-law of the Member of the ICSI.

**1. SCOPE OF SERVICE**

- a) ARTEMIS shall provide Medical Services at certain discount(s) as mentioned below to Members of the ICSI and their Dependents (as defined above), subject to below given exclusions, **only on cash payment basis** (hereinafter collectively called “Medical Services”):

Medical Services			Discount on ARTEMIS Tariff
OPD Services	Consultations	All specialty	20%
	Diagnostics	All investigations	15%
	Health Check Ups	Artemis Health Check Up Packages	15%
IPD Services (without Package)	Room category	Economy Room	15%
		Twin Sharing Room	15%
		Above Category Room	15%
	Drugs, Consumables and Implants	Drugs	NIL
		Consumables	NIL
		Implants	NIL
		Blood Products	NIL
Diagnostics	All Investigations	15%	
Surgeons Fees, Miscellaneous / Other Charges	Surgeon Fee	15%	
	Miscellaneous / Other Charges	15%	
Emergency Services	Emergency Ward	Emergency treatment in ER	15%
	Ambulance Charges*	Pay by usage	15%

\* Complimentary ambulance service shall be provided for pickups for road accident cases being converted into at least 48 hours of hospitalization a) within Gurgaon City and b) within National Capital Region.



**Exclusions for providing discount:**

Aforesaid Discount shall not be applicable on the following:

- Radiation Oncology Services
  - Drugs, implants, consumables and blood products
  - Human Organ transplants
  - Medical Services routed through Insurance policy/TPA
  - Any CGHS/ECHS or other empaneled patients
- b) For availing the discount, a Member shall furnish his/her ICSI membership card at the time of admission of Patient. ARTEMIS reserves the right to close identification process of Patient for the purpose of offering discount at its sole discretion.
- c) No other discount/marketing scheme can be clubbed together while availing the aforesaid discounts and that only one discount scheme will be applicable at any point of time.

**2. TENURE**

This Proposal shall be valid from the date of this Proposal (first above written) and shall remain valid for a period of two (02) years, unless revoked/cancelled earlier by ARTEMIS or ICSI at its sole discretion.

**3. TARIFF / CHARGES**

Tariff in force on the date of providing Medical Services by ARTEMIS shall be considered as charges/price/base rate for the Medical Services. List of Tariff maintained by ARTEMIS are subject to revision as per ARTEMIS's organizational policy.

**4. APPOINTMENT OF CO-ORDINATOR(S) & ESCALATION MATRIX**

Following are the officials who shall be the Coordinators from ICSI and ARTEMIS for the purpose of providing Medical Services under this Proposal. ICSI and ARTEMIS shall keep each other informed of any change in its nominated officials from time to time.

**Coordinators from ICSI:**

- Mr. Rajesh Gupta (Deputy Director) – For day to day administration, through the email id: rajesh.gupta@icsi.edu and contact number: 011-49343005.
- CS Sonia Baijal (Regional Director) – For escalation purpose, through the email id: sonia.baijal@icsi.edu and contact number: 011-49343002.

**Coordinators from ARTEMIS:**

- Mr. Amit Rao (Sr. Asst. General Manager – Sales & Marketing) – For day to day administration, through the email id: amit.rao@artemishospitals.com and contact number: 9891188988
- Mr. Vineet Gulati (General Manager – Sales & Marketing) -- For escalation purpose, through the email id: vineet.gulati@artemishospitals.com and contact number: 9873571234

**5. TERMINATION**

ARTEMIS or ICSI may cancel/revoke this Proposal without assigning any cause at any point of time by giving seven (07) days written notice.

**6. CONFIDENTIALITY**

- a) ARTEMIS and ICSI shall strictly maintain the confidentiality of all Confidential Information disclosed, exchanged or otherwise provided/shared pursuant to this Proposal.



Artemis Hospital (A unit of Artemis Medicare Services Ltd.)

Sector 51, Gurugram - 122001, Haryana, India. Ph.: +91-124-4511 111 | Fax: +91-124-4588 899

Emergency & Trauma: +91-124-4588 888

Registered Office: Plot No. 14, Sector 20, Dwarka, New Delhi - 110075 | Corporate Office: Artemis Hospital, Sector 51, Gurugram - 122001, Haryana, India  
CIN: L85110DL2004PLC126414 | GST: 06AAFCA0130M1Z1(HR), 07AAFCA0130M1ZZ(DEL) | TAN: DELA16048E | PAN: AAFC0130M | Email: info@artemishospitals.com



- b) ARTEMIS and ICSI may disclose Confidential Information pertaining to each other only to the extent that:
- The disclosure of that Confidential Information is required by law;
  - Disclosure to a third party is necessary for the performance of obligations under this Proposal, and the third party acknowledges the confidential nature of the Confidential Information and agrees to be bound by the provisions of this Clause; and
  - The obligations of this Clause 6 shall survive after termination or expiry of this Proposal until a period of 1 (one) year from the date of such termination or expiry of this Proposal.

## 7. DISPUTE RESOLUTION & ARBITRATION

- In the event of any dispute of any kind arising out of or relating to subject matter or in connection with the validity, invalidity, interpretation, execution, meaning, operation, effect, or breach of this Proposal a Party, prior to that initiation of any proceedings permitted under this Proposal, the disputing party shall give written notice to the other party to resolve or settle such dispute through mutual discussions and negotiations.
- If no settlement can be reached through mutual discussions and negotiations within 30 days, then a sole arbitrator shall be appointed by ARTEMIS in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended.
- The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the language of the arbitration shall be English. The Arbitration shall take place in Delhi/New Delhi. The arbitration award delivered by the sole arbitrator shall be reasoned, final and binding on both Parties. The award rendered may be entered and enforced in any court having jurisdiction. This arbitration clause shall be severable and may be enforced independently.
- The prevailing party shall be entitled to receive all cost and expenses of arbitration including the attorney's fees.

## 8. JURISDICTION

Subject to the Arbitration Clause above, this Proposal shall be construed in accordance with the laws of India and the Parties hereby submit to the exclusive jurisdiction of the Courts/Tribunals at Delhi/New Delhi for all matters arising out of or in connection with this Proposal.

## 9. MISCELLANEOUS

- Capacity:** The Parties hereto represents and warrants to the each other that they have full legal power and authority to carry on its business and perform all of its obligations hereunder.
- Force Majeure:** Except as otherwise provided in this Proposal, the Parties' obligations hereunder, other than obligations to make payments, shall be suspended while, but only so long as, a party is prevented from complying with such obligations, in whole or in part, by pandemic, epidemic, strikes, riots, acts of God, natural calamities, war or any other matters beyond the reasonable control of the Party whether relating to the matters herein specifically enumerated or not. Each Party shall give the other Party notice within ten (10) days after the occurrence of any event of *force majeure* that may cause delay hereunder, and the date of performance by any party that gives such notice shall be extended for a period not exceeding the period of delay caused by the event of *force majeure* so identified.
- Amendments:** This Proposal shall not be amended or modified in any way other than by an amendment in writing executed by the duly authorized representatives of both the Parties. Any such amendment shall be consistent with the general understandings of the Parties at the time signing this Proposal. No changes to this Proposal shall be effective unless in writing and signed by the Parties hereto.
- This Proposal constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, whether oral or written, related to such subject matter.





- e) **Notices:** Every notice, demand or communication to be given regarding the subject matter of this Proposal shall be in writing and shall be deemed to be duly served if sent by registered post/speed post or courier at the address mentioned herein below in this Proposal unless the same have been changed by the concerned Party by intimation to the other Party.

Address for service of notices:-

**Northern India Regional Council of ICSI:**  
Plot No. 4, Prasad Nagar Institutional Area,  
New Delhi – 110005.  
Kind Attention: Regional Director

**ARTEMIS:**  
Artemis Medicare Services Limited  
Artemis Hospital  
Sector 51, Gurugram – 122001, Haryana (India)  
Kind Attention: Head – Sales & Marketing

No notice, demand or communication shall be deemed to be given, if sent by registered mail, until four Business Days after posting the said communication.

**For Artemis Medicare Services Limited**

  


**Name:** CS Shilpa Budhia  
**Designation:** Company Secretary

**ACKNOWLEDGED AND ACCEPTED:**  
**For Northern India Regional Council of ICSI**

**Name:** CS Suresh Pandey  
**Designation:** Chairman, NIRC of ICSI



NABH & JCI Accredited

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