



सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK42390388592424T  
Certificate Issued Date : 10-Sep-2021 12:56 PM  
Account Reference : NONACC (SV)/ uk1264704/ DOIWALA/ UK-DH  
Unique Doc. Reference : SUBIN-UKUK126470488865491330602T  
Purchased by : SWAMI RAMA HIMALAYAN UNIVERSITY  
Description of Document : Article Miscellaneous  
Property Description : NA  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : SWAMI RAMA HIMALAYAN UNIVERSITY  
Second Party : SYNDICATE DIAGNOSTICS PVT LTD  
Stamp Duty Paid By : SWAMI RAMA HIMALAYAN UNIVERSITY  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)

AASTI KUMRETI  
STAMP AGENT  
TEHSIL DOIWALA, D.DUN



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AGREEMENT

This agreement executed at Dehradun on this 10<sup>th</sup> day of October, 2021

BETWEEN

**SYNDICATE DIAGNOSTICS PVT. LTD.:** A private limited company registered in and existing under Companies ACT 1956, with registered office at B-18 & 19, Jai Jawan Colony, 1<sup>st</sup> Tonk Road, Jaipur – 302018, Rajasthan and having its marketing office at 298-281, Transport Nagar, Kanpur Road, Adjacent Transport Nagar Metro Station, Lucknow – 226023, Uttar Pradesh. Hereinafter called the 'Company'. Through its authorized Distributor M/s Medi Science Corporation, having office at 30/1, Dharampur, Dehradun (Herein after referred as "DISTRIBUTOR") as **SECOND PARTY**.

AND

**SWAMI RAMA HIMALAYAN UNIVERSITY (SRHU)** for its teaching hospital 'Himalayan Hospital' (A constituent unit of SRHU) having its registered office at Swami Ram Nagar Jolly grant Dehradun-248016 represented by its Registrar Dr. Susheela Sharma (Herein after referred to as "SRHU") as **FIRST PARTY**.

'Company', 'DISTRIBUTOR', 'SRHU', 'First Party', & 'Second Party' Which expression shall unless repugnant to context or meaning thereof, be deemed to include its successors and assigned to the **OTHER PART**.

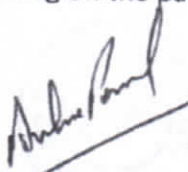
This agreement shall be deemed to have taken effect from **25<sup>th</sup> February, 2021 to 24<sup>th</sup> February, 2026**.

#### **NATURE OF CONTRACT**

Subject to the terms and conditions of this agreement, Medi Science Corporation, the Authorized Distributor of M/s SYNDICATE DIAGNOSTICS PVT. LTD., had already installed one unit of STA COMPACT (Fully Automated Random Access COAGULATION Analyzer) at SRHU and SRHU hereby agrees to purchase from DISTRUBUTOR or their authorized stockiest, the items mentioned in **SCHEDULE1** for 5 years for F. O. R. destination basis and exclusive of sales taxes, octopi and other levies if any. SRHU hereby agrees to avail of from DISTRIBUTOR, the valuable instruments as mentioned in the **SCHEDULE -2** for a period of 5 years (60 months). The instrument will remain the exclusive property of DISTRIBUTOR loaned to SRHU.

#### **TERMS AND CONDITIONS FOR SUPPLY OF GOODS:**

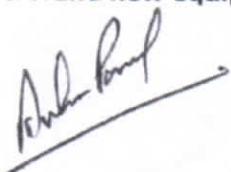
1. DISTRIBUTOR shall supply Coagulation Reagents and Consumables directly or through its authorized dealer to SRHU and SRHU shall buy only from DISTRIBUTOR or through the authorized dealer of DISTRIBUTOR of the aforesaid item(s) wherein a discount of 10% would be applicable on PT & APTT (i.e. STA Neoptimal 10 & STA C.K. Prest 5) and 8% discount would be applicable on the prices of the remaining items as detailed in **SCHEDULE - 3 & SCHEDULE - 4** of the previous agreement executed between the **FIRST PARTY & SECOND PARTY** dated 24<sup>th</sup> February, 2016.
2. Incase of any complaint regarding quality, a written complaint has to be lodged by SRHU within 48 hours of the opening of the kits. Regarding the complaint in quantity and damage of kit, a written complaint has to be lodged by SRHU within 7 days from the date of receipt of the kit from the DISTRIBUTOR or its authorized dealer. Incase of defective or damaged kit, DISTRIBUTOR shall replace Free of Cost provided the damage is in transit or kit is defective without any carelessness in usage, storage or any mishandling on the part of the employees of SRHU.



3. SRHU mutually agreed to purchase the coagulation reagents for the entire period of contract for five years.
4. The price shall not vary due to minor fluctuations in the Forex, Incase of increase/decrease of more than 10% of the prevailing rates, the price will be reviewed accordingly. The present price is calculated keeping in view of conversion rate Rs. ....per EURO. Incase of any change in the Import Policy and Government levies of the Government of India (State and Central) regarding the Customs / Central Excise / Sales tax / VAT / Octroi etc, the same will be charged extra as applicable at the time of Import and Sale. The DISTRIBUTOR shall provide one – month advance intimation and necessary documents in support of fluctuations in foreign exchange and changes in import policy or other levies.
5. Annual price increase @2.5% every alternate year in the month of January due to annual price increases by our principals M/s Diagnostica Stago France.
6. SRHU shall maintain at least two month inventory with them, so as to avoid any delay in supply on account of customs clearance, etc. Also they will place standing orders for every quarter with specific delivery schedule to DISTRIBUTOR or their authorized dealer.

#### **TERMS AND CONDITIONS FOR SUPPLY OF INSTRUMENT:**

1. The DISTRIBUTOR shall provide SRHU instrument as mentioned in SCHEDULE – 2 strictly on Loan and Returnable basis for Coagulation Tests in consideration of SRHU'S commitment to purchase exclusively from the DISTRIBUTOR or through authorized dealer for a period of five years. After five years of contract, the instrument mentioned in SCHEDULE – 2, DISTRIBUTOR will transfer to SRHU at nominal cost of Rs. 1000/- (Rupees One Thousand only).
2. SRHU shall return the instrument in good condition in the event of any charge or claim to the DISTRIBUTOR, otherwise SRHU may buy the instrument at a price mutually agreed between SRHU and DISTRIBUTOR.
3. The DISTRIBUTOR will provide warranty on all parts necessary to keep the instrument in working condition for entire contract period as mentioned in SCHEDULE – 2 in good working condition, including items subject to normal wear and tear.
  - (a) Warranty shall be null and void if manufacture certified chemicals are not used.
  - (b) Warranty shall be null and void if attended by unauthorized service personnel.
4. **The DISTRIBUTOR hereby agrees that, on occurrence of any major fault in the Instrument or any irreparable condition of the Instruments or unavailability of any spare part of the equipment, the Distributor shall replace the installed equipment with a brand new equipment of similar model for ensuring smooth operations.**



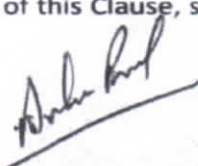
5. After the completion of contract both parties will decide the cost of Annual Maintenance Contract or Comprehensive Maintenance Contract per annum basis.
6. SRHU shall be responsible for the cost of spares and repairs and any damage to the instrument as mentioned in SCHEDULE – 2 covered by carelessness, abuse, alteration, and commotion on the part of employees of SRHU or any other during the contract period. SRHU shall use and operate the instrument as mentioned SCHEDULE – 2 from deterioration and suitable trained personnel should only operate it.
7. SRHU shall bear all risk of damage or loss in the event that the instrument become lost, stolen, destroyed or irreparably damaged from any cause or acquisition or seizure by any government authority, SRHU required to promptly notify the DISTRIBUTOR in writing within 7 days and pay the DISTRIBUTOR the amount equal to the full replacement cost mutually agreed at that time unless payment is made directly to the DISTRIBUTOR by SRHU insurer. At the time of payment, the DISTRIBUTOR may replace the instrument (Subject to availability)
8. SRHU shall take proper care of the instrument during the contract period. Also DISTRIBUTOR shall be entitled to visit the premises through authorized person of SRHU at all reasonable time to inspect and also to ensure that the instrument is being used by SRHU in accordance with the terms of agreement.
9. SRHU shall not sell, lease, part with or dispose off the instrument or do any other thing, which is detrimental to the interest of DISTRIBUTOR within the contract period.
10. SRHU will pay Rs. 10,000/- per annum towards the cost of necessary consumable required to be change on annual basis like O – rings, air filters, tubings, needles etc.

#### TERMS OF PAYMENT

SRHU shall make all payments to DISTRIBUTORS or to their authorized dealer within 30 days from the date of receipt of the material. They shall also keep a proper and correct account of all the tests conducted and the receipt of the material.

#### FORCE MAJEURE

No failure or omission by either party hereto to carry out any of its duties or to observe any of the terms or conditions of this Agreement shall give rise to any claim by the other party or be deemed a breach hereof if such failure or omission arises from any cause reasonably beyond the control of that party, including but not limited to any event resulting from laws, statutes, codes, ordinances, orders and regulations of any or all of the Central, State or local Government of India, or governmental or quasi-governmental authority having jurisdiction over this agreement, whether now or hereafter in force (*i.e., force majeure*). The party relying on the provisions of this Clause, shall give the other party prompt written notice within 7 days, thereof



Registrar

specifying the anticipated duration of the situation. Prompt written notice shall also be given when the situation no longer exists.

#### **INDIRECT & REMOTE**

Neither of the party shall hold the other as responsible for any indirect, remote or consequential loss, damage or injury suffered by the complaining party including loss of profit, loss of business, loss of reputation and so on.

#### **NOTICE**

Any notice required to be given under this agreement shall be in writing and shall be served on the parties to its address first herein before mentioned.

#### **TERMS OF TERMINATION**

1. The agreement shall be effective upon acceptance by the distributor for a period of 5 years from the date of acceptance. An acceptance letter shall be sent to SRHU to verify the date of acceptance and said date of acceptance shall be incorporated herein.
2. Incase either parties violates any of the terms of this agreement, the other party may terminate this agreement by giving two months notice.

#### **JURISDICTION**

Without prejudice to the above this agreement shall be governed and construed in accordance with the laws of India and if any dispute occurs in between the parties the same shall be subject to the jurisdiction of Dehradun Courts only.

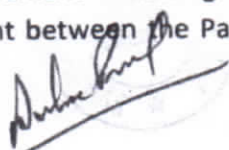
The transactions between the parties are on principal to principal basis, it is understood that there is no principal agency relation between the parties.

#### **MISCELLANEOUS**

Any amendment or alteration to this Agreement must be in writing and signed by an authorized Signatory of each Party.

In the event that any term, condition, or provision of this Agreement are held to be in violation of the applicable laws, statute of the Country or held unenforceable for any reasons, shall be deemed to be deleted from the agreement and shall be of no force and effect and the remainder of the provisions will continue in effect as if this Agreement had been executed with the invalid proportion eliminated.

This Agreement including any supplements, annexure & schedules constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of


any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS TO THIS AGREEMENT AT LUCKNOW ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

**SCHEDULE 1- DESCRIPTION OF CONTRACT OF REAGENTS**

**SCHEDULE 2-DESCRIPTION OF INSTRUMENT**

**SCHEDULE 3-DESCRIPTION OF REAGENTS WITH PACK SIZE AND PRICE**

**SCHEDULE 4-DESCRIPTION OF CONSUMABLES WITH PACK SIZE AND PRICE**

Signed and delivered by SECOND PARTY

1. Signature: [Signature]  
Name: ANSHU BORWAL (RM)  
Designation: Authorized Signatory  
SYNDICATE DIAGNOSTICS PVT. LTD  
Date:

2. Signature: [Signature]  
Name: DANKAJ GHILJIAL  
Designation: Authorized Signatory  
MEDI SCIENCE CORPORATION  
Date:

Signed in the presence of WITNESSES:

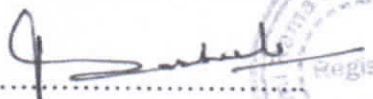
1) Signature: [Signature]  
NAME: VISHAL KUMAR

2) Signature: [Signature]  
NAME: GAURAV

Signed and delivered by FIRST PARTY

**1. FOR SWAMI RAMA HIMALAYAN UNIVERSITY**

Signature: .....



Through Dr. Susheela Sharma

Designation: Registrar, SRHU, Dehradun

Date:

**Signed in the presence of WITNESSES:**

1) Signature:

2) Signature:

NAME:

NAME:

**SCHEDULE 1 - DESCRIPTION OF CONTRACT OF REAGENTS**

| NATURE OF CONTRACT | REAGENT                              | PERIOD    | TOTAL VALUE OF REAGENTS                         |
|--------------------|--------------------------------------|-----------|-------------------------------------------------|
| REAGENT RENTAL     | ALL REAGENTS RELATED TO COAGULATIONS | 60 MONTHS | BUSINESS VALUE WILL BE REVIEWED ON ANNUAL BASIS |

**SCHEDULE 2 - DESCRIPTION OF INSTRUMENT**

| SR NO. | PRODUCT                         | DESCRIPTION                          | QUANTITY |
|--------|---------------------------------|--------------------------------------|----------|
| 1      | STA COMPACT (DIAGNOSTICA STAGO) | FULLY AUTOMATED COAGULATION ANALYSER | ONE(1)   |

## Revised price for Stago product range

| <u>Cat No.</u> | <u>Description</u>             | <u>Pack Size</u> | <u>Price</u><br>(Rs) | <u>Discount</u><br>% | <u>Price after</u><br><u>discount (Rs)</u> |
|----------------|--------------------------------|------------------|----------------------|----------------------|--------------------------------------------|
| 01164          | STA Neoptimal10 (PT)           | 12 x 10 ml       | 11358.00             | 10%                  | 10222.20                                   |
| 00597          | C. K. Prest 5 (APTT)           | 12 x 5 ml        | 10939.00             | 10%                  | 9845.10                                    |
| 00367          | STA CaCl2 0.025M               | 24 x 15 ml       | 6168.00              | 8%                   | 5674.56                                    |
| 00540          | FDP Plasma                     | 60 Test          | 13707.00             | 8%                   | 12610.44                                   |
| 00599          | PTT-LA                         | 6 x 2 ml         | 5426.00              | 8%                   | 4991.92                                    |
| 38669          | Cuvettes                       | 6X1000           | 103823.00            | 8%                   | 95517.16                                   |
| 38640          | Liquid Cooling Glycol          | 1 Ltr            | 4437.00              | 8%                   | 4082.04                                    |
| 00679          | STA Coag Control N + P         | 12 x 2 x 1 ml    | 16673.00             | 8%                   | 15339.16                                   |
| 00678          | STA System Control N + P       | 12 x 2 x 1 ml    | 31629.00             | 8%                   | 29098.68                                   |
| 00975          | STA Desorb U                   | 24 x 15 ml       | 13212.00             | 8%                   | 12155.04                                   |
| 00973          | STA Cleaner Solution           | 6 x 2500 ml      | 14633.00             | 8%                   | 13462.36                                   |
| 00675          | STA Unicalibrator              | 6 x 1 ml         | 9010.00              | 8%                   | 8289.20                                    |
| 00526          | STA Liatest Control N + P      | 12 x 2 x 1 ml    | 28292.00             | 8%                   | 26028.64                                   |
| 00721          | STA Stacloct APC-R             | 4X2 ml           | 31629.00             | 8%                   | 29098.68                                   |
| 00747          | STA Stacloct Protien C         | 3x1 ml           | 43247.00             | 8%                   | 39787.24                                   |
| 00746          | STA Stacloct Protien S         | 2x1 ml           | 31629.00             | 8%                   | 29098.68                                   |
| 27425          | White Stirrer Magnet for PT    | 1Pc              | 1965.00              | 8%                   | 1807.80                                    |
| 26674          | Red Stirrer Magnet for<br>APTT | 1Pc              | 1965.00              | 8%                   | 1807.80                                    |

## Revised price for Stago product range

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|----------------|--------------------|------------------|----------------------|----------------------|--------------------------------------------|
| 26441          | STA Steel ball     | 1850 ball        | 12500.00             | 8%                   | 11500.00                                   |
| 00625          | Unicalibrator      | 6X1              | 9010.00              | 8%                   | 8289.20                                    |
| 38876          | STA Cuvettes       | 150X4            | 10800.00             | 8%                   | 9936.00                                    |
| 00360          | STA Owren Koller   | 24 x 15 ml       | 6909.00              | 8%                   | 6356.28                                    |
| 00611          | STA Thrombin 2     | 12 x 2 ml        | 4684.00              | 8%                   | 4309.28                                    |
| 00725          | STA Deficient VIII | 6X1 ml           | 14201.00             | 8%                   | 13064.92                                   |
| 00724          | STA Deficient IX   | 6X1 ml           | 14201.00             | 8%                   | 13064.92                                   |
| 00673          | STA Liquid FIB     | 12X4 ml          | 36540.00             | 8%                   | 33616.80                                   |

**GST: GST will be charged extra as per Government rules.**