



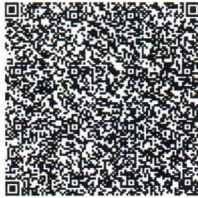
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL80111773086066T
Certificate Issued Date	: 29-May-2021 10:55 AM
Account Reference	: IMPACC (IV)/ dl771203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL77120359229839120628T
Purchased by	: JAIN DIAGNOSTIC PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: JAIN DIAGNOSTIC PVT LTD
Second Party	: SWAMI RAMA HIMALAYAN UNIVERSITY DEHRADUN U K
Stamp Duty Paid By	: JAIN DIAGNOSTIC PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

AGREEMENT

This Agreement made on this 01st Day of June in the Year 2021

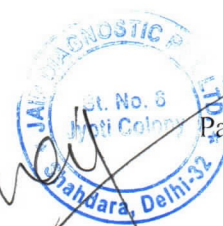
BETWEEN

Jain Diagnostic Pvt. Ltd., having its registered office at C-1/A, Street No.6, Jyoti Colony, Shahdara, DELHI - 110032 hereinafter referred as the **First Party.**

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

Swami Rama Himalayan University (SRHU), for its teaching hospital '**Himalayan Hospital**' having its registered office at **Swami Ram Nagar, Jolly Grant, Dehradun, Uttarakhand - 248140** through its **Registrar** hereinafter referred as the **Second Party**.

The term and expression '**First Party**' and '**Second Party**' wherever used or occurring in the deed of agreement shall always, unless or by necessary implication and /or being contrary to the subject and context mean and include heirs, successors, Administrators, assignee etc in their respective offices.

WHEREAS the First Party wishes to install a machine/equipment viz. **ABOTT ISTAT FULLY AUTOMATIC ANALYZER, Model I STAT, manufactured by Abbott U.S.A, bearing Serial No. :** Within the hospital premises of the Second Party.

WHEREAS the Second Party has consented to the installation of the said machine/equipment at the Emergency Department located within its hospital premises.

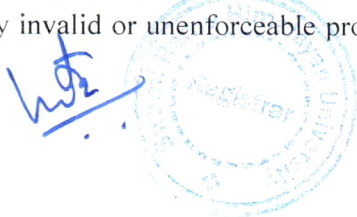
AND WHEREAS both the parties have agreed to enter into this agreement under the mutually accepted terms & conditions stated here under.

Now This Deed Witnesseth As Under:

1. That it is hereby agreed between both the parties that the period being granted under this agreement shall entail a period of 05 (Five) years from the date of execution of this agreement.
2. That the First Party expects a business of Rs. 5,00,000/- (Rs. Five lakhs only) per year through usage of its Cartridge on the machine/equipment at the rates as per the rate list enclosed herewith as **Annexure -1** exclusive of the GST. These rates are subject to change with a change in the government policies, levies, duties, USD exchange rate (USD price as on 01 June 2021 - Rs 74.01) etc. and the change in inflation rate by over 5%. (Exchange rate will be as applicable by the RBI website, at the date of agreement signed).
3. That the First Party shall ensure supply of the test cards within 4 weeks of the receipt of the confirmed written order from the Second Party.
4. That the Second Party shall ensure payment of bills to the First Party within 30 days from the date of receipt of their Invoice/supplies.
5. That the Second Party shall ensure usage of test cards supplied by the First Party throughout the tenure of this agreement. No other test cards/consumables other than those supplied by the First Party shall be used by the Second Party at any point of time. A default shall provide a valid reason for the termination of the agreement by the First Party.



6. That it shall be the responsibility of the First Party to ensure proper and timely maintenance of the machine/equipment including its accessories and spares throughout the validity of this agreement.
7. That the First Party shall provide free of cost up-gradation/application support for the software/ hardware of the machine/equipment throughout the validity of this agreement.
8. That in the event of failure of the Equipment/Machine due to any reason whatsoever, the Second Party shall inform the First Party through e-mail/letter and the First Party shall depute their Engineer/expert and shall resolve the problem within 24-36 hours of the receipt of such information/complaint from the Second Party (excluding Sundays) throughout the validity of this agreement.
9. That in case of any breakage/damage to machine/equipment due to the negligence of the Second Party's operator, the Second Party shall be responsible for the cost of required repairs throughout the validity of this agreement.
10. That in case of failure of the test cards due to a manufacturing defect, the First Party shall provide free of cost replacement for such defective test cards to the Second Party within 15 days from the date of receipt of such information/complaint from the Second Party.
11. That the First Party shall provide free of cost preventive maintenance to the said machine/equipment at least twice a year.
12. That on completion this agreement (5 years) the absolute ownership of the said machine/ equipment shall pass from the First Party to the Second Party. However the Second Party may award an Annual Maintenance Contract (AMC) to the First Party.
13. That either Party shall have the right to terminate this agreement by giving 03 (three) months' advance notice in writing with intention to terminate the deed to the other Party and on expiry of the said notice period, the deed shall stand terminated.
14. That either Party shall not be liable for loss, damage, detention, delay or failure to deliver all or any part of the agreement resulting from *force majeure* causes beyond their control.
15. That if any provision of this License Deed is held to be invalid or unenforceable to any extent, the remainder of this License Deed shall not be affected and each provision of this License Deed shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this License Deed shall be replaced with a



provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision

16. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this License Deed (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.
17. That all/any dispute between the Parties as to the covenants of this agreement shall be subject to the Arbitration under the Arbitration & Conciliation Act 1996. The decision of the Arbitrator shall be binding and acceptable to both the Parties. Either Party shall be entitled to invoke the Arbitration clause by giving a 30 days advance notice of claim to the other Party and the Arbitrator for entering into reference; the place of the Arbitration shall be SRHU campus, Swami Ram Nagar, Doiwala, Dehradun. The cost of the Arbitration shall be borne equally by both the parties.
18. All legal disputes that may arise in this Agreement shall be subject to the jurisdiction of the Courts of the Uttarakhand.

In witness whereof the parties have put their hands on this indenture in the presence of the witnesses.

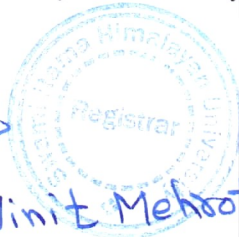
For Jain Diagnostic Pvt. Ltd


Dhiraj Jain
Director



For Swami Rama Himalayan University


Registrar **Dr. Vinit Mehta**



Annexure 1

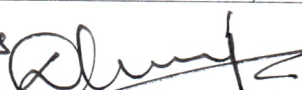
PRICE LIST OF CONSUMABLES

Sr. No.	Description	Qty	Unit Price In Rupees per test
1	I-Stat Cartridge E3+ (Pack of 25 Cartridges) Sodium, Potassium, Hematocrit, Hemoglobin. Cat No. 03P82-25	1	250.00
2	I-Stat Cartridge CG8+ (Pack of 25 Cartridges) Glucose, Sodium, Potassium, Ionized Calcium, , Hematocrit, Hemoglobin, PH, PCO2, PO2, TCO2, Bicarbonate, Base Excess, O2 Saturation Cat No. 03P88-25	1	396.00
3	I-Stat Cartridge CG4+ (Pack of 25 Cartridges) PH, PCO2, PO2, Total Co2, Bicarbonate, Base excess, O2 saturation., Lactate , Cat # 03P85-25	1	335.00
4	I-Stat Cartridge EG7+ (Pack of 25 Cartridges) Sodium, Potassium, Ionized Calcium, pH, PCO2, PO2, Hematocrit, Bicarbonate, Total CO2, Base Excess, O2 Saturation, Hemoglobin. Cat No. 03P76-25	1	335.00
5	I-Stat Cartridge EC8+ (Pack of 25 Cartridges) Sodium, Potassium, Chloride, Urea Nitrogen, Glucose, pH, PCO2, Hematocrit, Bicarbonate, total Carbon Dioxide, Base Excess, Anion Gap, Hemoglobin. Cat No. 03P79-25	1	346.00
6	I-Stat Cartridge EG6+ (Pack of 25 Cartridges) Na, K, Hematocrit, Hb, pH, PCO2, PO2, TCO2, HCO3, Base Exces, SO2, Cat No.03P77-25	1	310.00
7	I-Stat Cartridge G3+ (Pack of 25) PH, PCO2,PO2, Bicarbonate, Total Co2, Base excess, O2 saturation. Cat No. 03P78-25	1	290.00
8	I-Stat Cartridge for Creatinine (Pack of 25) Cat No. 03P84-25	1	250.00
9	I-Stat Cartridge for Glucose (Pack of 25) Cat No. 03P83-25	1	280.00
10	I-Stat cartridge 6+ (Pack of 25 Test) Urea, Glucose, Chloride, Na, K, Haemoglobin & Hematocrit .Cat No. 03P80-25	1	315.00
11	i-Stat Cartridge CHEM 8+ (For metabolites) Glucose, Sodium, Potassium, Chloride, Ionized calcium, Total CO2, BUN, Creatinine, Hematocrit, Hemoglobin, Anion Gap (Pack of 25 test) Cat No.03P91-25	1	550.00


Registrar
Himalayan University
Dehra Dun, Uttarakhand


JAIN DIAGNOSTIC LTD.
Panchsheel Colony
Shahdara, Delhi-32

12	I-Stat Cartridge for Prothrombin Time/INR (Pack of 24) Cat No. 03P89-24	1	335.00
13	I-Stat Cartridge for Activated Clotting Time (Kaolin) Pack of 25 Tests Cat No.03P87-25	1	318.00
14	I-Stat Cartridge for Troponin I (Pack of 25) Cat No. 03P90-25	1	650.00
15	I-Stat Cartridge for CK-MB (Pack of 25) Cat No. 03P92-25	1	760.00
16	I-Stat Cartridge for BNP (pack of 25) Cat No.03P93-25	1	1,150.00
17	I-STAT Cartridge Beta HCG (pack of 25 Test) Cat No.	1	652.00

Discount 15% on all above prices 

For Jain Diagnostic Pvt. Ltd

For Swami Rama Himalayan University


Dhiraj Jain
Director



Registrar


Dr. Vinit Mehrotra



Received Agreement Copy


31/05/2021

