

Annexure-III

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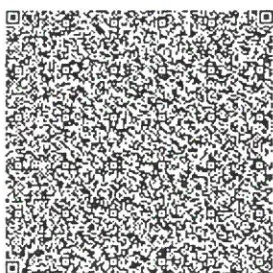
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL655170323539970
Certificate Issued Date : 01-Jul-2016 10:23 AM
Account Reference : IMPACC (IV)/ dl814603/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL814603304562362443470
Purchased by : DR KHANNAS PATHCARE PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : DR KHANNAS PATHCARE PVT LTD
Second Party : SPORTS INJURY CENTRE
Stamp Duty Paid By : DR KHANNAS PATHCARE PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



-----Please write or type below this line-----

LICENSE AGREEMENT

This License Agreement made on the 30th day of June'2016 at Delhi between Medical Superintendent, Safdarjung Hospital, Ministry of Health & Family welfare Government of India, New Delhi, on behalf of President of India (hereinafter called the "First Party"/ "Hospital", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assignees) of the First Party And Dr Khanna's Pathcare Pvt Ltd., A-43, Hauz Khas (Near Hauz Khas Police Station), New Delhi 110016 acting through its

Shy Khas

Director

01.7.16

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

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Director, Dr. Sherry Khanna (herewith called The Second Party" / "Licensee", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigned of the Second Part;

WHEREAS The first party through tender No. 4-3-SIC/SJH/Lab Tender/2015, dated 08/10/2015, invited bids for outsourcing of laboratory services at Sports Injury Centre, Safdarjang Hospital, New Delhi.

ANDWHEREAS the second party in response to the tender no.4-3-SIC/SJH/Lab Tender/2015, dated 08/10/2015, has submitted its bid dated 25/11/2015 for outsourcing of laboratory services at Sports Injury Centre, Safdarjang Hospital, New Delhi.

ANDWHEREAS the above mentioned bid dated 25/11/2015 submitted by second party, is accepted by the First Party.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this License Agreement words and expressions shall have the same meaning as are respectively assigned to them in the condition of contract hereinafter referred to.
2. The following documents shall be deemed to from the integral part of this License Agreement and to be read and construed as part of this License Agreement, viz:
 - a. IFB No. 4-3-SIC/SJH/Lab Tender /2015, dated 19/10/2015.
 - b. Tender No. 4-3-SIC/SJH/Lab Tender /2015, dated 08/10/2015 for outsourcing of laboratory services for Sports Injury Centre, Safdarjung Hospital, New Delhi.
 - c. Bid Submitted by Second Party, vide letter No. Nil, dated 25/11/2015.
 - d. Notification of Award bearing No.4-3-SIC/SJH/Lab Tender /2015 dated 30th June, 2016.
3. The percentage of revenue sharing between the Hospital and Licensee shall be as Follows:-

Sharing Parties	(%) Percentage Sharing
Sports Injury Centre, Safdarjung Hospital, New Delhi	38.1% (Thirty Eight Point one percent)
Dr. Khanna's Pathcare Pvt Ltd. A-43, Hauz Khas, (Near Hauz Khas Police Station), New Delhi -110016.	68.9% (Sixty eight point Nine percent)

The percentage revenue sharing stated above shall remain unchanged during the entire currency of this License Agreement.

For Dr. Khanna's Pathcare Pvt. Ltd.

Sherry Khanna

Director

01.7.16

In witness whereof the parties hereto have caused this Agreement to be executed the day month and year first above written.

Signed, sealed, and Delivered by the said _____

[Handwritten signature]
P.F. 16

Medical Superintendent, Safdarjung Hospital, Ministry of Health & Family Welfare, Govt. Of India New Delhi. for and on behalf President of India.

For Dr. Khannas Pathcare Pvt. Ltd.

In the presence of _____

[Handwritten signature]
01/07/16

Director

For Dr. Khannas Pathcare Pvt. Ltd.

Signed, sealed and delivered by the said _____

[Handwritten signature]
11/7/16

Director (SHERLY KHANNA)

1st July 2016

For and on behalf of Dr. Khanna's Pathcare Pvt. Ltd. A-43, Hauz Khas, (near Hauz Khas Police Station), New Delhi-110016.

Witness (1) : *[Handwritten signature]* - *Mohd Sheheuddin To Mohd Saefuddin*
11/7/2016

Witness (2) : *[Handwritten signature]*
01/07/16
(SDA, SIC)

4-3-SIC/SJH/Lab Tender/2015

Dated: 30th June, 2016

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NOTIFICATION OF AWARD

Dr. Khanna's Pathcare Pvt. Ltd.,
A-43, Hauz Khas, (near Hauz Khas Police Station),
New Delhi-110016

Subject : Tender No. IFB No. 4-3-SIC/SJH/Lab Tender/2015, dated 08.10.2015 for outsourcing of Laboratory Services for Sports Injury Centre, Safdarjung Hospital, New Delhi.

Reference:

1. IFB No. 4-3-SIC/SJH/Lab Tender/2015, dated 19.10.2015
2. Your Bid submitted vide letter no. Nil, dated 25.11.2015

Sirs,

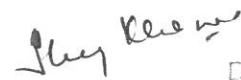
With reference to above mentioned communications, Medical Superintendent, Safdarjung Hospital, Ministry of Health & Family Welfare Government of India, New Delhi, (the "**Hospital**"), on behalf of President of India, is pleased to inform Dr. Khanna's Pathcare Pvt. Ltd. (the "**Licensee**"), that Licensee's above referred bid date 25.11.2015 submitted against subject mentioned tender, has been accepted on the terms and conditions as mentioned in the said tender document for Outsourcing of Laboratory Services for the Sports Injury Centre, Safdarjung Hospital, New Delhi.

This Notification of Award and scope of Laboratory Services shall be governed by the terms and conditions of the subject mentioned in the tender document, the above referred amendments and the bid submitted by Licensee.

This Notification of Award shall form an integral part of the Contract/Agreement (the "**License Agreement**"), which is to be executed by and between the Hospital on behalf of President of India and the Licensee, after acceptance of this Notification of Award by Licensee.

The Licensee shall take over the space allocated for the Laboratory Services at Sports Injury Centre, Safdarjung Hospital New Delhi and install and commission Laboratory equipments with all accessories for the Emergency Laboratory Investigations (as per Annexure IV-A of the tender document), within two months from the date of issuance of this


30.6.16


Director

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Notification of Award. The delayed installation shall attract penalty of Rs. 10,000/- (Rupees Ten Thousand Only) per week and any delay more than one month shall entail automatic cancellation of the License Agreement and earnest money deposit shall stand forfeited.

Upon successful installation and commissioning of Laboratory equipments, the date of commencement of the Laboratory Services shall be notified separately.

The License Agreement between the Hospital on behalf of President of India and the Licensee shall be valid initially for a period of **FIVE** years from the date of commencement of the Laboratory Services. The Sports Injury Centre, Safdarjung Hospital reserves the right to terminate the License Agreement at any time, after providing an opportunity of hearing, in case there occurs any violation of terms & conditions of the License Agreement by the Licensee.

The Laboratory Services shall function for patient care 24 hours a day for all 365 days in a year. The Licensee will ensure a minimum of 95% uptime of each equipment.

Infrastructure & Management:

The Hospital shall provide the constructed space with free Electricity & Water connection at single point within the space allocated and the Licensee is required to initiate the action to further extend these points based on his requirements, immediately.

Human resource.

The Licensee is required to deployed minimum manpower during the period of License Agreement as per Annexure VI of Licensee's above referred bid. Licensee is required to submit the credentials of the manpower to be deployed for Laboratory Services to the Hospital reference and record.

For Dr. Khannas Pathcare Pvt. Ltd.

[Handwritten Signature]

Director

[Handwritten Signature]
20.6.16

Accounting Procedure / Revenue Computation:

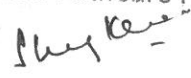
The percentage of revenue sharing between the Hospital and Licensee shall be as Follows:-

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Dr. Khanna's Pathcare Pvt. Ltd. A-43, Hauz Khas, (near Hauz Khas Police Station), New Delhi-110016	68.9% (Sixty Eight point Nine percent)


The percentage revenue sharing stated above shall remain unchanged during the entire currency of the License Agreement.

The Investigation charges, both from patient referred by Safdarjung Hospital, New Delhi and from outside patients would be collected by Hospital on receipt, in Triplicate on the CGHS prescribed rate prevailing on the date of receipt. An ESCROW account would be created so that money due on revenue share to the Licensee are automatically credited to Licensee's account on a daily basis. The base rate for all tests shall be the same as the CGHS rates as applicable on the date of collection of sample for test.

For Dr. Khannas Pathcare Pvt. Ltd.



Director



30.6.16

SIGNING OF AGREEMENT

Licensee is required to submit duly signed & stamped (on each page), License Agreement (as per the enclosed proforma), on non-judicial stamp of requisite value, to the Hospital within 10 days from the date of issue of this Notification of Award.

Licensee is requested to accept this Notification of Award by signing and putting up Licensee's seal on the second copy of this Notification of Award enclosed herewith and send the duly accepted second copy within 5 days from the date of issue this Notification of Award to the Hospital, failing which the above referred bid shall stand rejected and earnest money deposit shall stand forfeited.

Kindly acknowledge.

Thanking You,

Yours faithfully



(Dr. A.K. Rai)
Medical Superintendent,
Safdarjung Hospital,
New Delh- 110029

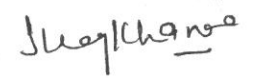
- Encl:- 1. Proforma of License Agreement
- 2. Second copy of Notification of Award

o/c


30.6.16

Received
Sheeg Khanna
30.6.16
11:35pm

Dr. Sheeg Khanna's Pathcare Pvt. Ltd.



Director

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Notification of Award is accepted

For Dr. Khanna's Pathcare Pvt. Ltd.

Signature *Sherry Khanna* Director

Name DR. SHERY KHANNA

For and behalf of
Dr. Khanna's Pathcare Pvt. Ltd.,
A-43, Hauz Khas (Near Hauz Khas Police Station),
New Delhi - 110016

Seal/stamp of Dr. Khanna's Pathcare Pvt. Ltd.

Copy to:-

- 1. Director, Sports Injury Centre, Safdarjung Hospital, New Delhi.
- 2. DDA, Sports Injury Centre, Safdarjung Hospital, New Delhi for necessary action.

3/2/16
O/C

3. PS to MS, SJH.

NC/ST

For Dr. Khanna's Pathcare Pvt. Ltd.

Sherry Khanna
Director