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CONTRACT AGREEMENT

THIS AGREEMENT made on the 21st Day of July, 2010 at Delhi, between Additional Director General and Medical Superintendent, Safdarjung Hospital, Ministry of Health and Family Welfare, Govt. of India (hereinafter "the First Party") of one part and M/s Mahajan Imaging Pvt. Ltd., K-18, Hauz Khas Enclave, New Delhi - 110016 (hereinafter "the Second Party/Licetsee") of the other part:

WHEREAS the First Party invited bids for wet leasing of certain Medical Equipments and services and has accepted a bid by the Second Party/Licensee for the wet-leasing of Medical Equipments and Services on revenue sharing basis.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form the integral part of this agreement and shall be read and construed as part of this Agreement, viz. :
 - a) IFB No. HSCC/PUR/SIC-Safdarjung/Wet Lease/2009 dated 14.09.2009.
 - b) Amendment-I dated 13.10.2009 carried out in IFP No. HSCC/PUR/SIC-Safdarjung/Wet Lease/2009 dated 14.09.2009;
 - c) Tender Form (Annexure-I) and the Revenue Sharing Form (Section- I-B) submitted by the Second Party/Licensee;
 - d) Undertaking submitted by the Second Party/Licensee (Annexure-II);
 - e) Clinical Tests and Investigation Charges (Section- I-A);

[Signature]

[Signature]
 डॉ. एम. के. मोहंती
 DR. N. K. MOHANTY
 एम. एस. एम. एच. एच. सी. एच. एम. सी. एच.
 अवर मेडिकल सुपरिन्टेंडेंट एवं चिकित्सा अधिकारी
 Addl. D.G. & Medical Superintendent
 Safdarjung Hospital
 New Delhi - 110029

f) Technical Specifications as per Section-II;

g) Notification of Award bearing No. Z 28015/46/2008-H/SJH/SIC/Wet Lease/2010 dated 13.07.2010.

3. The percentage of revenue sharing between the First Party and Second Party/Licensee shall be as follows:

Sharing Parties	(%) Percentage Sharing
First Party	26
Second Party/Licensee	74

4. The revenue sharing stated above shall remain unchanged during the entire currency of the contact, i.e., initially for a period of **Ten** years (would be negotiable) from the date of commissioning of Medical Equipments, and it could be cancelled at any time, after providing an opportunity of hearing, in case there occurs violation of terms and conditions of the contract by the licensee.

This Contact Agreement shall be governed by the terms and conditions of tender documents bearing IFB No HSCC/PUR/SIC-Safdarjung/Wet Lease/2009 dated 14.09.2009 and its subsequent Amendment-I dated 13.10.2009.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, sealed and delivered by the

Additional Director General & Medical Superintendent, Safdarjung Hospital, Ministry of Health and Family Welfare, Govt. of India

in the presence of : _____

DR. N. K. MOHANTY
DR. N. K. MOHANTY
Addl. D.G. & Medical Superintendent
Safdarjung Hospital
New Delhi - 110029

Signed, sealed and delivered by the



M/s Mahajan Imaging Pvt. Ltd., K-18, Hauz Khas Enclave, New Delhi - 110016 (Licensee)

in the presence of : _____

GOVERNMENT OF INDIA
OFFICE OF THE ADDL. DG & MEDICAL SUPERINTENDENT
SAFDARJANG HOSPITAL & VMMC
NEW DELHI – 110029

No. Z 28015/46/2008-H/SJH/SIC/Wet Lease/2010

Dated : 23rd July, 2010

NOTIFICATION OF AWARD

M/s. Mahajan Imaging Pvt. Ltd.,
K-18, Hauz Khas Enclave,
New Delhi – 110 016.
Tel No. 011 – 43138000, 26960100/03/04/05

Subject : Wet Leasing of Medical Equipments (16 Slice CT Scan, 1.5 T MRI, Colour Doppler, Digital X-Ray, Dexa Bone Densitometer) for Sports Injury Centre at Safdarjung Hospital, New Delhi.

Ref. : IFB No. HSCC/PUR/SIC-Safdarjung/Wet Lease/2009 dated 14.09.2009.
Amendment 1 dated 13.10.2009 carried out in IFB No. HSCC/PUR/SIC-Safdarjung/Wet Lease/2009 dated 14.09.2009
Your Offer No. Nil dated 21.10.2009
Your Letter No. Nil dated 25.11.2009
Your Letter No. Nil dated 26.11.2009
Your Letter No. Nil dated 16.02.2010
Your Letter No. Nil dated 05.04.2010
Your Letter No. Nil dated 22.06.2010

Dear Sirs,

With reference to above, **Additional Director General & Medical Superintendent, Safdarjung Hospital, Ministry of Health & Family Welfare, Govt. of India** is pleased to inform M/s. Mahajan Imaging Pvt. Ltd. (the “Licensee”) that your bid dated 21st October, 2009 submitted against above referred IFB has been accepted as per the terms and conditions specified in the tender documents bearing IFB No. HSCC/PUR/SIC-Safdarjung/Wet Lease/2009 dated 14.09.2009 and its subsequent Amentment-1 dated 13.10.2009. Details of equipments to be wet leased are as under:

S. No.	Item Description	Make & Model	Total Qty.
1	16 Slice CT Scan	Wipro GE: New Bright Speed 16 Elite Philips Electronics India Ltd: Brilliance 16 Slice	1
2	1.5 T MRI	Wipro GE: 1.5 T Signa Excite HDX Philips Electronics India Ltd: Achieva 1.5 T	1

3	Ultra Sound with Colour Doppler	Wipro GE: Voluson E6 BT09 Philips Electronics India Ltd: IU 22 Ultrasound	1
4	1000 m A X- Ray Machine	Philips Electronics India Ltd: Digital Diagnost System	1
5	Dexa Bone Densitometer	Wipro GE: Prodigy Advance	1

The percentage of revenue sharing between the Licensee and Sports Injury Centre, Safdarjung Hospital, New Delhi shall be as follows:

Sharing Parties	(%) Percentage Sharing
Sports Injury Centre, Safdarjung Hospital, New Delhi	26
M/s. Mahajan Imaging Pvt. Ltd., K-18, Hauz Khas Enclave, New Delhi- 110 016. (Licensee)	74

The percentage revenue sharing stated above shall remain unchanged during the entire currency of the contract i.e. initially for a period of **Ten** years (would be negotiable) from the date of commissioning of Medical Equipments, and it could be cancelled at any time, after providing an opportunity of hearing, in case there occurs violation of terms and conditions of the contract by the licensee.

This Notification of Award shall form the integral part of the Contract Agreement to be executed between Sports Injury Centre and Licensee after acceptance of this Notification of Award by Licensee.

This Notification of Award shall be governed by the terms & conditions of tender documents bearing IFB No. HSCC/PUR/SIC-Safdarjung/Wet Lease/2009 dated 14.09.2009 and its subsequent Amentment-1 dated 13.10.2009.

Some of the major terms & conditions of tender documents bearing IFB No. HSCC/PUR/SIC-Safdarjung/Wet Lease/2009 dated 14.09.2009 and its subsequent Amentment-1 dated 13.10.2009, are stated herein under for ready reference:

- 1. Delivery :** Brand new Medical Equipments with all accessories to be installed within three (3) months of handing over of completely constructed and furnished air-conditioned space designated for the radiology centre in the Sports Injury Centre, Safdarjung Hospital, New Delhi.

[Handwritten Signature]

Only Brand new equipment will be installed. However, if the equipments get obsolescent or spoilt they will be replaced by the service provider.

For delayed installation a penalty of Rs. 30,000/- per week shall be levied. If the delay is for more than one month, the order would stand automatically cancelled and Earnest Money (security deposit) shall stand forfeited.

2. Human Resource:

The technicians, deployed by the licensee, should have the necessary qualification from a recognized institution and the as per the undertaking submitted by Licensee in this regard. **(Annexure II of Tender Document)**

The licensee shall arrange for the services, on their own, of required medical faculty required for diagnosis/investigation of patients.

The staff of Licensee would ensure good medical practice and high ethical values towards patients under overall supervision of Sports Injury Centre, Safdarjung Hospital, New Delhi.

The services to be provided by licensee shall be as per NABH/AERB guidelines.

3. Radio Diagnosis & Imaging:

The proposed Centre shall be a role model in single minded focus on patient service quality in Sports Injury Centre, Safdarjung Hospital, New Delhi and propagation of education at Safdarjung Hospital.

The generation of reports and performance of image guided procedures of all cases would be done by Licensee.

The Sports Injury Centre of Safdarjung Hospital will have full right over the data generated by proposed system, and this would not be transmitted to any other agency without prior permission of HOD – Sports Injury Centre of Safdarjung Hospital, New Delhi. The radiology Centre would however have full right to publish academic papers in medical and other journals and books and give lectures and presentations in conferences and symposia without requiring any permission.

The licensee shall ensure best quality of investigations and protocols to integrate all facets of diagnostic delivery in a

seamless manner. For quality control, head of the Sports Injury Centre will review the quality on monthly basis.

The poor quality scans/ investigations will have to be repeated at no extra cost. As regards to the doubtful observations or incomplete study, a repeat scan/ investigation will only be carried out after review by head, Sports Injury Centre of Safdarjung Hospital, New Delhi.

The proposed Centre shall allow members of all faculties of Safdarjung Hospital, New Delhi to have access to view Scans/ investigations of their respective patients for clinical management, and in no way the teaching / training / research process and other academic activity of Safdarjung Hospital, New Delhi will be obstructed at the facility proposed to be created. Residents of radiology may be posted to the Centre on a regular basis and would be allowed to do reporting of cases. When posted in the Centre these residents would be under administrative control of the Director of the radiology Centre, Sports Injury Centre.

The patients' data available would have to be made accessible to HIS and PACS systems of Sports Injury Centre, Safdarjung Hospital, New Delhi, as and when required.

The licensee will have to do 10 (ten) numbers of FREE cases (non cumulative) per month. The Medical Superintendent, Safdarjung Hospital or any committee nominated by him or Ministry of Health & Family Welfare, Govt. of India will have a reserved absolute right in this regard.

The licensee will manage the disposal of biomedical waste as per government norms and for the same he has to arrange requisite dust bins and polythene bags etc. at his own cost. The hospital would then remove these and dispose of them as is being done for the rest of the hospital. The licensee will observe and follow all radiation protection measures as per the guidelines of AERB.

**4. Accounting Procedure/
Revenue Computation:**

The Centre, as proposed on Wet Lease, will have to offer professional ambience, uncompromising clinical quality at an acceptable cost and superior service in minimal waiting time. The investigation facility will have to function for

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patient care from **8 AM to 9 PM** on all working days and provide emergency services on call basis on other days for cases that require genuinely urgent scans. The licensee will ensure a minimum of 95% uptime of each equipment.

The scan/investigation charges, both from patients referred by Safdarjung Hospital, New Delhi and from outside patients would be collected by the Sports Injury Centre of Safdarjung Hospital on Receipt in Triplicate. Two copies of receipt will be issued to patient, one of which should be retained by the Licensee for reconciliation purpose. An ESCROW account would be created so that money due to the Licensee is automatically credited to his account on a daily basis.

The licensee would be free to use the Medical Equipments for outside patients, if any, at the same rates, charges of which will be collected by the Safdarjung Hospital, New Delhi. However, priority shall always remain for patients referred from Sports Injury Centre, Safdarjung Hospital, New Delhi.

Licensee will have to make arrangements for Investigation of patients referred from Sports Injury Centre, Safdarjung Hospital, New Delhi on approved rates in case the Medical Equipment(s) / accessory is out of order even for one day. In the event of 'break-down' of Medical Equipment(s) / Accessory, the Licensee would be liable to pay demurrage to Sports Injury Centre, Safdarjung Hospital @ Rs.30,000/- per day in case the breakdown leads to the uptime going below the mandatory requirement of 95%.

The rates will be fixed / revised by the Sports Injury Centre, Safdarjung Hospital, New Delhi, in consultation with and protecting the due interest of the Licensee.

The premises provided by Sports Injury Centre, Safdarjung Hospital, New Delhi for wet leasing, shall immediately revert back to the possession of Hospital at the expiry/ termination of the contract. The licensee must hand over the vacant premises with in a period of 30 days after expiry/termination. In case the Licensee fails to vacate the premises with in the specified period of expiry/ termination, a penalty of Rs.15000/- per day for 90 days will be imposed on the Licensee. Beyond this period, Sports Injury Centre, Safdarjung Hospital without prejudice

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to any other contractual rights and remedies available to it, will vacate the premises at the risk and cost of the Licensee. In such a case the Hospital Administration will not be responsible for any loss/ damage to the machines/ property of the Licensee.

You are requested to kindly accept this Notification of Award and send the same to this office alongwith enclosed Contract form duly signed with in 10 days from the of issue of this Notification of Award.

Kindly acknowledge.

(Dr. N.K. Mohanty)
Additional DG & MS,
Safdarjung Hospital

Encl: i) Contract Form

Received (Rajesh Saini)
13/7/12 9818029079