



सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of Karnataka

#### e-Stamp

Certificate No.	: IN-KA78100578784605R
Certificate Issued Date	: 20-Mar-2019 11:43 AM
Account Reference	: NONACC (FI)/ kacrsf108/ NAGARABHAVI1/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0887440434183861R
Purchased by	: TRIDENT DIAGNOSTICS AND HEALTHCARE PVT LTD
Description of Document	: Article 37 Note or Memorandum
Description	: M O U
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TRIDENT DIAGNOSTICS AND HEALTHCARE PVT LTD
Second Party	: RAJA RAJESHWARI MEDICAL COLLEGE.
Stamp Duty Paid By	: TRIDENT DIAGNOSTICS AND HEALTHCARE PVT LTD
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Please write or type below this line

#### Memorandum of Agreement

This Indenture of Agreement has been made and executed at Bangalore on this 20<sup>th</sup> Wednesday of the month of February - 2019

#### BETWEEN

- (1) **M/s. Trident Diagnostics & Healthcare Pvt. Ltd , a NABL accredited laboratory (MC-2251) represented by Kirandev Hiremath, located at # 313, 2nd Main, Jagajyothi Nagara, Next to VSS Intl. School, Nagadevanahalli, 80 Feet Outer Ring Road, Bangalore-560 056**  
**PAN: AAFCT8237L**

Seal & Signature  
Bangalore-56

#### 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.
3. In case of any discrepancy please inform the Competent Authority.

Seal & Signature

H.O.D - RRMCH

Professor & HOD

Department of Biochemistry  
Rajarajeswari Medical College & Hospital  
Bangalore -

AND

- (2) **RRMCH (RAJA RAJESHWARI MEDICAL COLLEGE & HOSPITAL)** is a unit of Moogambai Charitable And Education Trust, a NABH accredited Hospital located at 202, Mysore road Kambipura Bengaluru, Karnataka

**PAN:AAATM1102**

**M/s. Trident Diagnostics & Healthcare Pvt. Ltd** takes pleasure in contracting with you as a client with the following terms and conditions on.

### TERMS AND CONDITIONS

The term of this MOU will be inforce for a period of one year from the date of entering into agreement

That, if both the parties are satisfied with the service then after the lapse of one year. They can go for the renewal of this agreement along with any other amendments.

**1. Investigations :** All the investigations and services will be provided as described in the Lab to Lab services effective from however, changes if any will be intimated through circular.

### 2. Logistics :

- a) The sample pickup and report delivery services will be provided by Trident Diagnostics as per predefined routes fixed by us. However, in case of genuine emergency, the services shall be rendered at odd hours depending on availability of the courier boy.
- b) Primary responsibility of collecting samples lies with the centre Collecting Samples. Trident Diagnostics will not be responsible for any sample loss due to natural calamities and incidences beyond our control.
- c) It will be our endeavor to send you to reports of the specimens sent to us as per the schedule defined in our price list. But Trident Diagnostics will not be responsible for delays due to circumstances beyond our control.

**3. Pricing :** Refer to Trident Diagnostics latest lab to Lab services for the test charges. The center agrees not to charge lesser than the charges mentioned in the Lab to Lab of services. For confirmation for doubt, you are requested to call us for the query related to price of any test to the Laboratory Manger / Marketing Manager of Trident Diagnostics.

Seal & Signature

MD

Seal & Signature

H.O.D - RRMCH

Professor & HOD  
Department of Biochemistry  
Rajarajeswari Medical College & Hospital  
Bangalore - 560 074



4. **Discounts :** No discounts done due to Lab to lab services, however if any special discounts is offered will be captured in Annexure I.

5. **Billing :** A monthly bill statement describing patient's name, date of receipt of sample, SID number, total charges, collection charges, and net charges payable will be issued of every month. Any discrepancy in the bill has to be reported within 2 days of the receipt of the bill in writing at our email address only [lab@tridentdiagnostics.com](mailto:lab@tridentdiagnostics.com) / [info@tridentdiagnostics.com](mailto:info@tridentdiagnostics.com) / [accounts@tridentdiagnostics.com](mailto:accounts@tridentdiagnostics.com).

6. For samples sent from your institute / organization for HIV testing it is precluded that consent has been taken including Pre-test and Post-test counseling as per NACO Guidelines.

7. **Sampling:** Samples to be sent to Laboratory as per the Sample procedures defined in our Lab to Lab Services. The Lab has to make arrangements for additional sampling in case samples are not collected as per the procedure / Quantity not sufficient / for repetition of test done to reasons beyond the control of the lab. A charge towards the repetition of test is at the sole discretion of the Laboratory.

#### 8. Payments:

- a. Credit period of 45 days will be given to the client will be given to the client from the start of the month for which the billing is done.

**Ex:** For the billing month of Jan 19, Payments can be made latest by 15<sup>th</sup> Feb 19

- b. Delayed payments beyond the Credit period will attract interest at the rate of 18% per annum. If the due amount exceeds the credit limit sanctioned by us in the system, services will be automatically deactivated without prior information.
- c. Payments to be made by Cheque or DD favoring "Trident Diagnostics & Healthcare Pvt. Ltd".
- d. We recommend avoiding cash payments. Cash transaction should be done with prior information to the management, solely at your responsibility. Trident Diagnostics will not be responsible for loss of cash in transit and such complaints will not be entertained.
- e. Please take an acknowledgment and signature of the Trident Diagnostics representative receiving cash, which needs to be produced in case of dispute.

Seal & Signature  
M.D.

Seal & Signature

H.O.D - RRMCH

Professor & HOD  
Department of Biochemistry  
Rajarajeswari Medical College & Hospital  
Bangalore - 560 074

- f. Though we shall be sending the receipts of the payments, you are requested to pursue the matter in case the receipt is not obtained.

**9. Accounts:** For account / audit purpose, if required by us, you are requested to share your statement of account with us.

**10. Services Support -**

1. A Lab Manager or concerned Technical Managers of Trident Diagnostics will take care of any questions / suggestions with regards to reports, samples, urgent pickups, billing and operations.
2. Trident Diagnostics will provide you with the latest technical updates and expertise through CME's, Diagno View magazine and business management education through workshops which will aid you in your growth plans.

**12. Loyalty :** The center agrees to send all the referral test to Trident Diagnostics only.

**13. Liability :** In case of Hospital or Hospital lab is handed over to other Management or Party, Liability of due payment lies with the Management or Party having MOA with Trident Diagnostics.

**14.** This is non-exclusive agreement will be valid till 31.03.2020 and can be extended by mutual consent of both the parties. However, either party will be at liberty to terminate this agreement by giving 30 days notice in writing after settling all its dues to the other party. It is mandatory as per our company policy; renewal of agreement should be done at every end of financial year.

**Other Conditions**

- a) Confidentiality: The Parties shall keep in strict confidence any confidential information received by them from the other Party while participating in affairs/businesses during the term of this Agreement ("Confidential Information") and shall not disclose such Confidential Information, anytime in future, to any person/party not being party to this Agreement. Confidential Information shall, at all times, remain the property of the disclosing Party and the receiving Party shall not acquire any rights to such Confidential Information.
- b) Indemnity: Each Party shall indemnify, defend, and hold harmless the other Party harmless against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages, and expenses (including, without limitation, reasonable attorneys' fees) arising out of any breach (or alleged breach) by the first party of any of the provisions or representation and warranties of this Agreement.

Seal & Signature

M.D

Seal & Signature

H.O.D - RRMCH


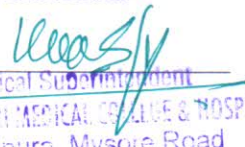
Professor & HOD

Department of Biochemistry  
Rajarajeswari Medical College & Hospital  
Bangalore - 560 074



- c) Notice: All notices given hereunder shall be given in writing, by personal delivery, or Registered Post A.D., at the address of the parties set forth in this Agreement, unless either Party, at any time or times, designates another address for itself by notifying the other Party thereof by Registered Post A.D. only, in which case, all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post A.D. shall be deemed delivered on the third day from the date of dispatch of such Registered Post A.D.
- d) Governing Laws and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of India. Courts at Bangalore, to the exclusion of all other courts, shall have the exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement.
- e) Dispute Resolution: Any dispute between the Parties, inter se, arising out of or in relation to this Agreement shall be resolved by the Parties mutually within fifteen (15) days' of one Party giving to the others, notice of the said dispute, failing which, the said dispute shall be referred to arbitration to be conducted by a sole arbitrator appointed by the company in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any amendments thereto ("Act"). Arbitral proceedings shall also be conducted in English language as per the provisions of the Act. Venue for such arbitration proceeding shall be Bangalore.
- f) Entire Agreement and Amendments: This Agreement constitutes the entire understanding amongst the Parties. This Agreement shall be binding on all Parties and may be specifically enforced by either Party. No changes, alterations, amendments or variations to this Agreement shall be valid or effective unless effected by one or more instruments in writing and signed by all the Parties to this Agreement.

In witness where of, the Parties here to have set their hands on the day and month as here in above mentioned:

Trident Diagnostics & Healthcare Pvt. Ltd Signature:  Name: <b>Managing Director</b> Designation:	<b>RAJA RAJESHWARI MEDICAL COLLEGE &amp; HOSPITAL</b> Signature:  Name: <b>RAJESHWARI MEDICAL COLLEGE &amp; HOSPITAL</b> Kambipura, Mysore Road Kengeri, Bangalore - 560 074 Designation:
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Witnesses:

1. 

**DEAN**  
**Raja Rajeshwari Medical College & Hospital**  
Kambipura, Mysore Road  
Bangalore - 560 074

SL NO	TEST NAME	PRICE
<b>A</b>	<b>URINE SAMPLE</b>	
1	URINE PROTEIN	150
2	URINE MICRO ALBUMIN	200
3	URINE CREATINE	100
4	URINE CALCIUM	80
5	URINE OSMALITY	400
<b>B</b>	<b>CSF SAMPLE</b>	
1	GLUCOSE	20
2	PROTEIN	120
3	LDH	250
4	CHLORIDE	150
<b>C</b>	<b>PLEURAL FLUID</b>	
1	ADA	250
2	AMYLASE	150
3	LIPASE	150
4	GLUCOSE	20
5	PROTEIN	120
<b>D</b>	<b>ASCITIC FLUID</b>	
1	AMYLASE	150
2	LIPASE	150
3	GLUCOSE	20
4	PROTEIN	150
5	ADA	250
<b>E</b>	<b>SYNOVIAL FLUID</b>	
1	GLUCOSE	20
2	PROTEIN	120

Samples will be sent for Index lab  
Comparison once in 3 months.

For TRIDENT DIAGNOSTICS & HEALTH CARE PVT.LTD.

Seal & Signature

Managing Director

Seal & Signature

H.O.D - RRMCH