



महाराष्ट्र MAHARASHTRA

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RM. 370494

0V 2017

अ.क्र. दिनांक किंमत

३४३०४ २५/११/१७

प्रमोद म. कुलकर्णी

मुद्रांक विक्रेता

एन-६, विटो, औरंगाबाद.

License No. 3101056

हस्ताक्षरित मेहो ए.जी.एम. मेडिकल कॉलेज अँड हॉस्पिटल लिमिटेड

हस्ताक्षरित मेहो ए.जी.एम. मेडिकल कॉलेज अँड हॉस्पिटल लिमिटेड

This memorandum of agreement has been signed and executed at Aurangabad on 1<sup>st</sup> December, 2017

BETWEEN

- 1) M/s Siddhi Metropolis Healthcare,  
authorized franchise and Associate Referral Center (ARC) of  
Metropolis Healthcare Ltd.  
Near Brain Hospital, Nutan Colony, Aurangabad.  
Through its Director.
- 2) Metropolis Healthcare Ltd.

A company registered under the companies Act, 1956 having its registered office  
at 250 D, Udyog Bhavan (Behind Glaxo), Hind Cycle Marg, Worli, Mumbai-  
400030.

Through its Authorized representative.

AND

M.G.M. Medical College and Hospital,  
having its registered address at N-6, CIDCO,  
Aurangabad, Maharashtra.  
Through its Authorized representative.



WHEREAS, Metropolis Healthcare limited is a company registered under the companies  
Act, 1956 and running pathology labs in various parts of India. Metropolis Healthcare

WHEREAS, M/s. Siddhi Metropolis Healthcare Ltd., Aurangabad is proprietary firm and is appointed and engaged as Associate Referral Center (ARC) by Metropolis for Aurangabad. Said ARC collects sample from clients of Metropolis for investigations to be done at Metropolis.

WHEREAS, Metropolis Healthcare Ltd. through its ARC i.e. M/s. Siddhi Metropolis Healthcare Ltd., Aurangabad has approached MGM Medical College and Hospital and shown its desire to provide Medical Laboratory Services independently on a quality, professional basis consistent with all applicable industry standards and in accordance with terms and conditions set out under this Memorandum of Understanding.

WHEREAS, MGM College and Hospital is being run by Mahatma Gandhi Mission, a public charitable trust registered under Bombay Public Trust Act, 1950 and Societies Registration Act. Since inception of MGM Medical College and Hospital is focused on providing affordable 24 hours world class medical health care service including laboratory service to its patients.

NOW THEREFORE, in consideration of the foregoing and mutual covenants, promises and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follow:

1. **Service:** The Metropolis shall carry out all the investigations and services as described in the directory of services effective from **01<sup>st</sup> August 2017** on an as needed basis in accordance with all applicable State and Central laws, rules and regulation as applicable to clinical laboratory. It has been agreed between the parties that the variation in investigation charges will be intimated by Metropolis to MGM Medical College and Hospital through circular and selected investigation/test may be discontinued without prior intimation and due to unavoidable circumstances.
  2. **Logistics :**
    - a. M/s Siddhi Metropolis shall provide sample pick-up services during working day from the Central Pathology Laboratory of MGM Medical College and Hospital. In case of genuine emergency on Sunday and even on odd hours and on public holyday M/s Siddhi Metropolis shall provide pick-up service depending on availability of courier boy.
    - b. M/s Siddhi Metropolis shall submit the samples so collected to Metropolis and upon completion of test, as prescribed; Metropolis shall upload the test reports on their web address which is provided to Hospital. MGM Medical College and Hospital shall print the test reports so uploaded on the web address. The logistic assistant may deliver printed copy of the reports during his regular visit.
- M/s Siddhi Metropolis shall be responsible for all claims, costs and expenses of



...any other action for delay in dispatching the test reports due to circumstance beyond the control of Metropolis.

- e. Siddhi Metropolis shall provide serum vials and all vacuum containers except gel tubes at its own cost on replacement basis to Central Pathology Lab.

3. **Pricing :** Metropolis shall charge test service as per its latest directory of services for the test charges. MGM Medical College and Hospital is expected to adhere the same price and is requested not to pay lesser than the charges mentioned in directory of services.

4. **Discounts :** The parties agree to refer to new DOS effective from 01<sup>st</sup> August, 2017 for all the test conducted by Metropolis Healthcare Ltd. Siddhi Metropolis shall conduct the discount as per detail discount structure and 'Exhibit No. A' to this agreement.

Test category	Discount Percentage
L1	25.00
L2	20.00
L3	15.00
L4	10.00
L5	05.00

5. **Billing:**

- a. M/s Siddhi Metropolis shall raise monthly bill thereby describing name of patient, VID number, and net charges payable for every 30 days. Any discrepancy in the monthly bill shall be reported to M/s Siddhi Metropolis within 10 days of receipt of bill, in writing by email [siddhimetropolis@yahoo.com](mailto:siddhimetropolis@yahoo.com). It has been further agreed that delayed request shall not be addressed.
- b. M/s Siddhi Metropolis shall provide patient's invoice copies of all the tests conducted at their facility.

6. **Payments :**

- a. MGM Medical College and Hospital shall make payment of monthly bill to M/s Siddhi Metropolis within 30 days from the day of receiving bill.
- b. Prolonged or delayed payment may lead to code inactivation at the discretion of Metropolis.
- c. MGM Medical College and Hospital shall make payment of monthly bill by cheque or DD in the name of "Siddhi Metropolis"
- d. MGM Medical College and Hospital shall deduct TDS from monthly bill as per applicable laws the PAN No. AJSPB0864C. MGM Medical College and Hospital shall issue TDS certificate timely on or before 30<sup>th</sup> April of each financial year.

1. MGM Medical College and Hospital shall carryout cash transaction in case of emergency with prior intimation to M/s Siddhi Metropolis. In case the MGM Medical College and Hospital carries out cash transaction, it shall obtain acknowledgment and signature of person, agent, and anybody of acting on behalf of Siddhi Metropolis, receiving cash. Such receipt shall be conclusive proof of evidence in case of any dispute between the parties.
- g. M/s Siddhi Metropolis shall send hard copy of all receipt of payment received by it as early as possible.
7. **Accounts :** The parties hereby agree that, the parties, on written request, shall share the statement of account with each other for the purpose of settling accounts/audit purpose etc if required.
8. **Confidentiality :**
  - a. The parties hereby agree that they shall not disclose any third party, any confidential information regarding details of this Memorandum of Understanding and/or otherwise in connection with the parties of this agreement, including any and/or all financial, technical, commercial, other information concerning the medical laboratory test and services and affairs of MGM Central Pathology Laboratory.
  - b. M/s Siddhi Metropolis and Metropolis and/or its staff, employees, agent and/or anybody acting on behalf of them shall not disclose to any third party, except where found or required by law, any test report or medical record and/or information regarding medical record of patient whose sample is tested in their laboratory.
9. **Liability and responsibility:** Metropolis shall be liable for any and/or all the claims, costs and expenses arising from or out of any alleged negligence and/or act and/or omission and/or correctness and/or accuracy in clinical, medical laboratory services including test reports, in performance of its obligation under this agreement.
10. **Terms :** This Memorandum of Understanding shall commence from 01<sup>st</sup> December, 2017 and shall be valid up to 30<sup>th</sup> November, 2018 unless otherwise terminated as provided under this agreement. The parties further agree that this MoU may be renewed for further period on mutually agreed terms and conditions.
11. **Termination :** Notwithstanding anything herein contrary to this MoU may be terminated at any time in following situations :
  - a. By mutual agreement of the Parties,

- c. In case of any default of terms and conditions of this agreement by either of the parties,
- d. At the discretion of MGM Medical College and Hospital by giving at least 7 days prior written intimation to M/s Siddhi Metropolis and/or Metropolis intimating that the MoU is terminated without giving any reason.

**12. Miscellaneous :**

- a. **Use of name:** neither party may use the name, trademark, service mark, logo or other identifying characteristic of the other party or any of its affiliates, or any of its their respective directors, trustees, officers, appointees, employees, staff, representatives or agent, in any advertising, promotional or sales literature, publicity or advertisement. Anything herein shall precluded a party from disclosing the excrescence of this agreement if the purpose of such discloser is to comply test with requirements of good faith or ethics policy and each party reserve its right to publicly disclose information regarding remuneration under this agreement, whether or not required by law.
- b. **Amendment:** Parties hereby agree that they do not intend to create any rights in any third party. The terms and conditions of this agreement may be amended or modified in writing singed by the parties.

**13. Independent Contractor :**

- a. M/s. Siddhi Metropolis and Metropolis will act as independent contractor practicing the profession of medicine for MGM Medical College and Hospital for the purpose of this agreement and neither as authority to bound the MGM Medical College and Hospital No third party shall be beneficiary of this agreement.
- b. None of the terms and conditions of this agreement are intended to create, nor will be deem to create, any relationship between the parties other than that of independent contracting parties with each other solely for the purpose of effecting terms and conditions of this agreement.

- 14. Governing Law:** This Memorandum of Understanding shall be governed by State or Central Laws as applicable to the terms and conditions of this agreement. If any of the terms and conditions of this agreement is found invalid or unenforceable under any law or rules and regulations of State or Central Government, such invalid or unenforceable clause shall not affect other terms and conditions of this agreement.

- 15. In case of any dispute:** In the event of any dispute, controversy or difference between the parties arising out of this agreement, the parties shall

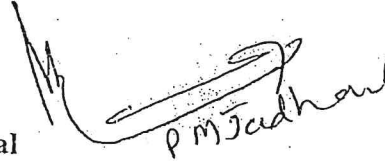


referring it to arbitrator. The place of arbitration shall be at Aurangabad, Maharashtra and the language of arbitration shall be English.

IN WITNESS WHEREOF, the Parties have signed and executed this agreement by their duly authorized representative as of the date of set forth above.

01. Dr. P. M. Jadhav

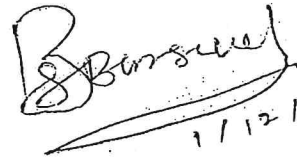
Authorized Representative of MGM Hospital



P M Jadhav

02. Mr. Baburao Banswal,


Representative of Siddhi Metropolis



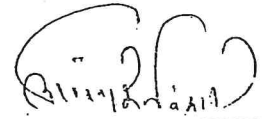
1 / 12 / 2017.

03. Mr. Sachin Balaji Lokmanwar

Authorized Representative of Metropolis

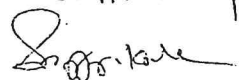


01-12-2017.



Dr. Pravin Luyanshi

30/11/17



Dr. Sachin Kale

30.11.17

Dr. Sachin Kale

Sr No	TEST CODE	Test Name	MRP	Special Rate for MGM Hospital
1	T0028	T3 FREE	275	115
2	T0029	T3 TOTAL	200	82
3	T0030	T4 FREE	275	115
4	T0031	T4 TOTAL	200	82
5	T0065	Thyroid Panel 1, Total	500	132
6	P0112	FREE THYROID	600	209
7	T0030	FREE T4 + TSH	275	112
8	T0067	Thyroid Panel 3, Reflex	375	165
9	T0130	TSH-Ultrasensitive	300	82
10	T0077	LH	475	132
11	T0085	Prolactin	500	154
12	F0058	FSH	500	132
13	F0061	FSH-LH-Prolactin-TSH	1450	539
14	F0062	FSH LH TESTO	1250	550
15	T0042	Testosterone Total	650	258
16	T0041	FREE TESTERON	1500	1000
17	C0157	CORTISOL	600	400
18	L0002	LACTATE	1000	750
19	V0016	VITAMIN D PLUS PTH	1500	935
20	V0015	Vitamin D	1500	660
21	V0010	Vitamin B12	800	352
22	H0018	HbA1c	550	286
23	T0079	TORCH 4 IGG	1450	759
24	T0081	TORCH 4 IGM	1450	759
25	D0041	TRIPLE MARKER	2500	1320
26	C0005	CA 125	1150	495
27	D0003	DENGUE IGG	600	467
28	D0004	DENGUE IGM	600	467
29	A0417	AMH	1950	1287
30	A0437	ANA BY IFA	950	396
31	F0018	FERRITIN	750	450
32	L0080	LFT MINI	1000	495
33	H0254	HOMOCYSTEINE	1150	750
34	D0032	DSDNA	1550	400
35	A0080-86	TB PCR DNA	1950	1199
36	H0055	HCV ANTIBODY	1100	412
37	A0058	AFB CULTURE	1050	588
38	A0427	AMONIA	950	650
39	C0053	CD4	950	616
40	P0112	PSA-TOTAL	750	258
41	H0040	HBV (HBSAG)	475	245
42	H0041	HBV DNA VIRAL LOAD	6000	4400

43	H0021	HIV-DUO	550	247
44	E004	E2	600	258
45	C0047	CCP-ANTI BODY	1350	715
46	T0101	TPO	1100	495
47	A0001	ABNORMAL HB	990	456
48	D0039	Dual marker	2250	1237
49	F0018	FERRITIN	750	450
50	F0046	FOLIC ACID	1100	484
51	F0059	FSH-LH-Prolactin	1300	495
52	F0060	FSH-LH-Prolactin Testo	1550	715
53	G0002	G6-PD	650	600
54	H0043	B-HCG	650	258
55	H0250	HLB-27	2100	1155
56	L0072	LIPID MINI	450	202
57	L0077	LITHIUM (SERUM)	450	400
58	M002	MAGNESIUM (SERUM)	425	300
59	P0089	P4	600	264
60	T0035	TB-GOLD	2550	1750
61	T0077	TORCH 10	3000	1760
62	T0085	TORCH 8	2600	1430