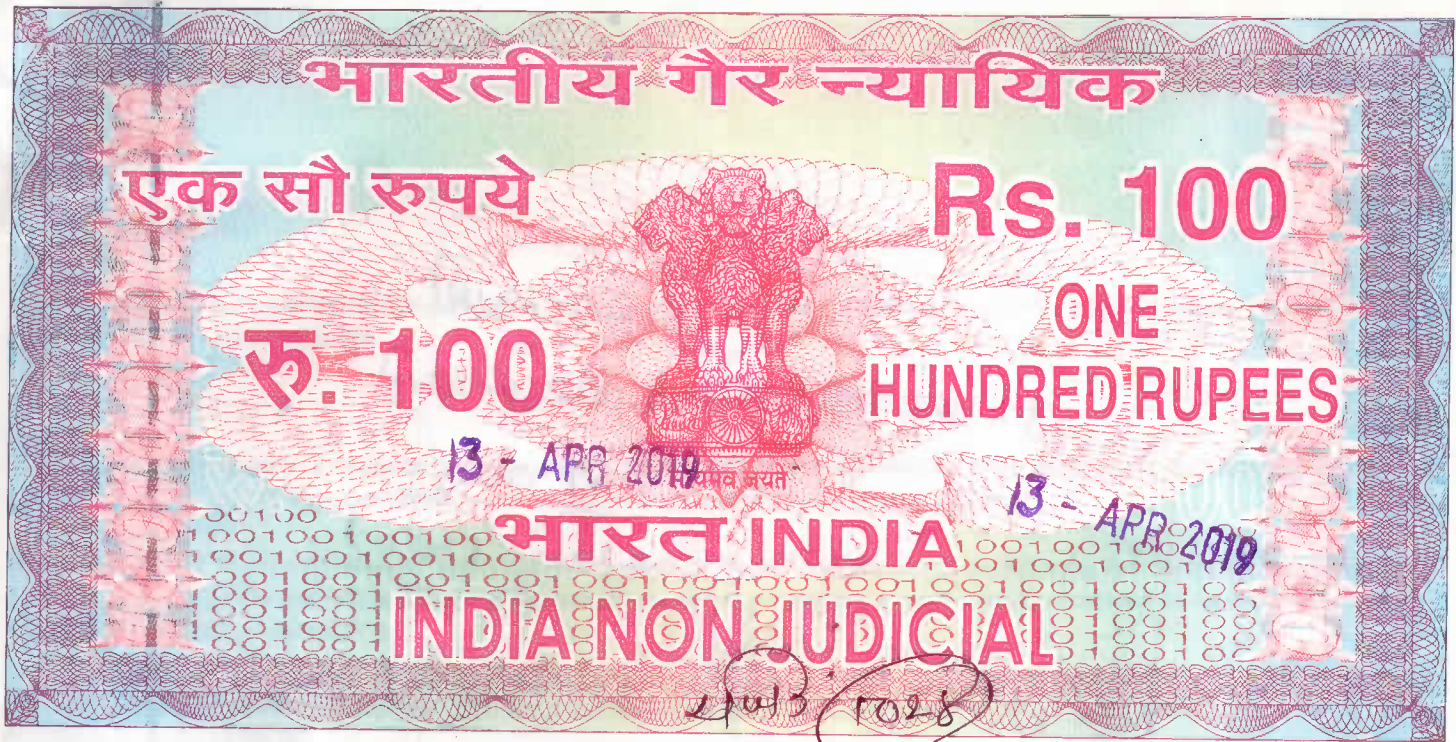




महाराष्ट्र MAHARASHTRA

2018

3 - APR 2019

US 638455



Sub-Treasury Officer,
Vasai.

27 FEB 2019

Sub-Treasury Officer,
Vasai.

27/02/19

अधिकृत मुद्रांक विभाग, वसई.

श्री. राजेश कुमार शर्मा पाटील

मुद्रांक विभाग, वसई. 1302009

मुद्रांक विभाग, वसई.

निम्नलिखित बाबत मुद्रांक

मुद्रांक विभाग, वसई.

मुद्रांक विभाग, वसई.

मुद्रांक विभाग, वसई.

मुद्रांक विभाग, वसई.

EXTENSION OF SUPPLIER AGREEMENT

This EXTENSION AGREEMENT, made and entered into on First January Two Thousand Nineteen

Between

Swami Rama Himalayan University

Having its registered place of business at: Swami Ram Nagar, Joly Grant, Doiwala, Uttarakhand 248140, India.

Hereinafter referred to as Swami Rama Himalayan University, Dehradun, India

Registrar
Swami Rama Himalayan University

Handwritten signature/initials.

DIAGAST
D-304, Sushant Shopping Arcade Sushant
Lok-1, Gurgaon-122009 Haryana (India)
Office:- +91 124 4255351
www.diagast.com

And

DIAGAST, India having its principle place of business at ABC Business Center, 43 great western building, opposite Lion gate, Fort, Mumbai 400023, India

Hereinafter referred to as DIAGAST

WITNESSETH

WHEREAS, it is the desire and intention of the parties hereto that **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** purchases the PRODUCTS from **DIAGAST** upon the terms and condition hereinafter set forth.

NOW, THEREFORE in consideration of the mutual covenants of herein contained and considering the deficit of the business during last agreement as per Article 7.1 of this agreement as well as current per annum average workload on Qwalys3 machine, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1: DEFINITIONS

Article 1.1: AGREEMENT

AGREEMENT shall mean the present text. The CONTRACT (along with the annexure, schedule etc.) shall mean the AGREEMENT, the PRICES and the TERMS.

Article 1.2: PRODUCTS

PRODUCTS shall mean the range of diagnostics tests in the form and packaging listed in Exhibit. A. **DIAGAST** will inform **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** of any additional products available in future. In the event that **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** decided that it wishes any or all of such additional products to be available under this agreement it shall serve notice in writing to **DIAGAST** specifying the additional products to be distributed under this agreement for the TERRITORY. The parties will discuss in good faith the price and minimum quantities of such additional products and subject thereto said additional products will form part of the PRODUCTS.

Article 1.3: LOCATIONS

Location shall comprise of **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** premises with regards to the address mentioned above, in future if the address or physical Location is changed **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** then the above contract will also applied to the new location.

Article 1.4: CUSTOMERS

CUSTOMER shall mean: **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA**

Article 1.5: THE PARTIES

The PARTIES shall mean: **DIAGAST** and **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA**

ARTICLE 2: PRODUCT INSTALLATIONS

Article 2.1: Objective

DIAGAST and **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** are herein renewing the agreement whereby **DIAGAST** will supply officially its product range belonging to E.M. Technology (see products annex A) at **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA**. The product includes fully automated Immunohematology system QWALYS3 manufactured by **DIAGAST** already installed in blood bank in Year 2012. **DIAGAST** at its cost has invested & will be investing till

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the completion of this renewal agreement period into the systems, engineers, services and will be charging a cost/test to **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA.**

Article 2.2: Delivery & Performance.

DIAGAST will and remain exclusive supplier to **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** till the period of this contract. The supplies to **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN** will be made through our local distributor M/s. Excel Biosystems, Dehradun.

In case of reagent/s supplied by DIAGAST is of inferior quality, same shall be promptly replaced by Diagast, without any additional cost to **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA.** The time taken by DIAGAST in replacing the inferior reagent/s shall be considered as downtime, in case no buffer stock of reagent/s is maintained at any point of time. Further, in case of repeatedly supply of inferior quality of reagent/s, **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** may terminate the agreement by giving one month notice to other party.

ARTICLE 3: FORECAST, ORDERS AND SHIPMENTS

SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA shall supply to DIAGAST forecasts as follows:

The FORECAST are discussed between the parties at the beginning of the CONTRACT, as well as at each end of civil year.

A monthly forecast in order for DIAGAST to deliver these orders in reasonable delivery time.

For occasional and standard orders, for standard products or standard packaging **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** shall place written orders with DIAGAST. All orders shall become automatically effective unless rejected for good cause in writing by DIAGAST within 10 working days after receipts of order, and DIAGAST shall thereupon supply the PRODUCTS to the address and in the quantities required within 6 weeks (generally 3 -4days) of receipts of order when ordering is on an ad hoc basis. DIAGAST shall affect orders from for the PRODUCT in the commercially available form as agreed with **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** and meeting the specifications given in the relevant schedule.

ARTICLE 4: PRICE AND TERMS OF PAYMENT

Article 4.1: Prices

The PRODUCTS will be sold by DIAGAST to **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** at the negotiated applicable prices (see exhibit B). Any fluctuation in the currency by (+ or -) 5% will lead to a price increase or decrease. Any other reasons leading to price increase will be justified by relevant documents and will be presented to purchase department of **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA.** The price of the test includes GST and all the consumables and reagents. Other Government Levis as applicable. There are no hidden costs.

Price conditions/ system:

- No hidden costs,
- GST is included in the final offer. Other Govt. levis as applicable
- UPS and barcode printer included in the final offer,
- Prices includes all consumable and diluents,
- Prices includes transport from France to India and to the end customer site,
- Prices includes custom duties and custom clearance charges,
- Euro is taken as 1 Euro to 81 INR
- Lock in period after installation of the instrument is 5 years

Article 4.2: Terms of Payment

All goods shall be invoiced in Indian Rupees and all payments should be made in Indian rupees within 30days from the delivery of the product.

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ARTICLES 5: STOCK AND AFTER SALE SERVICES

DIAGAST will maintain a buffer stock of the PRODUCTS equivalent to 15 days of work load at the **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA**. In case any of the products is required then we can supply it and can eventually order it from our parent company DIAGAST France.

After Sales services obligations that will be provided by DIAGAST, India is as follows

- A. Installation and training of the laboratory persons, a training certificate will be issued to every technician trained.
- B. Providing necessary consultation in case of biological discordance results.
- C. Providing a reply on any query within 24 hours during the working days.
- D. In case if machine is down then our engineers will be present in person to make the instrument work in the best possible time delay.
- E. A buffer stock of the essential spares parts will be maintained by **DIAGAST** India to replace the defective and nonworking parts and to minimize the down time.
- F. **DIAGAST** India engineers will be working on Saturday to provide best possible services; we will be incorporating the latest technologies in the instrument in order to resolve the problems as soon as possible.
- G. Perform site survey, measures the length of laboratory, environment, and table and to make the installation successful.
- H. To replace any part of the instrument which are defective or goes defective during the working of the instrument, if any part is defective due to error form the part of **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** then this part will be invoiced to **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA**. In case of the query or unsettlement with regards to the origin of defectiveness of the part of the instrument between **DIAGAST** and **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA**, this part will be sent to **TECAN, Switzerland** who will be proving its defectiveness and their decision will be regarded as final.
- I. Transportation of instrument till the laboratory.
- J. Six monthly and yearly maintenance of the instruments.
- K. Providing special configuration to the customers as per their requirements to optimize their daily routine.
- L. In case of break down due to error of instrument, the cost per test will not be paid by **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** and we can calculate the number of tests/cost as per prorata basis.

Obligation on part of SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA.

- A. Instrument should be maintained in a correct and good state, unauthorized and untrained persons (not holding certificates from **DIAGAST, INDIA**) shall not touch or play with the instrument,
- B. No breakage of any part of the instrument intentionally,
- C. Daily and weekly maintenance of the instrument,
- D. Full access to the instrument any time (except closing hours or days)
- E. The instruments should not be displaced or moved from the place where it is installed prior to written permission by an authorized person from **DIAGAST**.
- F. No one from **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** should try to open the system for any repair or to solve query in the instrument without **DIAGAST** permission,
- G. No one from **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** add unauthorized software in the computer associated with the instrument.

ARTICLE 6: TEST PARAMETERS

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PRICES quoted and agreed by SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA are for following parameters:

- Grouping with reverse typing
- Indirect Coombs Test (ICT) with Pool Cells for Donors
- Indirect Coombs Test 3-Cell Panel for Patients
- Cross-Match Test
- Direct Coombs Test (DCT)

ARTICLES 7: MINIMUM QUANTITY

DIAGAST has given an initial agreement on the 11/04/ 2012 for the following minimum quantity for 5 years:

- Grouping+ Reverse typing (ABDLys) 93,000 tests in 5 years
- Indirect Coombs Test (ICT) with Pool Cells for Donors 50,000 tests in 5 years
- Indirect Coombs Test 3-Cell Panel for Patients 25,000 tests in 5 years

OR

Cross-Match Test

50,000 tests in 5 years

ARTICLES 7.1: ACTUAL QUANTITY & DEFICIT OF WORKLOAD AS PER COMMITMENT IN LAST CONTRACT

But HIMS, Dehradun has performed following number of tests till December 2018

Sr. No.	Year	Abdllys2H (Grouping)	ScreenlysP (ICT Pool)
1	2018	6316	5929
2	2017	7051	6929
3	2016	10130	9828
4	2015	9360	8753
5	2014	7715	6990
6	From 01 Sep to 31 Sep 2013	2548	2584
	Total	43120	41013

Hence HIMS, Dehradun has following deficit of workload even after 7 years:

- Grouping+ Reverse typing (ABDLys) 49,880 tests
- Indirect Coombs Test (ICT) with Pool Cells for Donors 8,987 tests
- Indirect Coombs Test 3-Cell Panel for Patients 25,000 tests

OR

Cross-Match Test

50,000 tests

DIAGAST understand that there are ups and downs in the testing quantity and in some months, SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA will not be able to perform the above mentioned minimum test numbers, thus while calculation of the tests DIAGAST will calculate the mean number of tests over a period of six months.

ARTICLE 8: PRODUCT LIABILITY, CATEGORY AND OWNERSHIP

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Registrar
Swami Rama Himalayan University

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DIAGAST remains the owner of the fully automated instrument during and till the end of this contract. **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** has to maintain the instrument in a good working state and correct condition till the end of this contract, any breakage to the instrument or its' parts will be invoiced to **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** at the value of the spare parts or the instrument as the case may be.

In case because of any technical fault/problem or any other reason (excluding the incident resulting from mishandling of the product) if the outcome is not appropriate viz. defective report etc., and because of any such incident **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** has to suffer losses in any form, DIAGAST shall fully indemnify/ compensate **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** for the same.

DIAGAST will supply UPS, barcode printer and other accessories with the fully automated machine, these parts remains under ownership of DIAGAST.

DIAGAST will supply the products belonging to Immunohematology category of the In-Vitro Diagnostics of Medical Devices. DIAGAST will not be liable for defects caused by mishandling of the PRODUCT by **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA**. The products need to be stored at the relevant temperatures indicated in the product range.

DIAGAST will intimate to **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** with regards to any potential problems with the performance of any product, and if required, recall the product. DIAGAST will be responsible for all expenses incurred by **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** in these circumstances.

DIAGAST will notify **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** prior to implementing any major changes to the PRODUCT design or performance. This will be as soon as possible but with a minimum of 1 month.

DIAGAST will notify **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** 3 months prior to ceasing manufacture of a particular product.

All products supplied by DIAGAST to **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** will be officially checked batch by batch by DIAGAST, France and respected certificated of quality control will be produced **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA**. All the products will comply to the strictest and highest quality norms. DIAGAST will not be supplying any inferior product.

ARTICLE 9: FORCE MAJEURE

Neither party shall be liable in any manner for failure or delay upon fulfillment of all or part of this Agreement, directly or indirectly owing to Acts of GOD, government orders or restriction, war, warlike conditions, hostilities, sanction mobilization, blockage, embargo, detention, revolution, riot, looting, strike, lockout, plague or other epidemics, fire, flood or any other cause or circumstances beyond such parties, reasonable control.

ARTICLE 10: TERM OF AGREEMENT

ARTICLE 10.1: Term

The Term of this Extension Agreement is five years from 07.08.2019

ARTICLE 11: TERMINATION

Article 11.1: Termination

The services will be measured by uptime of machine/site for 340 days per year. The deliveries will be measured by on time delivery without affecting the work of the end user this includes instruments + reagents. In case of any reason, other than mentioned in the agreement, if the uptime of machine (including timely delivery of reagents) fall below 340 days DIAGAST shall

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compensate **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** for any loss sustained because of unavailability of services, in prorate basis.

DIAGAST can terminate this agreement by giving three month notice in writing to **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** and if **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** does not maintain the minimum work load of the number of test/ month, irregularities of payment, nonpayment from the date of invoice up to six months. If the agreement is terminated because of any reasons, **DIAGAST** is authorized to come and collect its instrument installed at one or many sites of **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA**

Article 11.2: Bankruptcy etc.

Either party may forthwith terminate this Agreement for any of the following reasons without giving a notice.

1. In the case of insolvency of the other party.
2. Upon voluntary or involuntary liquidation.
3. In case of nonpayment by **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** of any invoice according to the terms agreed in Article 4
4. In case all or part of **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA** is sold to another party.

Article 11.3: Default

If either party defaults in any of the provision of this Agreement and does not cure the default within thirty days after receipt of the notice given by the other party requesting to cure the default, the other party terminate this Agreement without giving notice.

ARTICLE 12: ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and supersedes all previous negotiations, agreement, and commitment in respects thereto, and shall not except by instruments signed by duly authorized officers or representatives of each party hereto.

ARTICLE 13: NOTICE

Article 13.1: Notices

All notices to be given hereunder shall be in writing and sent by registered mail to the addresses stated above or to such other addresses as are notified in writing by the parties. If either party has changed its address, a written notice thereof shall be given to the other party.

Article 13.2 Effective Date of Notice

All notice shall be deemed to have been given three days after being deposited in the post (provided they were properly posted and sent by registered post).

ARTICLES 14: GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India.

ARTICLE 15: ARBITRATION

Any and all disputes arising from this Agreement shall be amicably and promptly settled upon consultation by parties hereto, but, in case of failure, the matter shall be settled by referring the dispute to arbitration by the International Chamber of Commerce. The decision or any awards shall be final and binding upon both parties. The arbitration shall take place in Delhi, India. The courts in Delhi have alone and exclusively the jurisdiction.

ARTICLE 16: EFFECTIVE DATE

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DIAGAST

This Agreement shall not be binding or in any manner effective until executed by the parties hereto.

ON WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representative on the day and the year first written above.

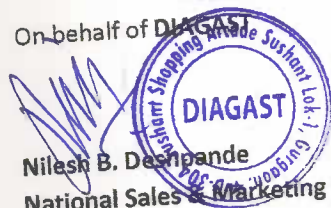
On behalf of **SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA**

Authorized Signatory.

Signed:

Date:

On behalf of **DIAGAST**



Nilesh B. Deshpande
National Sales & Marketing Manager,
DIAGAST India
+91 9822300089

DIAGAST
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Lok-1, Gurgaon-122009 Haryana (India)
Office:- +91 124 4255351
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Signed:

Date:

Nilesh B. Deshpande
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DIAGAST

EXHIBIT A

PRODUCT LIST



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PRODUCT LIST

Reference	Product Name	Packing/ Number of Tests
79964	GROUPA2LYS (Grouping with O cell)	96 test
79967	ABDLYS (forward grouping)	160 tests
79960	Duolys (grouping + Phenotyping)	96 tests
59659	Hemalys A1, B (reverse typing)	144 tests
59661	Hemalys A1,B,O	144 tests
69024	Bromoline	1 X 100ml
69860	Bromoline	5 X 100ml
59500	Hema CQI (Internal Quality Control)	4 X 4ml
79853	Screenlys (Antibody Screening)	192 tests
59852	Hemascreen (Three Cell Panel)	192 tests
59550	Hemascreen Pool (pooled cells for donors)	192 tests
59502	Sera CQI	3 X 5 ml
59854	Hema Ident Ext (11 red blood cell for identification)	100 tests
69853	Maglys 1(magnetizing solution)	300 tests
69370	DC Lys (direct coombs)	96 tests
79963	Weak Dlys	96 tests
69350	Cross Lys kit (crossmatching)	480 tests
69351	Cleanlys 10X	1 Ltr
79851	D plates	960 tests
79849	Micro plate adhesive sealing sheet	500 units
79849	Micro plate adhesive sealing sheet	500 units
20000	Iron Mag	10x4ml
69302	Mag plates	576 Test
69301	DiluentLys	1x100ml



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EXHIBIT B
PRICE SLAB



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PRICES FOR REAGENTS

Sr. No.	Product Name	Price/Test (Rs.)	Minimum Tests
A.	Blood Grouping (Forwards reverse grouping) ABDLys 160 Tests/ kit DIAGAST, France. (Anti-A/ Anti-B/ Anti-D/Control/Cell A1/CellB)	Rs. 65/-	93,000 tests in 5 years
B.	Blood Grouping (Forward plus Reverse Grouping) Groupa2Lys (96 tests / Kit with accessory Reagent), Diagast – France (Anti-A/Anti-B/Anti-AB/Anti-D1/Anti-D2/Control/Cell A1/CellA2/ Cell B/Cell O)	Rs. 75/-	93,000 tests in 5 years
C.	Antibody Screening Test (with pooled Single Cell Panel of Magnetized O group red cells) 576 tests per kit Diagast for Donor Screening	Rs. 45/-	50,000 tests in 5 years
D.	Antibody Screening Test (with 3 Cell Panel of Magnetized O group red cells) 192 tests per kit Diagast for Patient Screening	Rs. 120/-	25,000 tests in 5 years
E.	Crossmatch Test - CrossLys kit (with necessary regents) 1 x 480 tests/kit, Diagst - France	Rs. 40/-	50,000 tests in 5 years
F.	Weak D (D ^u) test	Rs. 45/-	10,000 tests in 5 years
G.	DCT Test for identification of Sensitized RBCs due to IgG antibody or Complement (C3d) fixation. DCLys by Diagast, France (Anti-IgG AHG/Anti-C3d AHG/Control)	Rs. 180/-	3000 tests per year

The price excludes –

- GOVT. LEVIES OTHER THAN GST

The price includes –

- Transport till SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA
- GST inclusive
- All accessories and consumables included,
- Engineer support, installation, site survey & training,
- CMC till the contract period
- Computer, Printer and everything needed to run the machine will be provided by DIAGAST
- DIAGAST will invest for the proposal to become viable.
- Supply will be made within 4 -6 weeks after receipt of confirm order.
- Ownership rights will remain with DIAGAST India
- CMC contract will be maintained by DIAGAST India for SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA
- All technical details are enclosed for your reference.
- As the reagent are imported from France the rate are given as per 1EURO = Rs. 85/- as of today's exchange rate, In case of any change in exchange rate in upward direction for more than 5% the same will be implemented proportionately in Rupee value.
- Essential accessory like stabilizer & Air-conditioner will be made available by SWAMI RAMA HIMALAYAN UNIVERSITY, DEHRADUN, INDIA as a pre-installation requirement.
- Complete technical training of handling QWALYS3 instruments will be given to all your concern technicians and Doctors till their satisfaction.
- Any change in Custom Duty in upward direction by Govt. of India will be implemented in proportionate basis in above mentioned rates for the consumables

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