

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi



सत्यमेव जयते

e-Stamp

Certificate No. : IN-DL80111668506427T
Certificate Issued Date : 29-May-2021 10:55 AM
Account Reference : IMPACC (IV)/ dl771203/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL77120359230164468126T
Purchased by : DHR HOLDINGS INDIA PRIVATE LIMITED NEW DELHI
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : DHR HOLDINGS INDIA PRIVATE LIMITED NEW DELHI
Second Party : SWAMI RAMA HIMALAYAN UNIVERSITY DEHRADUN U K
Stamp Duty Paid By : DHR HOLDINGS INDIA PRIVATE LIMITED NEW DELHI
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

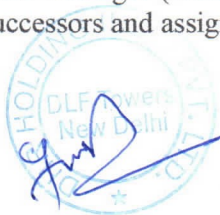


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REAGENT RENTAL AGREEMENT

This **Reagent Rental Agreement** ("hereinafter called "**Agreement**") is entered into on 1st day of June, 2021, at between;

DHR Holding India Private Limited, a company incorporated under the Companies Act, 1956, having its office at DHR Holding India Pvt Ltd Unit no 325 to 328 DLF Tower Shivaji Marg Najafgarh Road Motinagar New Delhi -110015 (hereinafter called "**DHR**"), through its authorised signatory Mr. Gaurav Misra designated as Area Sales Manager (which expression shall, unless repugnant to the context and meaning thereof, include its successors and assigns) of the **First Party**.



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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

AND

Swami Rama Himalayan University, a University established under Section 2(f) of UGC Act 1956 & enacted vide Uttarakhand Act No. 12 of year 2013, having its office at **Swami Ram Nagar, Jolly Grant Dehradun Uttarakhand – 248140** (hereinafter called “**SRHU**”) for its teaching hospital ‘**Himalayan Hospital**’ through its **Registrar** hereinafter referred as the **Second Party**

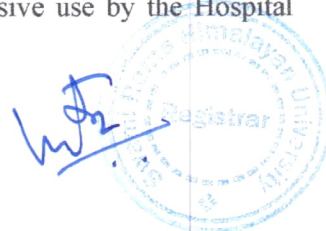
(“DHR” and “SRHU” shall herein wherever the context may so require, be collectively referred to as “Parties” and individually as a “Party”.)

WHEREAS:

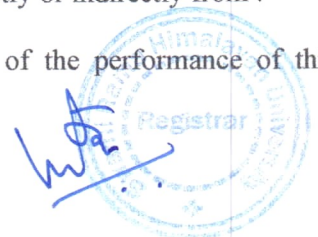
1. DHR is engaged in the business of providing medical equipment and its related products/consumables.
2. SRHU is engaged in providing medical education and has shown its willingness to take certain medical equipment on regent rental basis, for using it in its teaching Hospital.
3. DHR has agreed to place certain medical equipment as detailed in **Annexure-A** (hereinafter referred to as “**Equipment**”) in the Hospital of SRHU and give the right to use such Equipment to SRHU in consideration of Reagent Rental/CPT Basis, as detailed in **Annexure-B** (hereinafter called “**RR basis**”), by SRHU as per its requirement from DHR, on the following terms and conditions:-

Terms and Conditions:-

1. This Agreement between DHR and SRHU shall be effective from 1st JUNE 2021
2. This Agreement will be valid for a period of 5 (Five) years and can be extended on mutual consent of both the Parties in writing.
3. DHR will place Equipment free of cost in the Hospital in consideration of SRHU Hospital agreeing with RR basis from DHR at the price mentioned in **Annexure-B**.
 - *Beginning of every month DHR will reset the sample counter of the analyzer and submit the invoice as per the sample counter with minimum sample count or actual counter as per the above slab price.
 - *Payments: 30 days from the date of Invoice.
 - *All required consumables i.e Rinse, Reagents (Calibration ,Gas ,Membrane & Cleaning Sol,) will be given on Delivery note on FOC Basis, while printer roll procured by the hospital. DHR shall always ensure the supply of consumables on time, as per requirement of SRHU.
 - *Taxes: Exclusive of all applicable taxes.
 - *All consumable supplies/payment / invoicing will be done by DHR authorised distributor. **M/S. Jain Diagnostic Pvt Ltd. C-2/A, Gali No.- 06, Jyoti Colony Shahdara Delhi - 110032**
4. The Equipment shall remain the property of DHR at all times. On expiry of this Agreement or in case of earlier termination, the Equipment shall be taken back by DHR.
5. DHR will provide training to the staff of the Hospital to enable efficient use of the Equipment.
6. The Equipment placed under this Agreement in the Hospital is for exclusive use by the Hospital only.



7. DHR shall be solely responsible for calibration, routine maintenance and cost of repair/replacement of parts of the Equipment. DHR undertakes that the Equipment shall have an uptime guarantee of 99% of 365 days.
8. That in case the equipment become non-functional due to lack of consumables (due to late delivery by the First Party) or manufacturing defects or due to inferior quality of rinse / reagents or due to any machine failure or any other reasons, the Second Party shall have the right to impose penalty for the revenue losses incurred by it on a daily-basis for the non-working days of the equipment.
9. SRHU/Hospital shall not make any alterations or modifications to the Equipment without prior written consent of DHR.
10. SRHU/Hospital shall not remove or cover any labels, signs, symbols or serial numbers affixed/mentioned on the Equipment.
11. DHR through its authorized representative can during normal working hours inspect the Equipment for its proper storage, physical integrity & functioning.
12. DHR reserves the right to replace or upgrade the Equipment so as to enable proper service to the Hospital after obtaining written consent from SRHU.
13. Any physical damage on machine by hospital staff will be chargeable.
14. This Agreement can be terminated by either party by giving sixty (60) days prior written notice to the other party with or without assigning any reason.
15. This Agreement shall constitute the entire Agreement between DHR and SRHU for the use of Equipment on RR basis and supersedes all previous agreements. Any amendment to this Agreement shall be valid on confirmation by both the Parties in writing.
16. Either Party shall not be liable for loss, damage, detention, delay or failure to deliver all or any part of the agreement resulting from pandemic or force majeure causes beyond their control.
17. In no event the Second Party be liable with respect to the infrastructural, promotional and marketing investment made by the First Party towards the installation of machine/equipment & also for any business expenses, loss of profit or incidental indirect or consequential damages on account of installation of machine/equipment.
18. Notwithstanding anything to the contrary elsewhere in the agreement, the Parties hereby agree and acknowledge that this is a non-exclusive arrangement and that this arrangement does not in any way restricts any Party from entering into similar arrangements with third parties.
19. It is understood and agreed by the Parties that this agreement does not create a fiduciary relationship between them. The First & Second Party shall be an independent entity and that nothing in this agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture partner, employee, or servant of the other for any purpose whatsoever.
20. The First Party shall indemnifies the Second Party against all loss, damages, claims, liabilities, expenses, payments or outgoings incurred by Second Party arising directly or indirectly from :
 - a) Any breach of this Agreement by the First Party;
 - b) Any act or omission of First Party or arising as a consequence of the performance of this Agreement.



21. Every notice, demand or communication to be given under this Agreement shall be in writing and shall be deemed to be duly served if sent by registered post/courier with acknowledgement due at the respective addresses of the Parties mentioned on first page of this Agreement unless the same have been changed by the concerned Party by intimation to the other Party.
22. All information pertaining to the Services or to any matter concerning Hospital and SRHU or its affiliates/subsidiaries, which comes to the knowledge of DHR or any of its personnel in connection and implementation of this Agreement will be deemed to be confidential and DHR shall be fully responsible for the same being kept confidential and held in trust.
23. That in case the First Party intends to transfer/assign its rights under the present agreement in favour of any third party, it shall seek prior written consent of Second party. Second Party reserves the right to grant/reject approval without assigning any reason thereof. Provided further that in the event that Second party approves such transfer/assignment, the First Party shall bind such transferee to this agreement so that Second's party rights shall not be prejudiced, jeopardized or adversely affected.
24. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.
25. That all/any dispute between the Parties as to the covenants of this agreement shall be subject to the Arbitration under the Arbitration & Conciliation Act 1996. The decision of the Arbitrator shall be binding and acceptable to both the Parties. Either Party shall be entitled to invoke the Arbitration clause by giving a 30 days advance notice of claim to the other Party and the Arbitrator for entering into reference; the place of the Arbitration shall be SRHU campus, Swami Ram Nagar, Doiwala, Dehradun. The cost of the Arbitration shall be borne equally by both the parties.
26. This Agreement shall be governed by the laws of India and the parties agree to submit to the exclusive jurisdiction of the Courts of Dehradun, India for any dispute arising from this Agreement.

Accepted the Terms and Conditions:

For DHR Holding India Private Limited

(Authorized Signatory)

Name of Person:

Designation:



GAURAV MURGA

Asm Delhi / UK
Rodr. meter.

Accepted the Terms and Conditions:

For Swami Rama Himalayan University

(Authorized Signatory)

Name of Person:

Designation:



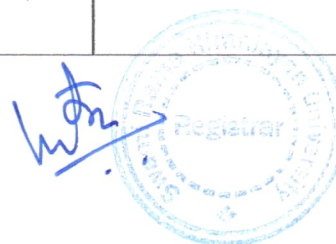
Dr. Vinit Mehrotra

Registrar

Annexure-A

LIST AND DESCRIPTION OF EQUIPMENT:

S. No.	Particulars & brief description of Equipment	Quantity	Equipment Serial No.
1.	Fully Automated Blood Gas Analyzer (Model: ABL 800)	01 (one only)	



Annexure-B

List of Products/Consumables :-.

1. Radiometer (a Div. Of DHR HOLDING INDIA PVT LTD) will install Fully Automated Blood Gas Analyzer Model
- ABL 800/Flex series at your Hospital Site.(As per the below slab)

2. Monthly Rental Price:

For parameters pH/pO₂/pCO₂/NA/K/CL/Ca⁺⁺/Glu/Lac -

Sample/Month	UNITS OF ABL800 BASIC pH/pO ₂ /pCO ₂ /NA/K/Oxi/CL/Ca ⁺⁺ /	ABL800 Flex pH/pO ₂ /pCO ₂ /NA/K/CL/Ca ⁺⁺ / Crea/tBIL
0-1000	81/ + Tax	140/ + Tax
1001-2000	77/ + Tax	136/ + tax
2001-3000	72/ + tax	132/ + tax
Paper roll	155/+ Tax	

Monthly invoicing of 1000 Test per machine should be raised by our authorized distributor & for same counter report submission by our authorized distributor.

