



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK64532270909294V
 Certificate Issued Date : 21-Jul-2023 11:38 AM
 Account Reference : NONACC (SV)/ uk1343304/ DEHRADUN/ UK-DH
 Unique Doc. Reference : SUBIN-UKUK134330435424081445151V
 Purchased by : ORTHO CLINICAL DIAGNOSTICS INDIA PVT LTD
 Description of Document : Article Miscellaneous
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : ORTHO CLINICAL DIAGNOSTICS INDIA PVT LTD
 Second Party : SWAMI RAM HIMALAYAN UNIVERSITY
 Stamp Duty Paid By : ORTHO CLINICAL DIAGNOSTICS INDIA PVT LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



SWAMI RAM HIMALAYAN UNIVERSITY
 DEHRADUN
 25/07/2023

Please write or type below this line

SUPPLY AND PLACEMENT AGREEMENT

THIS SUPPLY AND PLACEMENT AGREEMENT ("Agreement") is made and entered on the 01/06/2023 (hereinafter referred to as the "Effective Date")

BY AND BETWEEN

ORTHO CLINICAL DIAGNOSTICS INDIA PRIVATE LIMITED, a company incorporated under the provisions of the (Indian) Companies Act 2013 (CIN: U51397MH2015FTC262650) and having its Registered Office at 403, Leela Business Park, Andheri- Kurla Road, Andheri (East), Mumbai-400 059 through its Business Manager **Mr. Ankit Monga** (hereinafter referred to as the "Company" or "QuidelOrtho" which expression unless repugnant to the context or meaning thereof, shall mean and include successor(s)-in-interest and permitted assigns).

.... Party of First part

AND

SWAMI RAMA HIMALAYAN UNIVERSITY, a University established under section 2(f) of the UGC Act, 1956 and enacted vide Uttarakhand Act no 12 of 2013, having its registered office at Swami Ram Nagar, Jolly Grant- 248 016, Dehradun, Uttarakhand, through its Chief Medical Superintendent **Dr. S.L. Jethani** (hereinafter referred to as the "Customer" which expression unless repugnant to the context or meaning thereof, shall mean and include successor(s)-in-interest and permitted assigns).

.... Party of Second part

Witnessing Signatures

For the Company: **Mr. Ankit Monga** (Business Manager)
 For the Customer: **Dr. S.L. Jethani** (Chief Medical Superintendent)
 Date: 25/07/2023



Both the Company and Customer are hereinafter individually referred to as "Party" and collectively as "Parties".

WITNESSES AS UNDER

RECITALS:

- A. WHEREAS the Company markets In-Vitro Diagnostic (IVD) products ("Product") and renders services related to Products ("Services").
- B. WHEREAS the Customer is a University established under section 2(f) of UGC Act that, inter alia, runs a Teaching Hospital (i.e. Himalayan Hospital, which is hereinafter referred as "Hospital") whereby medical services are provided to the general public.
- C. WHEREAS the Company has offered to place its owned or leased medical equipments and standard accessories at the customer's location subject to the condition that customer purchase from the company such reagents, consumables, controls and calibrators to be used with the Equipment so placed.
- D. AND WHEREAS the Customer has acceded to company offer to purchase such Products and seek such Services subject to the condition that company shall place the equipment and standard accessories at the customer's location, details of which are listed in *Annexure A & B* to this Agreement.

ACCORDINGLY the Parties mutually agree to the following terms and conditions against the purchase of the complete range reagents and consumables used in the equipment from and placed by the Company, during the term of this Agreement:

COMMERCIAL TERMS

1. **Term:** This Agreement shall be valid for **5 (Five) years** from the Effective Date (unless terminated earlier) and shall be subject to further extension with prior mutual written consent of the Parties ("**Term**").
2. **Asset Placement:** Subject to compliance of the terms and conditions of this Agreement by the Customer, the Parties agree that Company shall during the Term (unless terminated earlier), place its owned or leased medical equipment and standard accessories as set out in *Annexure B* (hereinafter referred to as the "**Equipment**") at the Customer's location. The Customer agrees to purchase from Company, on an exclusive basis, such reagents, consumables, controls, and calibrators to be used with the Equipment so supplied and placed at the customer's premise either directly by Company or through its Authorized Distributors.
3. **Pricing & Reagent supplies:** Reagents and the required consumables and the calibrators listed below will form part of the pricing proposal as mentioned in *Annexure A* of this Agreement. The prices stated will be exclusive of taxes and the Customer will have to pay Goods and Services Tax (GST) and all other applicable taxes, at the prevailing rates.
4. **Ownership of the Equipment, its Installation and Maintenance:**
 - i. Equipment shall be at all times be the sole, absolute and exclusive property of Company for and would be used by the customer for IVD testing purposes through the reagents so purchased from Company or its Authorized distributors.
 - ii. The Customer will operate the equipment effectively as per the manuals provided by the Company, and shall not hypothecate, pledge or create any encumbrance whatsoever on the equipment, nor shall part with

Signature
25/7/23

For and on behalf of the Customer
(Signature)
Name of the Customer: Himalayan Hospital



its possession to any third party. In addition to the same, Customer shall not make any alteration or addition to the Products and Equipment of Company.

- iii. The Company will bear the cost of the pre-requirement like UPS, electrical requirement or any other such requirement for the placement and delivery of our State of art VITROS 3600 Instrument. The site preparation will be in accordance with all Company specifications, enclosed in **Annexure C- Pre installation requirements**. The Customer will be provided with key operator training at the time of installation by the Company, for the equipment placed.
 - iv. The Company shall endeavor to install the Equipment at the Customer's requested location within 2 (two) to 4 (four) weeks from the signing of this Agreement, at its own cost.
 - v. The Company will provide timely services and maintenance checks to ensure up time of the Equipment.
 - vi. Company shall be solely responsible for calibration, routine maintenance and cost of repair/replacement of parts of the Equipment. Company undertakes that the Equipment shall have an uptime guarantee of 99% of 365 days.
 - vii. The Company shall also ensure that the work of the Customer is not adversely affected by having an arrangement of alternate equipment/products.
 - viii. That in the event of failure of the Equipment/Machine due to any reason whatsoever, the customer shall inform the company through e-mail/letter and the company shall depute their Engineer/expert and shall resolve the problem within 12-24 hours of the receipt of such information/complaint from the customer throughout the validity of this agreement.
 - ix. The Company shall be entitled to enter premises of the Customer during normal business hours with prior notice in writing to the Customer, for the purpose of confirming the existence, condition and proper maintenance of the equipment. The Customer shall extend all co-operation and assistance to the Company and its employees during such visits.
 - x. During the period of this Agreement, if the Equipment suffers any damage attributable to the negligence of Customer and is not capable of being repaired or reused, then Customer shall pay to the Company an amount equal to depreciated value of the damaged equipment. In the event the Equipment can be reused after repairs then Customer shall pay the actual expenses incurred for such repairs.
5. **Forecast and Supply:** The Customer shall, provide 3 (three) months reagents forecast at the beginning of each quarter. The failure of the Customer to adhere to the provisions of this Clause, shall not in any manner render the Company liable for any alleged delays or non-supply of Products within the required timelines.
6. **Revision in Pricing:** The prices for the reagents and consumables shall be fixed for period of 7 (seven) years from the *Effective Date* hereto ("Price Lock-in Period") and shall be subject to revision in the manner provided under Clause 8 herein below.
7. **Payment Terms:** The Customer shall make the payment for the Products supplied by the Company within 30 (thirty) days from the receipt of date of invoice issued by the Company, subject to the verification from the competent officer of the customer regarding satisfactory supply of the Product. For delayed payments, a penalty interest of 2% per month shall accrue daily over any unpaid amount.
8. **Minimum volume commitment:** The Customer agrees to exclusively purchase total sum of reagents and consumables to perform diagnosis at Microbiology and Blood Bank department for HIV, HbsAg and Anti HCV parameters and other tests available on equipment stated in Annexure B, at the agreed price.

Sd/-
Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Barni Ram Nagar, P.O. Jolly Grant
Dehra Dun-244640



9. Company shall always ensure the supply of consumables on time, as per requirement of customer. In case the consumable (Reagents etc.) is found to be inferior in quality to that as agreed upon, the customer shall have the right to withhold/stop the payment for such inferior quality consumables. Company undertake to replace all consumables (Reagents etc.) marked as inferior by the customer within 07 days' time, from the date of lodging of such a complaint by the customer.
10. 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 customer 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.

LEGAL TERMS

11. **Confidentiality:** Each Party shall hold the following "Confidential Information" in strict confidence and not disclose the same to any other person or entity except as provided herein: all information, pricing and terms relating to or contained in this Agreement; all Product data, trade secrets, financial data, pricing, business plans or any other information received from the other Party in implementing this Agreement; and all information derived from the foregoing. The preceding obligations shall not apply to data or information which is either published in the public domain or for which a prior written consent from the disclosing party has been received or if a disclosure of Confidential Information is required by a statutory or governmental authority (and which disclosure shall be made after contesting to the reasonable extent permissible the making of the disclosure). The provisions in this paragraph shall survive the termination or expiration of this Agreement.
12. **Changes in Products:** If a Product or Equipment is discontinued, the regulatory status of a Product changes or the Company ceases to market a Product, then the Company may remove that Product or pullback the Equipment as supplied under this Agreement by prior written notice or written intimation, as the case may be, to the Customer.
13. **Compliance with Law:** In performing their obligations under this Agreement, both Parties shall comply with all applicable laws and regulations including without limitation Local Clinical Act Law / MCI Guidelines, the applicable anti-corruption laws and the United States Foreign Corrupt Practices Act (FCPA), currently located at <http://www.justice.gov/criminal/fraud/fcpa/>.
14. **Dispute resolution & Governing law:** Any disagreement, dispute, controversy or claim arising out of or relating to this Agreement or the making, performance, breach, or interpretation thereof shall be finally settled by arbitration conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof. The arbitration shall be in English and the place for the arbitration shall be Dehradun. This Agreement shall be governed by and construed in accordance with the laws of the India and subject to the Dispute Resolution clause as mentioned above, the Courts of Dehradun shall have exclusive jurisdiction.
15. **Intimation of material Change:** The Customer shall notify the Company immediately of any change in its constitution and/or any deviation in business conducted by the Customer as on the Effective Date. On receipt of such notification, Customer agrees that the Company shall at its sole discretion then decide on the continuation, review, change the terms of this Agreement. Any decision taken by the Company, reasonably, under this Clause shall be without any liability or demur from the Customer to Company.
16. **Indemnity:** The Party of First Part shall indemnify and hold harmless the Party of Second Part against all claims insofar as they arise out of any breach by the Party of First Part of any of its material obligations or fundamental warranties under this Agreement or from the Party of First Part's fraud or willful misconduct.

21/11/2017
Medical Superintendent
Himalayan Hospital
(A constituent unit of Sarda
Hospital Group, P.O. Jolly Ch
Dehradun, Uttarakhand



17. **Publicity and Trademarks:** Each Party will not, and will cause its affiliates not to, issue any press release or make any announcement regarding this agreement nor use the name or any trademark or service mark of the other Party or any of its affiliates without the prior written consent of the other Party.

18. **Termination:**

- i. Both Parties hereto agree that they shall be locked in for a period for 2 (Two) years (except termination under sub-clause iii. & iv. below) from the date of execution hereto and shall not be entitled to terminate this Agreement ("Lock-In Period").
- ii. Either Party shall be entitled to terminate this Agreement post lock in period, for any reason whatsoever, by providing to the other Two (02) months prior written notice.
- iii. If either Party breaches any provision of this Agreement and if such breach is not cured within 30 (thirty) days after receiving written notice from the other Party specifying such breach in reasonable detail, the non-breaching Party shall have the right to terminate this Agreement by giving written notice thereof to the Party in breach, which termination shall go into effect immediately on receipt.
- iv. Notwithstanding, any of the provisions stated herein above, both Parties are entitled to terminate this Agreement at any time before the completion of the Term, with immediate effect for following reasons:
 - (a) If the Party is declared insolvent or is in process of bankruptcy as per the competent court of law.
 - (b) With regards to Customer, in case of any material change in ownership or management of the party.
 - (c) If either Party indulges in corruption, fraudulent activities, whatsoever being substantiated and proved.

19. **Consequences of Termination:**

- i. All purchase orders issued under this Agreement, shall stand terminated upon the termination of this Agreement.
 - ii. Upon termination for any reason, Customer shall return the Equipment in the same condition ordinary wear and tear excepted, within 30 (Thirty) days. It shall be the onus on the Company to provide for the cost as to withdraw of the Equipment. Any delay in withdrawal of the Equipment is subject to the rental charges to be paid by the Company to Customer on daily basis.
 - iii. Upon termination of this Agreement (other than on expiry of the Term), all amounts accruing to the Company hereunder or under any purchase order shall immediately become due for payment, irrespective of Effective Date of the termination of this Agreement. All subsequent deliveries of Products, if agreed by the Parties on account of outstanding purchase orders, pursuant to the termination of this Agreement shall require pre-payment from Customer to Company.
 - iv. **Consequences for Premature termination:** If either of the Party terminates the Agreement during the Lock-In Period, in addition to the above stated obligations, the defaulting Party shall be liable to pay to the Other Party an amount equivalent to last 6 (six) months of actual 100% workload/tests pertaining to tests as described in Clause 8 read together with Annexure B hereto, from the effective date of termination.
20. **Product Warranties:** Company warrants that the Products purchased under this Agreement will be free from defects in workmanship and materials upon delivery, when properly used, maintained and serviced in accordance with this Agreement. Except for the express warranties and obligations set forth in this Clause, and to the fullest extent permitted by applicable law, the Company hereby disclaims all other warranties, express or implied whether under law, contract or equity.

GENERAL TERMS & CONDITIONS

Seena
Himalayan Hospital
(A constituent unit of SRHU)
Bam Nagar, P.O. Jolly Grant

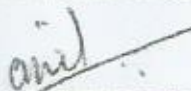


21. **Assignment:** Both the Parties shall not assign any of its rights or obligations under this agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the other party.
22. **Entire Agreement:** All exhibits, schedules, attached hereto and referenced herein are made a part of this agreement. This agreement constitutes the entire agreement between the parties concerning the subject matter of this agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this agreement. The terms of any purchase order, invoice, or similar document used to implement this agreement shall be subject to and shall not modify this agreement. If any other document conflicts with this agreement, this agreement will control unless the document specifically modifies any section of this agreement by reference. This Agreement may only be amended by written agreement of the parties.
23. **Force Majeure and Product Shortage:** Noncompliance with any obligation under this agreement due to an event of force majeure, act of God, Pandemic, shortage of Products as a result of force Majeure or any other cause beyond the reasonable control of the entity affected will not constitute a breach of this agreement.
24. **Notices:** All notices under this Agreement shall be given in writing in English and shall be served by sending the same by Registered Post, Courier, Acknowledgement Due addressed to the party for whom it is meant at its registered office or by personal delivery or through email, fax or such other medium to the authorised persons of the parties.
25. **Survival:** The expiration or termination of this Agreement shall not relieve either party of the obligations set forth herein which by their nature are intended to survive, including Customer's obligation of clearing all outstanding payments under this Agreement and individual purchase orders.
26. **Third-Party Beneficiaries / Contractual Obligations:** No person other than Company and the Customer has any rights, or is entitled to any remedies, under this agreement. Each party represents that it is not prohibited from entering into, or performing its obligations under, this agreement by the terms of any other agreement.
27. **Waiver:** No provision of this agreement may be waived except by a writing signed by the party against whom the waiver is sought to be enforced. No failure to enforce any provision of this agreement constitutes a waiver of future enforcement of that provision or of any other provision of this agreement.
28. **Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by Law, this Agreement shall be considered divisible as to such provision and such invalid, unenforceable or prohibited provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
29. **Counterparts:** This Agreement may be executed simultaneously in 2 (two) counterparts each of which shall be deemed to be an original but all of which shall constitute the same instrument.
30. **Warranty of Authority:** Both parties represent and warrant to the Company that they are duly authorized to execute this Agreement and that they have the requisite authority to legally bind themselves to the terms of this Agreement.

Satish
25/12/23
Chief Medical Superintendent
Kalyan Hospital
15, Connaught Place, New Delhi
New Delhi-110001
Delhi-245140



31. **Independent Contractor:** The Parties hereby agree that the relationship of the Parties is that of independent contractors. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
32. **Non-Exclusive Arrangement:** 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.
33. In no event the customer be liable with respect to the infrastructural, promotional and marketing investment made by the company towards the installation of equipment & also for any business expenses, loss of profit or incidental indirect or consequential damages on account of installation of machine/equipment.

Signatures			
			
Name	Dr. S.L. Jethani	Name	Mr. Ankit Monga/Mr. Anil Aggarwal
Designation	Chief Medical Superintendent Himalayan Hospital	Designation	Business Manager
Party of First Part	Swami Rama Himalayan University	Party of Second Part	Ortho Clinical Diagnostics India (P) Ltd.
Date	25/07/2023	Date	

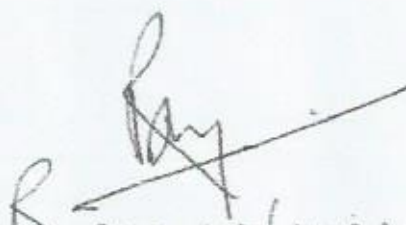
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Witness

A.

Name:

Address:


ROSHAN NAUGAIN
 Manager mmy
 SRHU Jolly Grant-PON

B.

Name: ALAKSH AKHITA

Address: 860 7667 494 (ADHAR COPY ATTACH)

ANNEXURE A

Reagents and its prices (As per attached sheet)

ANNEXURE B

Equipment Description to be placed on Reagent Rental



Sr No	Equipment name	Equipment value in INR	Customer location
1.	V3600	Reagent Rental	Microbiology Department, Swami Rama Himalayan University, Swami Ram Nagar, Jolly Grant 248 016, , Dehradun, Uttarakhand.
2.	V3600	Reagent Rental	Blood Bank, Swami Rama Himalayan University, Swami Ram Nagar, Jolly Grant 248 016, , Dehradun, Uttarakhand.

Requirements of Products

The Company will bear the cost of the pre-requirement like UPS, electrical requirement or any other such requirement for the placement and delivery of our State of art VITROS 3600 Instrument.

ANNEXURE C

Pre-installation requirements: (please find enclosed documents).

Name and Particulars of Products	Requirement of Products
(a)	(b)
Parameter	Business Commitment per Annum (INR.)
Period	5 Years (Five years)
Volume Per annum INR	Workload for Microbiology and Blood Bank department of Swami Rama Himalayan University for HIV, HbsAg and Anti HCV parameters on the exclusive basis to be done on Company's equipments. Chief Medical Superintendent Himalayan Hospital (A constituent unit of SRHU) Swami Ram Nagar, Jolly Grant Dehradun-248140

Signature
4517123
Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, Jolly Grant
Dehradun-248140



Commercial/Price Bid

Ref. No: OCD/HIHT/09

05th July 2023

To,
The Materials & Management Department
Swami Rama Himalayan University
Dehradun

Subject: Revised Prices as per the meeting held on 29-06-2023 at your office for fully automated Random Access Electrochemiluminescence based analyzer.

In continuation of the meeting held on 29.06.2023 at your office, we offer our state-of-the-art instrument vide Model VITROS 3600 and the revised commercial bid is mentioned below for your consideration.

Important Benefits and Advantages of our proposed instrument:

1. Our state-of-the-art instrument technology provides Enhanced Chemiluminescence with continuous loading, random access with STAT having around 1000 times higher signal output providing better detection and providing better results for patient health care.
2. Throughput of the system is 189 tests per hour approximately with 80 sample loading positions and 10 STAT positions for emergency samples.
3. SMART METERING with Automated Sample Status Checks including Save-the-Sample Clot Detection Management, bubble detection, liquid level sensing, short- sample detection and high and low viscosity sample detection.
4. Ready to use reagents as No premixing of reagents and reconstitution is required and ability to check Hemolysis, Icteric and Turbidity i.e., HIT samples without affecting the throughput of the system.
5. Our instrument provides "Aspiration of sample through superior technology with No maintenance of probe required".

Price List of Reagents:

Sl. No.	Material Description	Pack Size	Unit No.	Unit Price (Rs)	Cost Per Test (Rs)
1	Vitros HIV Combo	100 wells	1	6000.00	74.76
2	ECI A-HCV	100 wells	1	10800.00	115.90
3	Vitros HbsAg ES	100 wells	1	3800.00	51.58
4	HIV Control	1 Box	1	2600.00	
5	HCV Control	1 Box	1	2600.00	
6	HbsAg ES control	1 Box	1	2600.00	
7	HIV Calibrator	1 Box	1	5200.00	
8	HbsAg ES calibrator	1 Box	1	5200.00	
9	HCV calibrator	1 Box	1	5200.00	
10	Signal Reagent	1 Box	1	3000.00	
11	Wash Buffer	1 Box	1	3200.00	
12	Maintenance Pack	1 Box	1	12000.00	
13	Versa Tips	1 Box	1	1000.00	
	TOTAL Cost Per Test				Rs.242.26 plus GST

Preventive maintenance kits will be provided as FOC.

Sd/-
21/7/23
Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of SRHU)
Swami Ram Nagar, D. D. Jyoti Grant



For Ortho Clinical Diagnostics



Terms & Conditions:

1. Agreement Period- As mentioned in the enquiry.
2. Validity Period: As mentioned in the enquiry.
3. Payment Terms and conditions: As per hospital schedule.
4. Delivery Schedule: As per supply order.
5. Delivery Terms and Conditions: As per supply order.
6. Cold Chain: Maintained till the delivery of the material.
7. Freight Charges: No Freight Charges.
8. All Consumables & Reagents are supplied by our authorized distributor M/s. DaSure Healthcare Services-Dehradun.
9. GST Declaration: M/s DaSure Healthcare Services maintains all the GST records and is a registered supplier with your hospital.
10. The Equipment made available by Ortho Clinical Diagnostics to Swami Rama Himalayan University on reagent rental basis shall at all times be and remain sole property of Ortho Clinical Diagnostics.
11. Himalaya Institute will provide 100% of the tests every year as per the number of tests mentioned in the enquiry mail.

Assuring you best of services at all times.

For Ortho Clinical Diagnostics



Rajeev Kumar
Sr. Key Account Manager
Mob- 9910012885
rajeev.kumar@orthoclinicaldiagnostics.com



Chief Medical Superintendent
Himalayan Hospital
(A constituent unit of GHSU)
Swami Rama Himalayan University
Dehradun