



सत्यमेव जयते

INDIA NON JUDICIAL

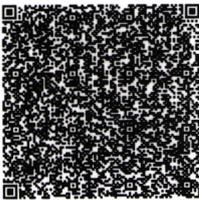
Government of National Capital Territory of Delhi

₹100

e-Stamp

**Certificate No.** : IN-DL10375840528711U  
**Certificate Issued Date** : 28-Mar-2022 02:34 PM  
**Account Reference** : IMPACC (IV)/ dl831503/ DELHI/ DL-DLH  
**Unique Doc. Reference** : SUBIN-DL83150308844915632176U  
**Purchased by** : INSTRUMENTATION LABORATORY INDIA PVT LTD  
**Description of Document** : Article 5 General Agreement  
**Property Description** : Not Applicable  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : INSTRUMENTATION LABORATORY INDIA PVT LTD  
**Second Party** : SGT UNIVERSITY  
**Stamp Duty Paid By** : INSTRUMENTATION LABORATORY INDIA PVT LTD  
**Stamp Duty Amount(Rs.)** : 100  
 (One Hundred only)

सत्यमेव जयते



₹100

Please write or type below this line

IN-DL10375840528711U

IL/AGREEMENT/2022/\_\_\_\_\_/P

(Customer's Copy)

**AGREEMENT**

This Agreement made between Instrumentation Laboratory India Pvt. Ltd., a company incorporated under the Companies act 1956 and having its registered office at **C-5, Near Tata Steel, Okhla Industrial area, Phase-1, New Delhi, South Delhi, Delhi-110020, India**, represented by Mr. Anurag Mishra, authorized signatory of the Company hereinafter referred to as (service provider) which expression unless repugnant to the context shall mean and include its executors, administrators, legal representatives and permitted assigns on the **FIRST PART**

AND

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Ho Page 1 of 12  
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.



SGT University, Faculty of Medicine & Health Sciences, Budhera, Gurugram, Haryana 122505., (Installation Site: Pathology) Represented By Its Registrar Hereinafter Referred To As Customer, This Expression Unless Repugnant To The Meaning Of The Context Shall Mean And Include Its Executors, Administrators, Legal Representatives And Permitted Assigns) On The SECOND PART.

Wherever the context may permit the Service Provider and Customer may be referred to as 'Party' individually and collectively as 'Parties'.

WHEREAS the Service Provider is a company primarily dealing in the supplies of In-vitro Diagnostics instruments.

WHEREAS the Customer is a Hospital, which is in need of medical equipment for the smooth and effective running of its operations.

FURTHER the Service Provider has the expertise and the capability to supply the instruments required by the Customer on arrangements as contained in this agreement.

FURTHER on the request of the Customer, Service provider has agreed to place the Medical Device in the Customer Premises after reaching broad understandings.

The parties having reached a broad understanding now wish to record their understanding in writing.

NOW THEREFORE THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS

#### DEFINITIONS

1. **Agreement-** shall mean this Agreement including all sections, annexures, and appendices hereto and all documents herein attached and amendments to be made to this Agreement, if mutually agreed by the parties in writing.

2. **Medical device** means,-

(a) any instrument, apparatus, appliance, implant, material or other article, whether used alone or in combination, including the software, intended by its manufacturer to be used specially for human beings or animals for one or more of the specific purposes of,-

(i) diagnosis, prevention, monitoring, treatment or alleviation of any disease or disorder;

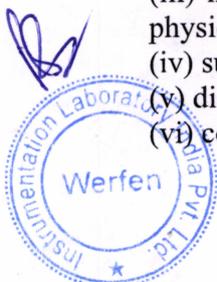
(ii) diagnosis, monitoring, treatment, alleviation or assistance for, any injury or disability;

(iii) investigation, replacement or modification or support of the anatomy or of a physiological process;

(iv) supporting or sustaining life;

(v) disinfection of medical devices;

(vi) control of conception;



which does not achieve the primary intended action in or on the human body or animals by any pharmacological or immunological or metabolic means, but which may be assisted in its intended function by such means, and covered under sub-clause (iv) of clause (b) of section 3 of the Drugs and Cosmetics Act, 1940 (23 of 1940);

(b) an accessory to such an instrument, apparatus, appliance, material or other article;

(c) substances covered under sub-clause (i) of clause (b) of section 3 of the Drugs and Cosmetics Act, 1940 (23 of 1940) used for in vitro diagnosis which is a reagent, calibrator, control material, kit, instrument, apparatus, equipment or system, specimen receptacle, whether used alone or in combination with any other reagent, calibrator, control material, kit, instrument, apparatus, equipment or system, that is intended by its manufacturer to be used in vitro for examination of any specimen, including any blood or tissue donation, derived from the human body, solely or principally for the purpose of providing information,-

(i) concerning a physiological or pathological state or a congenital abnormality;

(ii) to determine the safety and compatibility of any blood or tissue donation with a potential recipient thereof; or

(iii) to monitor therapeutic measures;

(d) substances in the nature of medical devices covered by sub-clause (ii) of clause (b) of section 3 of the Drugs and Cosmetics Act, 1940 (23 of 1940).

### 3. Reagents

Shall mean a chemical, biological or immunological component, solution or preparation intended by the manufacturer to be used as in vitro diagnostic medical device;

## Terms and Conditions

### 1. Duration of the Agreement :

It is agreed between the parties that the duration for the subsistence of this agreement shall be 5 (Five) years subject to extension on mutual agreement on Reagent Rental basis. The Agreement will be renewed after mutual consent and discussion of the parties after the completion of the tenure of the Agreement.

### 2. Instrument Details :

Instrument	Fully Automated Coagulation Analyzer
Model	ACL Elite Pro
Make	Instrumentation Laboratory, USA
Serial No.	21094937

### 3. Placement of Instrument :

The instrument will be placed at the premises of the Customer during the validity of this Agreement. The Customer will inform the Service provider if at any time during the validity of this Agreement the Instrument is moved from the premises mentioned



in this Agreement. Doing so without the prior approval of the Service provider will be counted as material breach of the Agreement.

**4. Cartridges/reagents/consumables details/Business to be achieved**

Customer undertakes that for each medical instrument, it shall purchase reagents/consumables a minimum of Rs. 8,00,000/- each year and that it shall purchase a minimum of Rs. 40,00,000/- from reagents/consumables during the term of contract failing which the Customer shall compensate the Service Provider the value of shortfall of number of cartridges/reagents/consumables agreed upon. The Shortfall will be compensated by the Customer to the Service Provider on yearly basis after mutual discussion and consent. The details of cartridges/reagents/consumables along with price of the cartridges/reagents/consumables are annexed with this agreement and marked as **Annexure-1**. It is also agreed between the parties that these prices are subject to change on account of change in government policies, levies, duties etc. and also on account of change in the rate of inflation by more than 5%. These Prices are subject to change, in the case of fluctuation in the rate of Exchange of currency is by more than 5%. (Exchange rate will be applicable as the RBI website, at the date of agreement signed)

**5. Payment Terms:**

It is agreed between the parties that Customer shall make payment to the Service Provider within 30 days of receipt of cartridges/reagents/consumables by way of cheque/RTGS/NEFT/Demand Draft.

**6. Delivery :**

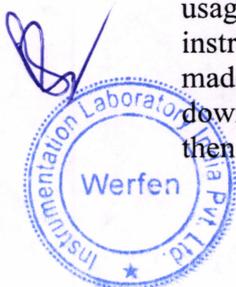
The Service Provider shall deliver the consignment of the instruments asked for within 4-8 weeks after getting the confirmation of the order in writing from the Customer. It is further agreed between the parties that medical instrument, reagents and consumables will be supplied directly by the Service Provider or through its authorized distributor only.

**7. Supplies :**

Further no reagents or consumables or cartridges/reagents/consumables other than those supplied by the Service Provider will be used at any point of time by the Customer; breach of this condition will result in material breach of contract by the Customer and the Service Provider shall have the right to terminate this agreement and claim damages.

**8. Maintenance of Equipment**

- It is agreed between the Parties during the term of contract, the complete maintenance of the medical instrument including spares parts and paper roll (Paper rolls will be provided with Blood Gas analyzers only) will be the responsibility of Service Provider. The service Provider has issued SOP's for usage of the medical instrument and Customer has agreed to use the medical instrument strictly in terms of the SOP issued by the Service Provider. It is made clear by the Service Provider that if the medical instrument breaks down/malfunctions due to operational negligence attributable to the Customer then Customer shall compensate the Service Provider upto the current market



value of the medical instrument. However if the malfunctions are repairable or some part is replaceable then the Customer shall bear the cost towards same.

- It is agreed between the Parties that in case the necessity of up gradation of Software / Hardware arises, the Service Provider shall provide the same free of cost during the contract period.
- It is agreed between the Parties that medical instrument at the cost and effort of the Customer shall be kept at 'ready mode' continuously without any break with uninterrupted power supply. It is further agreed that the Customer will make its own arrangements for online UPS supply of 1.0 KVA, which will be checked and approved by the Service Provider.
- In case of any damage to the cartridges/reagents/consumables due to manufacturing defect the number of lost samples the same will be replaced free of cost by Service provider.
- It is agreed between the parties that no person other than employee or authorized representative of the Service Provider will repair or service the machine.
- The Service Provider recommends preventive maintenance of 1 (One) time in every year.

#### **9. Ownership :**

It is agreed by the Parties that Medical Instrument will be installed by the Service Provider at the Customer's Hospital premises on rental basis. The ownership of the medical instrument shall exclusively vest with the Service Provider during and after the tenure of this Agreement.

It is further agreed between the Parties that after the contract period is over, the medical instrument shall be returned to the Service Provider in working condition.

#### **10. Termination:**

- If the Customer wishes to terminate the contract before this Agreement expires by efflux of time, the Customer, shall apprise the Service Provider the reason of dissatisfaction and the Service Provider would try to cure the shortcoming within 30 days so that the Agreement term can be completed. Otherwise either Service Provider or Customer shall give a minimum notice of one month with reason in writing for the termination of the contract.
- That notwithstanding, upon termination or expiration of this Agreement, any and all rights and obligations of the parties hereto which shall have accrued before the effective date of such termination or expiry under this Agreement, shall remain outstanding and shall be governed by this Agreement. Upon termination of this Agreement for any reason whatsoever, the service provider will prepare and submit a final account to customer for its re-conciliation and review. Any amount determined to be due and payable by any Party to the other Party shall be paid within thirty (30) days from the date of submission of such account.



**11. Force Majeure:**

Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach, are delayed or prevented by reason of circumstance beyond its reasonable control, including, without limitation, act of Government, pandemic or natural disaster, earthquake or other acts of God ("Force Majeure"), provided that the Party seeking to delay its performance gives the other prompt written notice and further provided that such Party uses its good faith efforts to cure the Force Majeure.

**12. Indemnity:**

(i) Each Party shall, at its expenses, indemnify, defend and hold harmless the other Party and its respective officers, personnel, employees, representatives, agents, respective directors, and assign from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) any other losses that may occur, arising from or relating to:

a. a breach, non-performance or inadequate performance by such party of any of its obligations or warranties under the agreement.

b. an infringement of such third-party rights (including contractual rights and intellectual property rights) by such Party in fulfilling or complying with its obligations under the Agreement; or

c. the acts, errors, misrepresentations, willful misconduct or negligence of such Party, its employees, subcontractors and agents in performance of its obligations under the Agreement.

(ii) Neither party nor any of its affiliates nor its or their respective directors, officers, employees, agents or suppliers shall be liable to the other party or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitations, damages resulting from or arising out of the Agreement, or loss of reputation, business or goodwill, whether or not such Party has been advised or is aware of the possibility of such damages.

**13. Exclusivity:**

It is agreed between the parties that during the subsistence of this Agreement the Customer shall maintain an exclusive relation with the Service Provider with regards to the supply of the medical instruments and cartridges/reagents and that it shall only seek the services of some other party if the Service Provider fails to provide the cartridges/reagents within a given time frame subject to Force Majeure he should inform the Service provider in writing.

**14. Assignment :**

It is agreed between the parties that the Customer shall not assign, transfer or sub-contract any of its cartridges/reagents/consumables or medical instruments supplied



under this Agreement to any person without the prior written consent of the Service Provider. Service Provider may assign this Agreement or nominate as the case may be, any person or its subsidiaries, associates, group company, joint venture partner for discharging its services under this agreement subject to the strict compliance of the terms of this Agreement by the Assignee and with prior written consent of the Customers.

**15. Intellectual Property Rights:**

All Intellectual Property Rights in the cartridges/reagents/consumables, machines, medical instruments and consumables supplied by Service Provider including any improvements and modifications thereto, belong and shall belong to Service Provider. Nothing in this Agreement provides any right, title and interests of license, assignment or Service Agreement ownership in the Intellectual Property of Service Provider and Service Provider reserves all rights not expressly granted to the Customer under this Agreement. For the purpose of this Agreement, "Intellectual Property Rights" shall mean all copyright, trademarks, service marks, trade names, designs (including all applications and registrations), trade secrets, and all other proprietary and intellectual property.

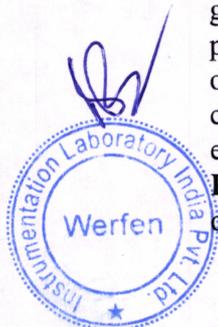
The Customer agrees that the machines, cartridges/reagents/consumables medical instruments and consumables in its entirety and all its components including but not limited to its packaging, hardware, platform and content cannot be replicated by the Customer, in any manner whatsoever, even after the expiry of this Agreement. Failure to adhere to this clause by the Customer shall entitle the Service Provider to claim for damages to the extent that the Service Provider shall suffer from the breach of this clause.

It is further agreed between the parties that the Customer shall immediately bring to Service Provider's attention, any improper or wrongful use of the Service Provider's Intellectual Property which comes to the notice of the Customer and will in the performance of its duties under this Agreement use every reasonable effort to safeguard the proprietary rights and interests of the Service Provider.

**16. Confidentiality:**

Both the Parties agree that any confidential information received by them during any furtherance of its obligations in accordance with this MOU shall be treated by each party in full confidence and will not be revealed to any other person(s), firms or organizations, in any event whatsoever.

It is further made clear that confidential information shall mean and include the terms and conditions of this **Agreement** and other documents & data received and/ or generated in relation thereto and/ or in relation to this Agreement, all information, particulars of the works, business policies or practices, customers, potential customers or suppliers of information, organisational secrets, technology, technical or commercial information, whether oral, written, visual, tangible, intangible, whether in electronic or printed form or otherwise, made available by (or on behalf of) **Service Provider** or obtained directly or indirectly by the **Customer** from **Service Provider** or the affiliates of **Service Provider** or representatives of **Service Provider**, or that



which is generated, supplied, accessed or otherwise received by the **Customer** under this **Agreement**. Confidential Information shall exclude that information which is proved:

- To be already known to the **Customer** at the time it is disclosed or;
- To have become publicly known through no wrongful act of the Customer;
- To have been rightfully received by the Customer from an external party without restriction on disclosure and without breach of this Agreement;
- To have been independently developed by the **Customer**;
- To have been approved in writing for release by **Service Provider** prior to disclosure;
- To be required to be disclosed pursuant to requirements of a governmental agency or disclosure required by operation of law, provided that the **Customer** shall give the **Service Provider** a reasonable advance notice prior to such disclosure and undertakes to contest such requirement of disclosure.

Breach of this Confidentiality clause shall entitle the Service Provider to terminate the agreement and claim the damage.

**17. Forbearance Not To Be Construed As Waiver:**

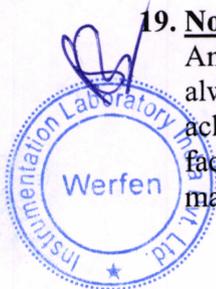
No forbearance, indulgence or relaxation by the Service Provider at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of the Service Provider to receive performance of that provision and any waiver by Service Provider of any breach of any provision of the Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or amendment of the provision itself or a waiver of any right under or arising out of this Agreement.

**18. Dispute Resolution:**

All legal disputes that may arise in this Agreement shall be settled by of arbitration as per Indian Arbitration and Conciliation Act, 1996. The Sole Arbitrator shall be appointed by mutual consent. The seat of arbitration shall be New Delhi and the proceedings of arbitration shall be in the English language. The arbitrator's award shall be substantiated in writing. To the extent permitted by law, the arbitrator's award shall be final and binding and the award shall be enforceable in any competent court of law of New Delhi.

**19. Notices:**

Any notice or other communication that may be given by one Party to the other shall always be in writing and shall be served either by (i) hand delivery duly acknowledged; or (ii) sent by registered post with acknowledgment due; or (iii) by facsimile at the respective addresses set out herein below, or at such other address as may be subsequently intimated by one party to the other in writing as set out herein. If



the notice is sent by facsimile, the said notice shall also be sent by registered post with acknowledgment due. Notwithstanding the above, all notices shall be sent to the official email addresses with proper confirmation of delivery of the email.

**Customer:-**

To SGT University, Faculty of Medicine & Health Sciences,  
Budhera, Gurugram,  
Haryana 122505. PH :- 18001025661  
Installation Site:ICU  
Contact Person Name: Mr. Jagmohan  
Phone No : 8527090219  
E-mail Id: jagmohan@sgtuniversity.org

**Service Provider**

Instrumentation Laboratory India Pvt. Ltd.  
C-5, Near Tata Steel, Okhla Industrial area,  
Phase-1, New Delhi, South Delhi, Delhi-110020, India  
Email address: in.werfen.com  
Phone Number: 011 49029550/551  
Fax Number: 011 49029567

All notices shall be deemed to have been validly given on (a) the day immediately after the date of transmission with confirmed answer back, if transmitted by email, facsimile transmission, or (b) the date of receipt, if sent by courier or hand delivery; or (c) the expiry of three days after posting, if sent by registered/speed post. For the purposes of notices, delivery shall be construed as earlier of email (with confirmed answer back) or fax (with confirmed answer back) or registered or speed post.

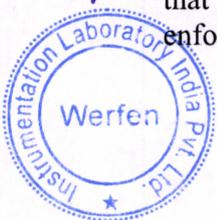
Any Party may, from time to time, change its address or representative for receipt of notices provided for in this MOU by giving to the other Party not less than 5 (five) days prior written notice.

**20. Counterparts:**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

**21. Severability:**

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement, but the legality and enforceability of this Agreement shall not be affected.



**22. GOVERNING LAW & JURISDICTION:**

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India and shall be subject to the jurisdiction of the courts of New Delhi.

**23. Entire Agreement:**

This Agreement, including any other document(s) referred to herein which forms a part hereof, contains the entire understanding of the Parties hereto with respect to the subject matter contained herein and therein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

Agreed to and accepted this 02/03/2022 at New Delhi.

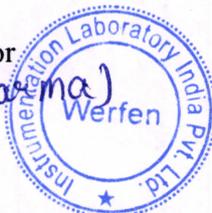
 Registrar  
SGT University  
Budheda, Gurugram

For Instrumentation Laboratory India  
Pvt. Ltd.

For SGT University, Faculty of  
Medicine & Health Sciences

  
Proposer: Zonal Manager

(Authorized Signatory)  
(Signature with date and stamp)

Approver 1: Associate Director  
(Bharat Sharma)  
  


Witnesses:

Approver 2: Regional Director-India & South Asia  
(Authorized Signatory)  
(Anurag Mishra)  


24P No → 3000/17351

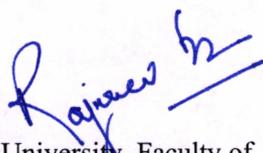
Annexure – 1

Reagent code	Material Description	Price per Kit	GST (%)
20002400	HemosIL Wash R	4800	18
20003050	HemosIL RecombiPlasTin 2G (20 mL)	9700	5
20006800	HemosIL SynthASil	9700	12
20008500	HemosIL D-Dimer	29500	12
20300500	HemosIL Protein C	37000	12
20002700	HemosIL Free Protein S	35000	12
20011800	HemosIL Factor VIII deficient plasma	20570	12
20011900	HemosIL Factor IX deficient plasma	23430	12
9831700	HemosIL Cleaning Solution (Clean A)	2500	18
9832700	HemosIL Cleaning Agent (Clean B)	2500	18
9757600	HemosIL Factor Diluent	2500	18
20003700	HemosIL Calibration plasma	9000	12
20003110	HemosIL Normal Control ASSAYED	6500	12
20003210	HemosIL Low Abnormal Control ASSAYED	6500	12
20003310	HemosIL High Abnormal Control ASSAYED	6500	12
20013000	HemosIL D-Dimer Controls	15000	12
6800000	HemosIL Rotors	18000	18
20301100	HemosIL Fibrinogen Clauss	30000	12
00006799200	Sample cup, 0.5 ml (1000pcs)	5600	18
20012500	HEMOSIL LA POSITIVE CONTROL	22000	12
20012600	HEMOSIL LA NEGATIVE CONTROL	22000	12
20301500	HEMOSIL DRVVT SCREEN	34140	12
20301600	HEMOSIL DRVVT CONFIRM	36500	12

Note :- Taxes/Govt. Levies shall be charged extra.

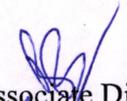
  
  
Prices are OK  
24P: 3000/17351

For Instrumentation Laboratory India  
Pvt. Ltd.

  
For SGT University, Faculty of  
Medicine & Health Sciences,

  
Proposer: Zonal Manager

(Authorized Signatory)  
(Signature with date and stamp)

Approver 1: Associate Director  
  
(Bharat Sharma)  


Witnesses:

  
Approver 2: Regional Director-India & South Asia  
(Authorized Signatory)  
(Anurag Mishra)