

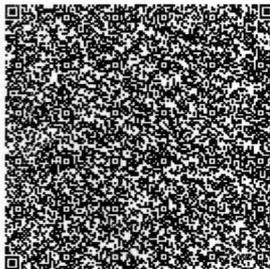


सत्यमेव जयते

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EQUIPMENT PLACEMENT AND REAGENTS SALE AGREEMENT

THIS EQUIPMENT PLACEMENT AND REAGENTS SALE AGREEMENT (this "Agreement") entered into the 7th day of September 2016.

BY AND BETWEEN

BioMerieux India Private Limited, a company incorporated and existing under the laws of India and having its registered office at 43A, 1st floor, Okhla Phase -III, New Delhi - 110 020, represented herein by its authorized representative Mr. Saurabh Rajadhyax Managing Director Fax: +91-11-42098852 (hereinafter referred to as "**Company**"), which expression shall unless repugnant to the context mean and include its successors and assigns) of the ONE PART;

AND

Swami Rama Himalayan University (SRHU), University established under 2(f) of UGC Act and enacted vide Uttarakhand Act No.12 of 2013, having its registered office at Swami Ram Nagar, Jolly Grant, Dehradun, represented herein by its registrar Mr. NALIN BHATNAGAR, (hereinafter referred to as "**Assignee**"), which expression shall unless repugnant to the context mean and include its legal representatives, executors and permitted assigns) of the second part

Company and Assignee are hereinafter individually referred to as "**Party**" and collectively "**Parties**".

The Parties hereby agree:

This Agreement incorporates the Assignee rights of use the Company equipment and sale of the reagents for the purpose of conducting the medical diagnostics as per the agreement summary set out below (the "**Agreement Summary**") and the attached general terms and conditions. In the event of any conflict between the general terms and conditions and the Agreement Summary, the Agreement Summary will prevail.

AGREEMENT SUMMARY

Purpose	The purpose of this Agreement is to (i) grant the Assignee with right to use certain diagnostic equipment(s) as specified in Annexure A (hereinafter referred as the " Equipment "). and (ii) sale of the substances by the Company to the Assignee, which are used in a chemical reaction to detect, measure, examine, or produce other substances and more particularly specified in Annexure B (hereinafter referred as " Reagent "). The Assignee hereby agrees to purchase Reagents exclusively from the Company during the subsistence of this Agreement.
Term and Extension	This Agreement shall become effective from the date of delivery of the Equipment to the Assignee (" Effective Date ") and shall continue for a period of [5] years (herein the " Term "), unless terminated earlier in terms of general terms and conditions hereof. The Term may be extended on such terms and conditions as mutual agreed in writing by the Parties.
Right to use Equipment	The Company shall place the Equipment at the Assignee's laboratory located at [SRHU] and grant right to use the Equipment <i>free of cost</i> during the subsistence of this Agreement.
Sale of Reagents and price	The Company agrees to sell the Reagents & consumables, and the Assignee agrees to exclusively purchase its requirement of the Reagents & consumables from the Company, at price specified in Annexure B. The price specified in Annexure B is exclusive of all taxes. The Company agrees to sell the Reagents & consumables, and the Assignee agrees to exclusively purchase its requirement of the Reagents & consumables from its authorized distributor, Excel Biosystems Pvt.Ltd, at existing price. Where the reagents & consumables listed in Annexure -B are found to be inferior in quality to that agreed upon, the Assignee shall have the right to withhold/stop the payment for such inferior reagents & consumables. The company undertake to replace all supplies, marked as inferior products by the assignee, within 07 (seven) working days from the date of lodging of such a complaint by the Assignee.
Minimum purchase of Reagents	The Assignee hereby agrees to order and purchase its requirement of the Reagents from the Company as per tests specified in Annexure B and as per the general terms and conditions.
Change in the price of Reagents	The price of the Reagents & consumables as specified in Annexure B, shall be revised in the following events:- a) Prices may be revised at the discretion of the Company in case of high exchange rates (Rs/Euro with >10% FOR CONSECUTIVE 3 MONTHS) arising due to higher cost, for example leading higher manufacturing cost, overhead costs, exchange rates etc.
MAINTAINENCE	FREE OF COST FOR 60 MONTHS The company shall ensure 95% uptime for the equipment
TRANSFER OF TITLE	Post successful completion of contract the equipment shall be upgraded to compatible new models existing at that time and current system shall be provided as backup to the new models and maintained as per current terms.

Nalin Bhatnagar
Registrar
Swami Rama Himalayan University



DISPUTE	<p>Where parties commits a breach of any of the terms and conditions contained in this agreement, then the aggrieved party shall issue a notice to the other party to remedy the breach within 15 days from the date of receipt of such notice. Where the other party fails to remedy the breach within the stipulated time frame, then the aggrieved party shall have the right to terminate the agreement and to claim damages.</p> <p>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 an arbitral panel consisting of three (3) arbitrators appointed and conducting proceeding in accordance with the rules of Indian Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof. Each party shall appoint one (1) arbitrator, and the two (2) arbitrators so nominated shall designate a third arbitrator acceptable to both appointing parties, failing which the third arbitrator shall be appointed in accordance with the Arbitration and Reconciliation Act, 1996 and rules and regulations there under will be deemed to be incorporated herein. The arbitration shall be in English and the place for the arbitration shall be Jolly Grant, Dehradun.</p> <p>This Agreement shall be governed by and construed in accordance with the laws of India and the Courts of Dehradun shall have exclusive jurisdiction.</p>
TERMINATION	<p>Either party shall be entitled to terminate this Agreement, for any reason whatsoever by providing to the three months prior written notice.</p> <p>Upon termination or determination of this Agreement the Assignee shall return the Equipment to the company forthwith subject to Company's compliance of taking back its products and consumables as listed in Annexure -B from the Assignee and refunding the payment for such returned supplies to it.</p>

EXECUTED

BioMerieux India Pvt. Ltd.
through : Mr. Saurabh Rajadhyax

Managing Director

DATE: _____

WITNESS: _____

S. K. Roy
[Signature]



Nalin Bhatnagar

Swami Rama Himalayan University (SRHU)
through: Mr. NALIN BHATNAGAR

Registrar

REGISTRAR

Swami Rama Himalayan University

DATE: _____

WITNESS: _____

24.8.16
Roshan Naugain

Roshan Naugain
Manager
Department of Materials Management
Swami Rama Himalayan University
Swami Ram Nagar, Jolly Grant, Dehradun

Annexure A

Equipment

<u>S. No.</u>	<u>Product</u>	<u>Product Code</u>	<u>Remarks</u>
<u>1.</u>	<u>Bact Alert 3D 240</u>		Purchase of Complete workload of blood culture bottles required by microbiology department/laboratory on monthly basis

Neeraj Bhatnagar
Registrar
Swami Rama Himalayan University



Annexure B

Reagents

All below prices are exclusive of taxes

<u>S. No.</u>	<u>Product</u>	<u>PACK</u>	<u>Product Code</u>	<u>Price(Rs)</u>	<u>Minimum Purchase Quantity (On per month basis)</u>	<u>Remarks</u>
1	BACT/ALERT FA PLUS (AEROBIC)	100BOTTLES/BOX	410851	21,429/= (22,500 inclusive of 5% VAT)	Purchase of Complete workload of blood culture bottles required by microbiology department/laboratory on monthly basis	5% VAT EXTRA as per current rates
2	BACT/ALERT FN PLUS (ANAEROBIC)	100 BOTTLES/BOX	410852	21,429/= (22,500 inclusive of 5% VAT)		5% VAT EXTRA as per current rates
3	BACT/ALERT PF PLUS (PEDIATRIC)	100 BOTTLES/BOX	410853	21,429/= (22,500 inclusive of 5% VAT)		5% VAT EXTRA as per current rates
4	BACT/ALERT MP (MYCOBACTERIA)	100 BOTTLES/BOX	259797	21,429/= (22,500 inclusive of 5% VAT)		5% VAT EXTRA as per current rates
5	MB/BACT ANTIBIOTIC SUPPLEMENT(MAS)	100 TEST/VIAL	259760	6,171/= (6,480 inclusive of 5% VAT)		5% VAT EXTRA as per current rates

neelam hothwaga

Registrar

Swami Rama Himalayan University

