

**Total Care
TC**

Between

**Draeger India Private Limited
2Nd Floor, No-179 Amarjyoti Layout,
Intermediate Ring Road, Domlur, Bengaluru KA - 560071 State Code
:29
CIN No. U51507MH2004FTC14399 GST No. :29AACCD3263D1ZW**

Hereinafter referred to as DIPL on the one part

AND

**Shiva And Shiva Orthopedic Hospital Pvt. Ltd.
29/P2, Narayana Health City, Bommasandra Industrial Area,
Bangalore - 560099 State Code : 29
GST No. :29AAICS6819E1Z1**

Hereinafter referred to as "the User" on the other part

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Scope

DIPL or their Authorized Representation's hereby undertake to carry out following technical maintenance services for equipment installed at "the User " premises as per the specified Schedule.

(a) Planned Preventive maintenance

DIPL will carry out Planned Preventive maintenance services One/two times in a year at predetermined intervals, as to ensure optimal performance of the equipment & reduce the probability of failure. The user will ensure that the equipment are available to carry out the Planned Preventive Maintenance services.

(b) Corrective maintenance

DIPL will carry out the Corrective maintenance after a failure has been reported by "the User" via any official written communication via E-mail, Letter, Fax or telephonically to DIPL or their Authorized Representatives. DIPL or its Authorized Representatives would intend to restore the System to perform as per the specified function either by carrying out the corrective maintenance at "the user" site or by telecon or by using Functionalities such as remote services within a reasonable amount of time provided customer discharges scope of responsibility. "The user" can make Corrective maintenance request with the description of fault multiple times during the tenure of the Contract.

(c) Normal Working Hours

The Normal working hours will be considered as between 0900 and 1800 hours of business working day of Monday through Friday during which the above maintenance services with respect to the System, will be carried out. The services beyond these working hours would qualify as emergency services which are not considered in the scope of Contract.

(d) Spare parts

The spare parts are included in the scope of the Contract. The spare part would mean the items which need to be replaced due to its failure except the accessories & Consumables (Ref point "e")

(e) Accessories & Consumables

Accessories and Consumable are not included in the scope of contract. e.g, - Batteries, patient tubing, expiratory valve, BPCuff, Flow Sensor, Spo2 Sensor, O2 Sensor, ILCA Sensor (Failure due to moisture entry), Trolley Wheels, Service Set, Flow Sensor Cable, O2 Sensor Housing & all plastic items etc.

2. Period of Maintenance

DIPL or their Authorized Representative's shall commence the maintenance services as referred in the attached Schedule and subject to fulfillment of obligations of "the user" as defined in the clause No. 7 of the Contract. There will be Yearly increment of 10% in contract for subsequent years.

3. Responsibilities of DIPL

Subject to the terms and conditions specified in this Contract DIPL shall:

(a) Carry out the Planned Preventive maintenance visits during the contract year at the interval specified in the scope. Planned Preventive Maintenance visits shall be provided during Normal working Hours and as per the agreed tentative time Schedule given by DIPL or their Authorized Representatives

(b) Carry out corrective maintenance as per mentioned in the scope during the Normal Working Hours. DIPL or their Authorized Representative's shall to the best of its endeavor carry out the corrective maintenance & restore the faulty equipment.

(c) Upon request from "the user" provide re-familiarization on aspects of System operation during planned Preventive maintenance visits.

4. Working and Waiting Time

- (a) The Contract covers the services delivered in the normal working hours. In case 'the User' formally requests any maintenance services outside the normal working hours will be separately priced by DIPL as per the Emergency call prevailing rates which will be borne by "the user"
- (b) Where waiting time during Normal Working Hours is incurred by DIPL or their Authorized 'representatives' as a result of unavailability of equipment or for any other reason which is within the control, DIPL shall be entitled to make a separate price for such extended waiting times at prevailing rate for service calls to be borne by "the user"

5. Services not included

Following services are not included in this Contract. In the event, should "the User" request DIPL to undertake any of the following services, all costs i.e.: labor and replacement parts will be priced separately at DIPL's prevailing prices which will be borne by "the user"

(a) Accessories and Consumable parts are not included under the contract.

(b) The rectification of faults including replacement of parts caused by:

i. Use of inappropriate consumable items

ii. Installation, modification and / or improper repair by third parties other than by DIPL or their authorized representatives.

iii. Degeneration of the equipment under environmental conditions other than the specified ones.

iv Environmental Conditions of the room where equipments are installed should be void of any liquid seepage, Electrical Fluctuation & Rodent attack

v The damages caused to the equipment due to accidents, mishandling or due to the act of GOD

vi The agreement does not cover any software upgrade of any kind.

Vii Devices should be in working condition at the time of taking Contract.

Viii 3rd Parties/ Local make close consumables are not authorized to use with the Devices in case of Comprehensive Maintenance contract.

ix Failure related to mishandling or poor manhandling or non-replacement of required consumables as per guidelines not be covered.

X Continuity of confirmation for contract renewal is necessary to share in writing before expiry of contract period otherwise standard price will be applicable.

6. Obligations of "the User"

- (a) "the User" shall take care for the "routine operator maintenance" of the equipment in accordance with the Operation Manuals / instructions given by DIPL & shall handle / operate the equipment accordingly. The user should ensure guard against damages due to climatic conditions, humidity, dust etc.
- (b) "The User" to provide access for DIPL or their Authorized Representative's service engineers to the equipment & provide with adequate working space, facilities and assistance necessary for carrying out the maintenance services.
- (c) "The User" to inform DIPL or their Authorized Representatives via any official written communication via E-mail, Letter, Fax or telephonically to DIPL or their Authorized representatives as soon as any break down or unsatisfactory operation is observed. "The User" shall not make any additions or modifications to the System without written approval from DIPL.
- (d) If required by any Governmental authorities, The User shall issue "end user certificate" in case of any spare parts used in the equipment from the Schedule. "The User" shall assist DIPL with any Documentation needed to deliver the spare part on site.
- (e) For assured performance of the equipment, we recommend to use genuine parts supplied by principals through us. In case of usage of parts supplied by others, the contract will become null & void.

7. Payment Terms

"The User has to pay within 35 days from date of billing. In the Case of users who are entering into the contract for the first time with DIPL the payment terms are ADVANCE. In case of default by User, he will have to pay advance for all the future billings.

8. Operation, Law and Arbitration

- (a) The Contract shall enter into force on the date of signature thereof and shall remain in force until the end of the period of maintenance services as specified in the Contract.
- (b) Any dispute or difference of opinion arising out of this Contract or in connection with its implementation or execution that is not settled amicably shall be finally settled in accordance with the Rules of the India The arbitration tribunal shall be composed of one arbitrator to be appointed in accordance with said Rules. The arbitration & Conciliation Act; 1996 will apply. The place of arbitration shall be Mumbai. The arbitration award shall be final and binding on the parties hereto.

9. Termination

- (a) At any time during the contract, DIPL may terminate the contract by giving to the user a notice three (3) months prior notice.

10. Interest

(b) In case the User fails to pay in due time then DIPL will charge Liquidated damages of 18% P.A. interest from the due date of invoice until the payment is made. In case any negotiable instrument is dishonored a Rs. 1000/- + GST will be charged towards Bank and administrative charges.

11. There will be Yearly increment of 10% in contract for subsequent years.

***** **The terms & conditions of this contract are subject to changes at the sole discretion of DIPL.**

SCHEDULE

Equipment	Unit Price	Serial No.	Start Of TC	Expiry Of TC
Delta Monitor	22308	6009296362	01-01-23	31-12-23
Delta Monitor	22308	6009301473	01-01-23	31-12-23
Total Contract Value				44,616.00
CGST 9 %				4015.44
SGST 9 %				4015.44
Grand Total				52,646.88

IN WITNESS WHEREOF the parties hereto have set their hands on the date first above written.

For and on behalf of

Draeger India Private Limited

Date :

For and on behalf of

**Shiva And Shiva Orthopedic
Hospital Pvt. Ltd.**

Date :

(Signature)

(Signature)

Force Majeure:-

Dräger shall not be responsible for any delay or other failure in performing its contractual obligations, if the performance of such obligations is prevented or materially affected as a direct or indirect result of the corona virus pandemic. Such causes include, without limitation, unpunctual or incorrect delivery by suppliers, impairment of Dräger's own production due to employee absences or precautionary measures. In such cases the delivery time shall be extended automatically. Dräger is entitled to withdraw from this agreement fully or partly by written notice, should the contractual performance become impossible. Any and all other rights pursuant to the standard terms and conditions for sales and service of remain unaffected.

Dräger shall also NOT be liable to pay for any liquidate damages charges arising due to delay in supply or for any partial delivery resulting either directly or indirectly from corona virus pandemic. Also the customer shall not forfeiture any Performance Security submitted earlier for discharge of duties due to non-performance/delayed performance