|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | |  | | --- | | Date : 24-03-23 | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  |  |  | |  | | --- | | Ref No.: **Q/23-03/44** | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | |  | | --- | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | |  | | --- | | **Between** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | **Draeger India Private Limited**  **10th Floor, Commerz II, International Business Park**  **Oberoi Garden City, Off Western Express Highway Mumbai MH – 400063, State Code :27**  **CIN No. U51507MH2004FTC14399 GST No. :27AACCD3263D1Z0** | | | |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | |  | | --- | | **Hereinafter referred to as DIPL on the one part** | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  | |  | | --- | | **AND**  **[insert name of the user]**  **[Insert address of the user]** | | | | | | | | | | | | | | | | | | | | | |  |  |  |  | |  | | --- | |  | | | | |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | |  | | --- | | **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 representatives hereby undertake to carry out the following technical maintenance services for the equipment installed at the User premises as per the 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 and reduce the probability of failure. The user will ensure that the equipment is 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 the User discharges scope of responsibility. The user can make corrective maintenance request with the description of fault multiple times during the tenure of this 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 this Contract. | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | Spare parts | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | (d) | | | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | 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 and consumables mentioned in clause e below. | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | (e) | | | | |  | |  | | --- | | **Accessories & Consumables** | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | **Accessories and Consumable are not included in the scope of the Contract. e.g, - batteries, patient tubing, expiratory valve, BP cuff, flow sensor, Spo2 sensor, O2 sensor, ILCA sensor (Failure due to moisture entry),trolley wheels, service set, flow sensor cable, O2 sensor housing and all plastic items etc.** | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | |  | | --- | | **2.** | | | | | | | | | | | | | | | | | | | | | | |  | | --- | | **Period of Maintenance** | | | | | | | | | | | | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | DIPL or its authorized representatives shall commence the maintenance services as referred to in the attached Schedule and subject to fulfillment of obligations of the User as defined in clause 7 of this Contract. There will be an annual increment of 10% in this 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 clause of this Contract. 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 mentioned in the scope clause of this Contract during the normal working hours. DIPL or its authorized representatives shall to the best of its endeavor carry out the corrective maintenance and restore the faulty equipment. | | | | | | | | | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | (c) Upon request from the User provide re-familiarization on aspects of system operation during the planned preventive maintenance visits. | | | | | | | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | |  | | --- | | **4.** | | | | | | | | | | | | | | | | | | | | | |  | | --- | | **Working and Waiting Time** | | | | | | | | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | (a) This Contract covers the services delivered in the normal working hours. In case the User formally requests any maintenance services outside the normal working hours, the same 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 its 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 this 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 its 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 and rodent attack.** | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | **v The damages caused to the equipment due to accidents, mishandling or due to the act of God.** | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | **vi This Contract does not cover any software upgrades of any kind.** | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | **Vii Devices should be in working condition as on the effective date of the Contract.** | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | **Viii Third Parties/ local make close consumables are not authorized to use with the devices in the case of comprehensive maintenance contract.** | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | **ix Failure related to mishandling or poor manhandling or non-replacement of required consumables as per guidelines not to be covered.** | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | **X Confirmation for contract renewal is necessary to be shared in writing with DIPL before the expiry of the Contract period otherwise the standard price will be applicable.** | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| |  | | --- | | **6.** | | | | | | | | | | | | | | | | | | | | |  | | --- | | **Obligations of the User** | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | (a) The User shall take care of the routine operator maintenance of the equipment in accordance with the operation manuals / instructions given by DIPL and 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 its authorized representative’s service engineers to the equipment and provide them adequate working space, facilities and assistance necessary for carrying out the maintenance services. | | | | | | | | | | | | | | | | | | | | | | | | | | |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | (c) The User to inform DIPL or its authorized representatives via any official written communication via e-mail, letter, fax or telephonically as soon as any break down or unsatisfactory operation is observed. The User shall not make any additions or modifications to the system without the 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 the site. | | | | | | | | | | | | | | | | | | | | | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | (e) For assured performance of the equipment, the User should use genuine parts supplied by the principals through us. In case of usage of parts supplied by others, this Contract will become null and void. | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| |  | | --- | | **7.** | | | | | | | | | | | | |  |  |  | |  | | --- | | **Payment Terms** | | | | | | | | | | | | | | | | | | | | | | | | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | The User shall pay DIPL within 35 days from date of billing. In the case of Users who are entering into this Contract for the first time with DIPL the payment terms are payment in advance. In case of default by the User, the User shall pay in advance for all future billings.  In the event the User fails to make payments within 35 days’ time, DIPL may:   1. charge liquidated damages of 18% p.a. interest on the amount due and payable to DIPL, from the due date as per the invoice until the payment is made. 2. cease to provide any further service to the User till the time, all past dues have been paid and satisfactorily cleared by the User. 3. pursue any other remedies permitted by law. | | | | | | | | | | | | | | | | | | | | | | | | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| |  | | --- | | **8.** | | | | | | | | | | | | |  |  |  | **Representations and Warranties**  For the purposes of this Contract, each party represents and warrants to the other that:   1. It is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated. 2. It has the corporate power and authority and the legal right to enter into this Contract and to perform its obligations hereunder and has taken all necessary corporate action on its part to authorize the execution and delivery of this Contract, and the performance of its obligations hereunder. 3. The execution, delivery and performance of its obligations under this Contract do not and will not contravene any law, regulation, order, judgment or decree applicable to it or conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets, any confidentiality, non-compete or similar or other obligations with any person or entity or party.  |  | | --- | | **9. Warranty Disclaimer**  DIPL’s full contractual service obligations to the User are described in this Contract. DIPL provides no warranties under this Contract. All service and parts to support service under this Contract are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY DIPL’S AUTHORISED REPRESENTATIVE OR DIPL.  **Limitation of Liability**   * 1. DIPL’s total liability, if any, and the User’s exclusive remedy with respect to the services or DIPL’s performance of the services is limited to an amount not to exceed the price stated in this Contract for the service that is the basis for the claim. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY DIPL’S NEGLIGENCE. DIPL WILL HAVE NO LIABILITY FOR ANY ASSISTANCE DIPL PROVIDES THAT IS NOT REQUIRED UNDER THIS CONTRACT.   2. IN NO EVENT SHALL DIPL OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.  1. **Independent Contractor**   DIPL is User's independent contractor, not User’s employee, agent, joint venture, or partner. DIPL’s employees and DIPL subcontractors are under DIPL exclusive direction and control.   1. **Operation, Law and Arbitration** | | | | | | | | | | | | | | | | | | | | | | | | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | (a) This 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 this Contract. | | | | | | | | | | | | | | | | | | | | | | | | | |  |  |
|  |  |  | |  | | --- | |  | | | | | | | | | |  |  |  |  |  |  | |  | | --- | | 1. **Termination** | | | | | | | | | | | | | | | | | | | | | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | At any time during the term of the Contract, DIPL may terminate the Contract by giving to the User a prior notice of three (3) months. | | | | | | | | | | | | | | | | | | | | | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | 1. **Interest** | | | | | | | | | | | | | | | | | | | | | | | | |  |  |  |
|  |  |  | |  | | --- | |  | | | | | | | | | | |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | In case any negotiable instrument is dishonored a Rs. 1000/- + GST will be charged towards bank and administrative charges. | | | | | | | | | | | | | | | | | | | | | | |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | |  | | --- | | There will be an annual increment of 10% in the Contract for subsequent years.   1. **Force Majeure:**   It is agreed that any delay, breach or failure on the part of either party in complying with the terms and conditions of this Contract shall not be treated as default or breach or give rise to any claim for damage to or in favour of either party, if and to the extent, such delay, breach or failure is caused by occurrences beyond the control of either party including but not limited to acts of God, fires, floods, explosions, war/civil commotion, statutory prohibitions, shortages of materials and other similar causes (“**Force Majeure**”). The party claiming an event of Force Majeure shall (a) as soon as possible notify the other party in writing and provide all the particulars of the cause, event and date of its first occurrence and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Contract as soon as reasonably practicable. Failure to give such a notice to the other party shall deprive the party claiming Force Majeure to be relieved from performing its obligations under this Contract. Upon aforesaid notification, the parties shall enter into bona fide discussions with a view to alleviating effects of Force Majeure event and/or to agree upon such alternative arrangements as may be fair and reasonable. If the Force Majeure event prevails for a continuous period in excess of ninety (90) days without conclusion on parties’ discussions, the party not claiming Force Majeure will be entitled to terminate this Contract forthwith.    DIPL 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 DIPL’s own production due to employee absences or precautionary measures. In such cases the delivery time shall be extended automatically. DIPL is entitled to withdraw from this Contract 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.  DIPL shall also NOT be liable to pay for any liquidated damages charges arising due to delay in supply or for any partial delivery resulting either directly or indirectly from corona virus pandemic. Also the User shall not forfeit any performance security submitted earlier for discharge of duties due to non-performance/delayed performance. | | | | | | | | | | | | | | | | | | | | | | |  |  |
|  |  |  |  | |  | | --- | |  | | | | | | | | | | |  |  |  |  |  |  |
|  |  |  |  |  | |  | | --- | | **\* The terms and conditions of this Contract are subject to changes at the sole discretion of DIPL.**  **IN WITNESS WHEREOF the Parties have put their signature on the day and year first hereinabove written.**  .................................................... …………………………………………..  **Draeger India Private Limited Insert Name of User**  **Dinesh Chauhan Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Head of Service Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Mumbai, ...................................... …………………………………………...    .................................................... ………………………………………….  **Draeger India Private Limited Insert Name of** **User**  **Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Designation \_\_\_\_\_\_\_\_\_\_\_ Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | |  |  |  | | --- | --- | --- | |  |  |  | |  | |  | | --- | | **SCHEDULE** | |  | |  |  |  | |  |  |  | | | | |  |
|  |  |  |  |  |  |
|  |  | |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Equipment** | **Serial No.** | **Quantity** | **Start Of TC** | **Expiry Of TC** | |  | | | | | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  |  |  |  |  | |  | Total Contract Value | |  |  | |  | CGST 9.00 % | | |  | |  | SGST 9.00 % | | |  | |  | Grand Total | |  |  | | |  |  |
|  | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | |  | |  | | |  | |  | | |  | |  | |  | | |  | | |  | |  | | |  | | |  | |  | | | |  |  | |  | |  | |  | | |  | | | | | | | | | | | |  | | |  | |  | | |  | | |  | |  | | | |  |  | |  | | |  |  |  |