October 2022

Techno-Economic Feasibility Report on setting up of 280 bed Multi-Speciality Hospital at Mylapore, Chennai, Tamil Nadu

Proposed By

M/s. Dhanvantra Health Care Private Limited

Block B, DS Nagar, NH 45 Trichy Chennai Trunk Road,
Near Samayapuram Toll Plaza, Samayapuram,
Tiruchirappalli – 621 112

Prepared By

ITCOT
ENABLING ENTERPRISES SINCE 1979

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Contents

Executive Summary i
1 Preamble 1
2 Company, Promoters and Management 3
2.1 Objectives of the Company 3
2.2 Share capital 4
2.3 Shareholding pattern 4
2.4 Board of Directors 4
2.5 Dhanvantra Group companies 6
3 Market Aspects 8
3.1 Healthcare Service Delivery Landscape 8
3.2 Status of Healthcare Infrastructure 9
3.3 Disease Profile 11
3.3.1 Communicable diseases 11
3.3.2 Non-Communicable Diseases 12
3.3.3 Incidence / Prevalence of Disease burden 12
3.4 Hospital Sector – An Overview 15
3.4.1 Classification of Hospitals 15
3.4.2 Review of Business Model, Revenue and Cost Structure of a Hospital 17
3.5 Major growth drivers 20
3.6 Chennai Hospital Industry – An overview 26
3.7 Competitive mapping of key players in the Chennai Healthcare 29
3.8 Other key observations of the study 36
4 Technical Aspects 38
4.1 Location 38
4.1.1 Site Connectivity 39
4.2 Land 40
4.3 Building and Civil Work 41
4.3.1 Break-up of FSI and Non-FSI Area 43
4.3.2 Norms as Per Clinical Establishment Act 44
4.3.3 Development Control Regulation 46
4.3.4 Floor Plan & Stacker Plan 48
4.4 Proposed facilities 59
4.4.1 Brief on Facilities/Services 60
4.4.2 Medical equipment and Technology 60
4.4.3 Allocation of Hospital Bed 66
4.5 Machinery and Equipment 66
4.6 Manpower 67
4.7 HVAC 69

4.8 Power 69
4.9 Water 69
4.10 Sewage Treatment Plant (STP) 70
4.11 Healthcare Waste Management 70
4.12 Site Photos 72
4.13 Statutory Approvals 73
4.14 Schedule of Implementation 75
5 Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis 77
6 Risk and Mitigation 79
7 Financial Aspects 83
7.1 Project Cost 83
7.1.1 Cost of land 83
7.1.2 Building and Civil work 84
7.1.3 Medical Equipment 86
7.1.4 Electrical Fittings 87
7.1.5 Furniture 88
7.1.6 Air Conditioner 88
7.1.7 Lift 88
7.1.8 Ambulance 88
7.1.9 Pre-operative expenses 88
7.1.10 Contingencies 88
7.1.11 Interest During Construction 89
7.1.12 Working Capital Assessment 89
7.2 Means of Finance 89
7.2.1 Promoters Contribution 89
7.2.2 Term Loan 90
8 Financial Viability 91
8.1 Production & Profitability 91
8.2 Term Loan 93
8.3 Projected Cash Flow Statement 93
8.4 Projected Balance Sheet 93
8.5 Debt Service Coverage Ratio (DSCR) 93
8.6 Break-even Analysis 94
8.7 Net Present Value & Internal Rate of Return 94
8.8 Sensitivity Analysis 94
9 Conclusion 95

Financial Statements

1 Cost of project & Means of Finance 96
2 Cost of Production and Profitability 97

3 Estimation of Revenue..... 98
4 Assumptions for Cost of Production and Profitability..... 101
5 Assessment of Working Capital..... 103
6 Estimation of power cost..... 104
7 Estimation of Manpower Requirement & Cost..... 105
8 Interest Estimation and Repayment Schedule for Term Loan..... 106
9 Estimation of Depreciation..... 109
10 Calculation of Income Tax..... 110
11 Projected cash flow statement..... 111
12 Projected Balance Sheet..... 112
13 Calculation of Debt-Service-Coverage-Ratio..... 113
14 Estimation of Break-Even Point..... 114
15 Estimation of Net Present Value and Internal Rate of Return..... 115
16 Sensitivity Analysis..... 116

Annexures

I Purchase of Land & Building..... 117
II Cost of Building & Civil Work..... 118
III Cost of Medical Equipment..... 121
IV Cost of Electrical work and Accessories..... 122
V Pre-Operative Expenses..... 123
VI Quotations..... 124

Executive Summary

Project Background	The healthcare market in India is one of the largest sectors both in terms of revenue & employment and it continues to advance at a rapid pace owing to increased coverage, better facilities and greater participation by public and private players. In India, the healthcare sector encompasses a diverse array of service providers ranging from hospitals and nursing homes to telemedicine facilities and health insurance. In recent years, medical tourism has also emerged as a promising prospect for the industry. The growing prevalence of lifestyle diseases, demand for affordable healthcare delivery services and technical advances continue to drive this segment. Moreover, with the advent of telemedicine, accelerated penetration of health insurance and government measures such as e-health, healthcare has become easily accessible for a large majority of the Indian population. The hospital industry in India accounts for about 60% of the total healthcare market and has witnessed a huge investor demand from both global as well as domestic investors and is expected to reach USD 132 billion by 2023 from USD 61.8 billion in 2017, growing at a CAGR of 16-17%. It is also important to note that over the years, the healthcare sector in the Country has changed from a largely informal sector to a more formal one. The system has grown significantly and through the leverage of medical technology, has garnered many achievements in the treatment and modalities of cure for many diseases. The presence of world-class hospitals and skilled medical professionals has strengthened India's position as a preferred destination for medical tourism. Chennai, with a population of about 46 lakhs has grown as the medical tourism hub in the Country with the emergence of more government and private hospitals offering quality intensive care units, neonatal care, rare surgeries and pre and post-operative care facilities at an affordable cost. The city attracts about 45 percent of health tourists from abroad and 30 to 40 percent of domestic health tourists. Considering the growing demand for health care services in the city, M/s.Dhanvantra Healthcare Private Limited has proposed to setup a 280

bed multi-Speciality hospital with state-of-the-art facilities at RK Salai, Mylapore, Chennai at a total financial outlay of ₹288.83 crores.

The project is proposed to be funded by way of promoters' contribution to the tune of ₹138.83 crores and the balance amount of ₹150.00 crores as term loan.

In this regard, the lending bank has insisted for a Techno-Economic Feasibility Report (TEFR) from a third-party agency. As required by the bank, the Company has approached ITCOT Limited, Chennai for the preparation of TEFR on the proposed project. Accordingly, ITCOT has prepared the report based on the details provided by the Company, perusal of estimates, primary market survey, collection of secondary information on market, assessment on similar hospitals, site visits, etc.

Company, Promoters and Management

M/s. Dhanvantra Health Care Private Limited, was incorporated on 6th December 2018 under the Companies Act, 2013 with Corporate Identification Number (CIN) U85190TN2018PTC126178. The registered office of the company is located at Block B, DS Nagar, NH 45 Trichy Chennai Trunk Road, Near Samayapuram Toll Plaza, Samayapuram, Tiruchirappalli – 621 112.

Shareholding pattern

The share holding pattern of the company as per the Memorandum is given hereunder:

S.No.	Name of the Shareholder	No. of shares
1.	Mr.S. Manoj Kumar	45,000
2.	Mr.J. Senthilkumar	45,000
3.	Mr.S.Kathiravan	10,000
Total		1,00,000

Board of Directors

The following are the directors of the Company:

1. Mr. S.Manoj Kumar
2. Mr. J.Senthil Kumar

	The Board of Directors are qualified professionals with long years of experience in multi-various areas and provide the desired level of support and guidance to the Top Management for strategic planning and action. The group companies of M/s.Dhanvantra Health Care Private Limited are as listed as under: 1. Casid Pharmaceuticals 2. Venkateswara Pharmaceuticals 3. Pine Cone Distillery Private Limited 4. Black Rock Builders Private Limited In general, ITCOT is of the opinion that the Promoters and Directors of the Company have requisite experience and competence to successfully implement and manage the proposed hospital.
Market Aspects	**Hospital Sector - An Overview** The hospitals in India are classified into three major categories as listed below based on the basis of facilities/ services offered: • Primary • Secondary and • Tertiary The proposed hospital with 280 beds and multiple departments fall under the Tertiary care segment **Major Growth Drivers** A combination of economic and demographic factors is expected to drive healthcare demand in India. Pradhan Mantri Jan Arogya Yojana (PMJAY) scheme launched by the government would also support these drivers. India lags global benchmarks in healthcare infrastructure, both in terms of physical infrastructure as well as personnel. However, the picture is bleak even on the healthcare indicators front. In case of life expectancy at birth, which reflects the overall mortality of the population, India stands at a distant 68.8 years in comparison with the global average of 71.4 years. This is despite life expectancy at birth growing at 0.6% CAGR between 2000 and 2017.

The major growth drivers for the sector include:

- Government Initiatives
- Rising per capita income
- Growing health insurance penetration
- Changing demographic trend
- Transition in disease profile and
- Medical Tourism

Chennai Hospital Industry – An overview

Hospital industry in Chennai has earned a good reputation from people within the state, other states and also from other countries. Patients from all over the country (especially the North Eastern states) and abroad come to the city for medical treatment.

Most of the reputed hospitals in the city maintain a separate wing for international patients. Ramachandra Hospital at Porur in Chennai receives about 100 international patients each day. Similarly, Fortis Malar receives about 20 overseas patients each day. Cardiac, orthopaedics, neurosurgery, and oncology are the main branches in which medical treatment is being sought by these foreign patients.

The city has about 12,500 beds, including about 5,000 in multi-specialty hospitals in private sector and over 6,000 beds in public sector. This works to 2.1 beds per 1,000 population against the national average of about 1.5 bed per 1,000 population. However, the same is less than the minimum World Health Organisation standard of 3 beds per 1,000 persons. Out of the total available beds, only half of 12,500 beds are used by the city's population with the rest being shared by patients from other states of the country and foreigners.

Competitive mapping of key players in the Chennai Healthcare Delivery Market

The Chennai healthcare industry is highly competitive with the presence of large private and government hospitals. The region has a private hospital both chain and stand-alone. Based on the facilities available and

the services rendered, Government of Tamil Nadu has classified the multi-speciality hospitals into the following categories:

Score	Grade
Above 80	A1
71-80	A2
61-70	A3
51-60	A4
41-50	A5
Up to 40	A6

Since the proposed hospital is also envisaged to be an A1 graded hospital, ITCOT has conducted a study among the following multi-speciality hospitals that fall under the A1 category and the doctors working at these hospitals and the distance of A1 Graded hospitals from the proposed location is as below:

S.No.	Name of the Hospital
1.	Kauvery Hospital, Alwarpet, Chennai
2.	Apollo Hospital, Greams Road, Chennai
3.	Fortis Malar hospital, Chennai
4.	Mehta Hospital Pvt Ltd, T.Nagar, Chennai
5.	MGM Health Care Pvt Ltd, Aminjikarai, Chennai
6.	Billroth Hospital, Shenoy Nagar, Chennai
7.	Vijaya Hospital, Vadapalani, Chennai
8.	MIOT Multi-speciality Hospital, Manapakkam, Chennai

The key findings of the study is as below:

- The number of outpatients visiting the hospitals range from 500 to 750 per day except for MIOT, where the count is above 1500 per day.
- The Outpatient to Inpatient Conversion Ratio of the hospitals is in the range of 15% to 25%.
- Average Revenue per Occupied Bed of hospitals is in the range of ₹50,000 to ₹60,000
- Average Length of Stay of hospitals is in the range of 3.5 to 5 days.
- The occupancy rate of hospitals is in the range of 75% to 85%.

<table>
<tr><td></td><td>Based on the analysis of the status of the healthcare infrastructure, the market prospects for the proposed hospital is considered promising and the hospital is better placed to attract patients from Chennai and from all over the Country.</td></tr>
<tr><td>Location</td><td>The hospital is to be located at R.K Salai, Mylapore, which is amidst a densely populated area.

The distance from the project site to important destinations are as follows:

➢ 1.6 km from Mundakanniamman Railway station
➢ 2 km from Mylapore Bus stand
➢ 4.5 km from AG-DMS Metro station
➢ 7 km from Puratchi Thalaivar Dr. M.G. Ramachandran Central Railway Station
➢ 17 km from Chennai International airport

Overall, the location has excellent connectivity in terms of road and rail.</td></tr>
<tr><td>Land</td><td>The Company has purchased 0.965 acres of land along with building at survey nos. 1731/17 & 1731/57, Dr. RadhaKrishnan Salai, Mylapore through One Time Settlement of various financial assistance & facilities availed by M/s Ferdous Hotels Private Limited and M/s. Ferdous Finance Private Limited. The land is designated as “Commercial” as per the Chennai Metropolitan Development Authority (CMDA) Master Plan 2026.

Hence, the Company will not have any problem in utilizing the land for the proposed project. Further, the land area is considered adequate for the proposed facility.</td></tr>
<tr><td>Building and Civil work</td><td>The existing building was constructed for hotel purposes. The same has to be renovated and the Company has also proposed for construction of a new building for Out Patient Department (OPD) along with Lifts & Ramps. Accordingly, the total built-up area works out to 1,87,389 sq.ft. and the details are as under:

<table>
<tr><th>S. No.</th><th>Floor</th><th>Built up area in Sq. ft</th></tr>
<tr><td>1.</td><td>OPD Block</td><td>22,442.00</td></tr>
<tr><td>2.</td><td>Lift & Ramp</td><td>26,342.00</td></tr>
<tr><td>3.</td><td>Existing Building</td><td>1,38,605.00</td></tr>
<tr><td colspan="2">Total Area</td><td>1,87,389.00</td></tr>
</table>
</td></tr>
</table>

	The built-up area is considered adequate for the proposed facility. The cost of renovation of existing building and construction of new building with puzzle car parking works out to ₹46.33 crores which is observed to be reasonable considering the specifications and type of construction.
Proposed Facilities	**Proposed facilities** • 280 beds for catering to Corporate & Institutional patients with 63 ICU and 6 NICU beds • High end Radiology and Imaging with MRI, CT, Digital X-ray system. • Equipment for basic medical services and Super-Specialty Services • Facility to store Blood components, screen and issue • Portable equipment for ICU, OT and wards. • OBG department with Labour rooms & Post Labour room • Full-fledged Sterilization of equipment • Critical equipment supported by UPS • Equipment range to handle from Paediatric to adult cases. • Ambulances equipped with basic & advanced life support systems **Common Amenities** • Admin Office • Food court • Lift • CCTV • Exclusive service entrance and Exit • Fire detection and Firefighting arrangement • Lounge • Vehicle parking • Centralized Air-conditioning system The services offered through the hospital is decided based on the treatment need of the primary and other catchments targeted by the hospital.
Machinery and Equipment	The list of Medical Equipment proposed for the facility is given in the table below:

Name of the Equipment	Qty	Specialities
Advanced Anaesthesia Workstation	6	Operation Theatre
Bone Densitometer	1	Diagnostic/Lungs
C-Arm	5	Diagnostic/Ortho
Cathlab	1	Operation Theatre
CT Scanner 128 slice	1	Cardiology
Defbrillator - AED, Pacing	25	Radio-Diagnosis
Endoscopy HD system (Complete)	1	Operation Theatre
Bronchoscope	1	Diagnostic/ Gastroenterology
Gamma Camera (SPECT Scanner)	1	Radiotherapy
Holter with 24 Hours Recorder	2	Cardiology
ICU Cot	69	Health Care
Laproscopy with Instruments	3	Gynae/Uro/ Surgery
Linac (Linear Acclerator)	1	Radiotherapy
Mammogram	1	Radio-Diagnosis
Multipara Monitor - 12"	150	Health Care/ICU
MRI 3.0 Tesla	1	Radio-Diagnosis
Neuro Drill with instruments	1	Neuro/Brain/Spine
Neuro Microscope	1	Neuro/Brain/Spine
Neuro Navigation	1	Neuro/Brain/Spine
USG E10 - (Ultra Sonogram)	5	Radio-Diagnosis
ICU Ventilator	40	Health Care/ICU
Ward Cot	211	Health Care
X-Ray 1000 mA	2	Radio-Diagnosis
ECG	1	Radio-Diagnosis

The Company has proposed to purchase the Machinery and equipment from reputed suppliers that include M/s Philips India Ltd, M/s Siemens Healthineers India LLP, etc. The suppliers are well known names in the industry and the cost of machinery and equipment for the proposed facility is estimated at ₹97.65 crores, which appears to be reasonable considering the range and the make. The quotations for the machineries and equipment are attached in **Annexure - VI**

Manpower	The performance of the hospital depends mainly on medical and paramedical manpower, the management has proposed to recruit/engage suitable professionals for employment, after thorough assessment of their credentials. The list of manpower requirement for the proposed facility is given in the table hereunder:

Description	Nos.
Clinical Staffs	
Resident Doctor	70
General Duty Medical Officer	10
Medical Superintendent	10
Nursing Superintendent	15
Nurse	600
Physiotherapist	10
Non-Clinical Staffs	
Lab Technician	30
X-Ray Technician	30
OT Technician	70
Ward boy	70
Administration Staffs	
Accounts Head	8
Admin staff	6
IT Manager	6
Billing Clerk	15
Receptionist	40
Others	
Housekeeping	100
Driver	15
Security Guard	75
Electrician	10
Plumber	10
Total	**1200**

Other than the above, the following Specialist Doctors will be involved taken on Revenue Sharing Basis are given hereunder:

	<table><tr><th>Description</th><th>% Share</th></tr><tr><td>OPD Consultation Income Share</td><td>70%</td></tr><tr><td>Lab Test per OPD Patient</td><td>20%</td></tr><tr><td>Lab Test per In Patient</td><td>20%</td></tr><tr><td>X - Ray per OPD Patient</td><td>20%</td></tr><tr><td>X - Ray per In Patient</td><td>20%</td></tr><tr><td>Ultrasound Charges per patient</td><td>25%</td></tr><tr><td>Physiotherapy per patient</td><td>50%</td></tr><tr><td>Neuro/Brain/Spine surgery Charges per Patient</td><td>40%</td></tr><tr><td>Chemo Therapy Charges per Patient</td><td>40%</td></tr><tr><td>Radiotherapy Charges per Patient</td><td>40%</td></tr><tr><td>Cardiac Specialty Charges per Patient</td><td>40%</td></tr><tr><td>Limb Transplantation Charges per Patient</td><td>40%</td></tr><tr><td>Paediatric Care Charges per Patient</td><td>40%</td></tr><tr><td>Gynaecology</td><td></td></tr><tr><td>- Caesarean Charges per Patient</td><td>40%</td></tr><tr><td>- Normal Delivery Charges per Patient</td><td>40%</td></tr><tr><td>Other care Charges per Patient</td><td>50%</td></tr></table> Chennai with about 5 medical colleges and more than 15 nursing colleges renders easy availability of qualified and skilled manpower. Hence, no difficulty is envisaged in sourcing the required manpower.
HVAC	The existing building has a centralized Heating, ventilation, and air conditioning (HVAC) system of capacity 750 Tons of Refrigeration (TR). A refrigeration ton is approximately equivalent to 12,000 BTU or 3,517 watts. The available system would adequately meet the requirements of proposed hospital. The air changes per hour in various sections would be ensured to follow the norms of the national building code Accordingly, the cost of repairing the existing HVAC system is estimated to be ₹4.00 crores.
Power	The total connected load for operating the proposed facility is estimated to be 1500 KVA. Considering the connected load and the availability of a

<table>
<tr><td></td><td>Transformer of capacity 1250 KVA in the premises, it is proposed to install an additional transformer of capacity 1000 KVA.

Hospitals require uninterrupted power supply since medical procedures involve human lives. To meet this contingency, a backup power supply for the entire connected load is proposed. The premises already houses a generator of capacity 600 KVA, so it is proposed to provide an additional generator of capacity 1000 KVA to cater the anticipated peak demand.

The company has applied for the HT power connection with TANGEDO. Since the project is under construction, temporary connection from TANGEDCO has been obtained. Upon obtaining completion certificate from CMDA, commercial connection will be obtained.</td></tr>
<tr><td>Water</td><td>As per the National Building Code guidelines, the water requirement of an hospital (excluding laundry and kitchen) with number of beds more than 100 is as follows:

• 450 Litres per Head for IP
• 15 Litres per Head for OP

Accordingly, the water requirement of the proposed hospital is estimated at 130 KLD. The building has an OHT and Sump and the details are as under:

<table>
<tr><th></th><th>Dimension (L X B X D)</th><th>Volume (m^3)</th></tr>
<tr><td>OHT</td><td>16’ X 6’3” X 21’</td><td>59.40</td></tr>
<tr><td>Raw water sump</td><td>18’ X 17’ X 15’</td><td>130</td></tr>
<tr><td>RO water sump</td><td>18’ X 17’ X 15’</td><td>130</td></tr>
<tr><td>Waste water sump</td><td>8’ X 16’ X 21’</td><td>76</td></tr>
</table>

The hospital will get water supply connection from Chennai Metropolitan Water Supply and Sewerage Board.

As such, no problem is envisaged in sourcing the required quantity of water.</td></tr>
<tr><td>STP</td><td>The quantity of the domestic waste water (sewage) shall not exceed as per the Consent to establish that will be obtained from State Pollution</td></tr>
</table>

Control Board. The building has an STP of capacity 125 KLD with the following dimension:

	Dimension (L X B X D)	Volume(m^3)
Level 1	16' X 8' X 21'	80.50
Level 2	15'6"X 12'3" X 21'	112.90
Level 3	17'9"X 12'3" X 21'	129.30

The existing capacity is sufficient to handle the sewage generated by the proposed hospital and the processed water shall be used for gardening purposes.

Cost of Project

The total project cost works out to ₹288.83 crores as shown below:

Cost of Project	Cost ₹ in crores
Cost of land	70.77
Building & Civil works	
~ Purchase cost of existing building	29.57
~ Renovation of existing building	24.25
~ Construction of new building	17.07
~ Puzzle parking for car	5.00
Medical equipment	97.65
Electrical fittings	7.65
Furniture	5.00
Air Conditioner	4.00
Lift	2.00
Ambulance	0.69
Sub total	**263.66**
Pre-operative expenses	1.18
Contingencies	4.90
Interest during construction (IDC)	15.83
Working Capital Margin	3.26
Total	**288.83**

Means of Finance

The project is proposed to be financed as under:

Particulars	₹ in Crores
Promoters Contribution	138.83
Term Loan	150.00
Total	**288.83**

Interest rate considered for term loan	9.50% per annum
Repayment period	40 quarters excluding moratorium of 16 months from the date of first drawal of loan
Financial Indicators	DSCR : 2.17 IRR : 11.76% BEP (3rd year) : 80%
Conclusion	Based on the forgoing analysis and profitability envisaged in the financial statements, ITCOT is of the opinion that the proposed 280 bed multi-speciality hospital is technically feasible and economically viable and merits consideration for sanction of term loan to the tune of ₹150.00 crores.

Detailed Chapters

1 Preamble

The healthcare market in India is one of the largest sectors both in terms of revenue & employment and it continues to advance at a rapid pace owing to increased coverage, better facilities and greater participation by public and private players. In India, the healthcare sector encompasses a diverse array of service providers ranging from hospitals and nursing homes to telemedicine facilities and health insurance. In recent years, medical tourism has also emerged as a promising prospect for the industry.

The growing prevalence of lifestyle diseases, demand for affordable healthcare delivery services and technical advances continue to drive this segment. Moreover, with the advent of telemedicine, accelerated penetration of health insurance and government measures such as e-health, healthcare has become easily accessible for a large majority of the Indian population.

The hospital industry in India accounts for about 60% of the total healthcare market and has witnessed a huge investor demand from both global as well as domestic investors and is expected to reach USD 132 billion by 2023 from USD 61.8 billion in 2017, growing at a CAGR of 16-17%. It is also important to note that over the years, the healthcare sector in the Country has changed from a largely informal sector to a more formal one. The system has grown significantly and through the leverage of medical technology, has garnered many achievements in the treatment and modalities of cure for many diseases. The presence of world-class hospitals and skilled medical professionals has strengthened India's position as a preferred destination for medical tourism.

Chennai, with a population of about 46 lakhs has grown as the medical tourism hub in the Country with the emergence of more government and private hospitals offering quality intensive care units, neonatal care, rare surgeries and pre & post-operative care facilities at affordable cost. The city attracts about 45 percent of health tourists from abroad and 30 to 40 percent of domestic health tourists.

Considering the growing demand for health care services in the city, M/s.Dhanvantra Healthcare Private Limited has proposed to setup a 280 bed multi-Speciality hospital with state-of-the-art facilities at RK Salai, Mylapore, Chennai at a total financial outlay of ₹288.83 crores.

The project is proposed to be funded by way of promoters' contribution to the tune of ₹138.83 crores and the balance amount of ₹150.00 crores as term loan.

In this regard, the lending bank has insisted for a Techno-Economic Feasibility Report (TEFR) from a third-party agency. As required by the bank, the Company has approached ITCOT Limited, Chennai for the preparation of TEFR on the proposed project. Accordingly, ITCOT has prepared the report based on the details provided by the Company, perusal of estimates, market survey, collection of secondary information on market, assessment on similar hospitals, site visits, etc.

Chapter scheme

The chapter scheme of the report is as follows:

The details of the Company, Promoters and Management are provided in chapter 2. The Market aspects are presented in Chapter 3. The technical requirements and other aspects of the project are detailed in Chapter 4. SWOT Analysis of the project is discussed in Chapter 5. The risk and mitigation are discussed in the chapter 6. The cost of the project and the proposed means of financing are worked out in Chapter 7. The viability aspects are examined in Chapter 8. The conclusion is given in statement in Chapter 9. The financial workings and estimates are presented in the Financial Statements.

2 Company, Promoters and Management

M/s. Dhanvantra Health Care Private Limited, was incorporated on 6th December 2018 under the Companies Act, 2013 with Corporate Identification Number (CIN) U85190TN2018PTC126178. The registered office of the company is located at Block B, DS Nagar, NH 45 Trichy Chennai Trunk Road, Near Samayapuram Toll Plaza, Samayapuram, Tiruchirappalli – 621 112.

2.1 Objectives of the Company

The main objects of the Company as per the Memorandum of Articles (MoA) are given hereunder:

- **To own, establish, run, manage, and maintain, hospitals**, **research centres, diagnostic centres, blood bank service centres, immunisation centres, medical and other research centres, nursing homes, health centres, rehabilitation centres, clinics, polyclinics, laboratories** and to apply or provide utility articles and services to patients, attendants and others and to provide aids to medical personnel for research and development and to act and work as consultants in medical profession in India and abroad

- To carry on business as manufacturers, producers, growers, fabricators, processors, refiners, stockists, agents, importers, exporters, traders, whole sellers, distributors, concessionaires or dealers of drugs, medicines, chemicals, spirits, mixtures, tonics, pigments, powders, tablets, pills, capsules, injections, oils, compounds, mother tincture preparations, globules, creams, scents, soaps, lotions, toilet goods and all kinds of pharmaceutical, cosmetic and medical preparations required or used in homeopathic, allopathic, ayurvedic, unani, biochemic or any other medicinal system or branch of medicine or as beauty aid or personal hygiene, juices, squash, sharbat, nourishment foods and concentrates, bandages, cotton, gauge, crutches and various types of anatomical, orthopaedic or surgical instruments, implets or stores and books, journals and publications and all sorts of storage or packing material connected with or required for any or more of the above mentioned items and product

- To acquire and undertake the whole or any part of the business, property and liabilities of any person carrying on any business which the Company is authorized to carry on or possession of property suitable for the purpose of the objects of the Company

- To apply for, purchase or otherwise acquire any patent, patent right, copyright, trademark, formula, license, lease, concession, conferring any exclusive or limited right to use or other information as to any invention which may seem capable of being used for any of the purpose of the company or the acquisition of which may directly or indirectly to benefit the property, rights, or information so acquired

2.2 Share capital

The Authorized Share Capital of the Company is ₹10,00,000/- (Rupees Ten Lakhs Only) divided into 1,00,000 (One lakh) Equity Shares of ₹10/- (Rupees Ten Only) each.

2.3 Shareholding pattern

The share holding pattern of the company as per the Memorandum is given hereunder:

S.No.	Name of the Shareholder	No. of shares
1.	Mr.S. Manoj Kumar	45,000
2.	Mr.J. Senthilkumar	45,000
3.	Mr.S.Kathiravan	10,000
	Total	1,00,000

2.4 Board of Directors

The following are the Directors of the Company:

1. Mr. S.Manoj Kumar
2. Mr. J.Senthil Kumar

Mr.S.Manoj Kumar, an Engineering Graduate is one of the Directors of the Company. He has more than a decade of experience in successfully managing a pharma manufacturing unit which has about 150 multi branded molecules. Further, he also

holds a key managerial position of an Integrated Sugar Plant with Cogeneration facility.

The Directorship held by Mr.S.Manoj Kumar in Other Companies are as under:

S. No	Name of the Company	Designation	Date of Appointment
1.	Pine Cone Distillery Private Limited	Director	03.06.2021
2.	Casid Pharmaceuticals Private Limited	Director	19.07.2019
3.	Black Rock Builders Private Limited	Director	03.06.2021
4.	Dhanalakshmi Srinivasan (Karnataka) Nidhi Limited	Director	08.06.2022
5.	Dhanalakshmi Srinivasan Builders & Housing Private Limited	Director	04.03.2022
6.	**Dhanalakshmi Srinivasan Hospital Private Limited**	Director	22.07.2021
7.	**Dhanalakshmi Srinivasan Hospital (Trichy) Private Limited**	Director	27.01.2022
8.	**Venkateswara Pharmaceuticals**	Partner	27.12.2018

Source: MCA, as on 21.09.2022

Mr.J.Senthil Kumar, a Masters' Degree holder is the other Director of the company. He has over 15 years of experience in managing Multi Businesses that include Trading, Manufacturing, Manpower Resource and Financial Management. He has been leading the trading business for more than a decade which has a proven record in accomplishment of business and financial goals and his administrative skills will provide immense value addition to the organization.

The Directorship held by Mr.J.Senthil Kumar in other companies are as under:

S. No	Name of the Company/Firm	Designation	Date of Appointment
1.	Pine Cone Distillery Private Limited	Director	03.06.2021
2.	Casid Pharmaceuticals Private Limited	Director	19.07.2019
3.	Palani Murugan Steels Private Limited	Director	15.04.2013
4.	Choice Roof Builders & Consultancy Private Limited	Director	18.06.2021
5.	Black Rock Builders Private Limited	Director	03.06.2021

S. No	Name of the Company/Firm	Designation	Date of Appointment
6.	Dhanalakshmi Srinivasan (Telangana) Nidhi Limited	Director	30.08.2022
7.	Jayantha Insurance Broking Private Limited	Managing Director	20.01.2022
8.	**Dhanalakshmi Srinivasan Hospital Private Limited**	Director	22.07.2021
9.	**Dhanalakshmi Srinivasan Hospital (Trichy) Private Limited**	Director	27.01.2022
10.	**Venkateswara Pharmaceuticals**	Partner	27.12.2018

Source: MCA, as on 21.09.2022

2.5 Dhanvantra Group companies

The group companies of M/s. Dhanvantra Health Care Private Limited are as listed as under:

Casid Pharmaceuticals

Casid is an uprising pharmaceutical company that specializes in manufacturing and distribution of medicine and medicinal products with significant presence in Diabetology, Cardiology, Pain management, Gynaecology, Injectables and Anti-infective segments. The products of the company are available in Oral Solids, Oral Liquids and Topical dosage forms. The company is currently in the process of setting up its own manufacturing unit in Tiruchirappalli and arming with highly trained sales executives to increase the revenue.

Venkateswara Pharmaceuticals

Venkateswara Pharmaceuticals is a stockist and distributor of medicine, surgical equipment and hospital supplies. Both Casid and Venkateswara are fast growing players in the pharmaceuticals industry in South Tamil Nadu and have posted over 90% increase in sales revenue for the year 2021-22.

Pine Cone Distillery Private Limited

The company was established in the year 2021. The company is located at Chennai and involved in manufacturing and selling ethanol from sugar cane molasses.

Black Rock Builders Private Limited

The company was established in the year 2021. It is a construction company and is undertaking various projects like construction of hospitals, college buildings etc.

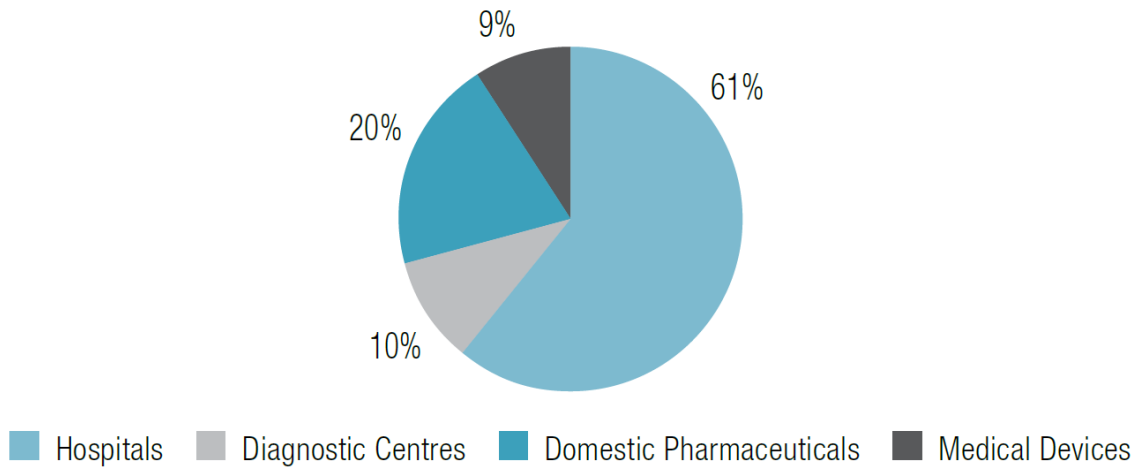
In general, ITCOT is of the opinion that the Promoters and Directors of the Company have requisite experience and competence to successfully implement and manage the proposed hospital.

3 Market Aspects

3.1 Healthcare Service Delivery Landscape

The Healthcare sector in India broadly includes Hospitals, Pharmaceutical Companies & Standalone Pharmacies, Diagnostic Services, Medical Equipment and Supplies, Medical Insurance, Telemedicine Companies, Medical Tourism and Retail Healthcare.

As per CRISIL research, the healthcare delivery market, consisting of hospitals and diagnostics centres accounted for a major share of the healthcare pie at 71%, followed by domestic pharmaceuticals at 20% and medical devices market at 9% as shown in the graph below:

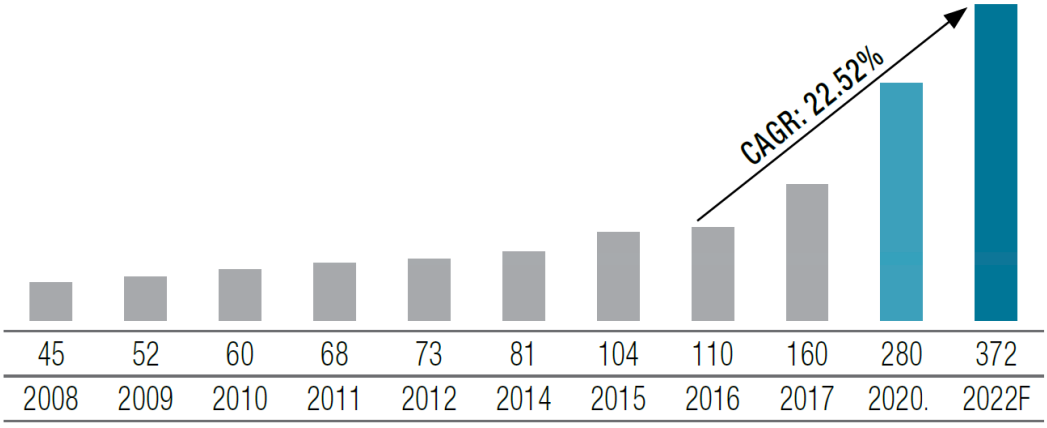


Various demographic changes such as increase in demand for modern healthcare facilities, rise in awareness about diseases, health consciousness among people, increase in per capita income, changing lifestyle, transition in disease profile, etc. have immensely contributed towards the growth of the healthcare services industry in India.

India's healthcare industry is growing at a significant pace owing to its strengthening coverage, services and increasing expenditure by the public and private sectors. The sector, which stood at a size of USD 110 billion in 2016, is expected to reach a size of over USD 372 billion by 2022, registering a CAGR of 22.52%. Industry experts believe that there is immense scope for enhancing healthcare services penetration

in India, thus presenting ample opportunity for development of the healthcare industry.

Healthcare Sector Growth Trend (USD billion)



Source: NITI Aayog report

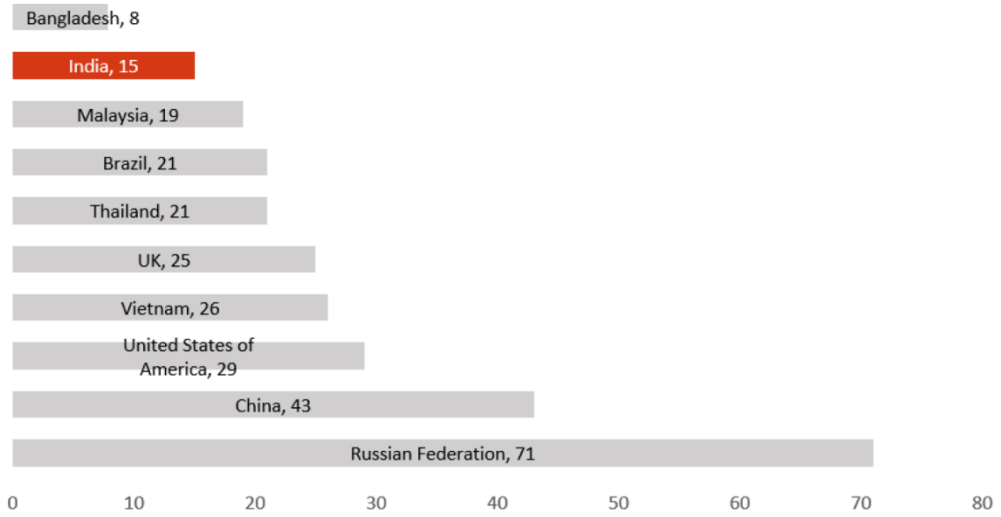
The private service providers dominate the Indian Healthcare industry. These healthcare institutions provide world class facilities, employ highly skilled and globally recognized professionals, leverage advanced technology in treatments, and maintain high standards of quality. The private sector players have been able to occupy a major share of nearly 80% of the country's total healthcare market. They also account for almost 74% of the country's total healthcare expenditure.

Today, the healthcare sector in India offers a potent mix of opportunities and challenges. The significant gap between 'required' and 'actual' healthcare infrastructure has driven considerable investment over the years into assets like hospitals and other facilities. Healthcare in India today provides corporations with a unique opportunity for innovation, differentiation, & profits and has become a preferred sector for strategic and financial investments.

3.2 Status of Healthcare Infrastructure

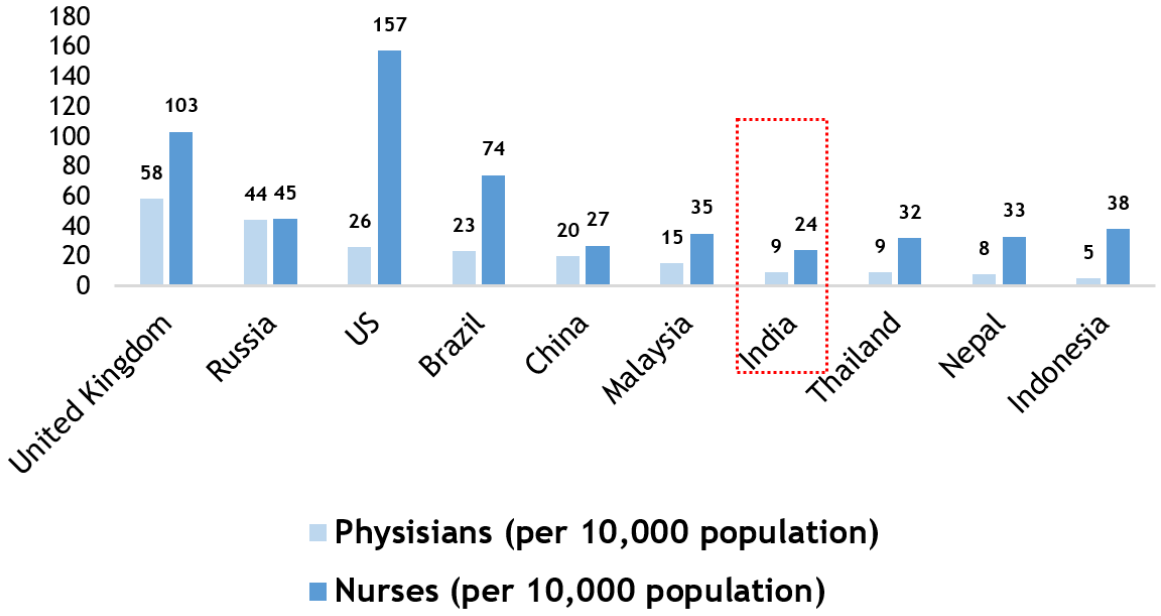
The adequacy of a country's healthcare infrastructure and personnel is a barometer of quality healthcare. India accounts for nearly a fifth of the world's population, but has an overall bed density of merely 15, with the situation being far worse in rural than urban areas. India's bed density not only falls far behind the global median of 29 beds, it also lags that of other developing countries such as Brazil (21 beds), Malaysia (19 beds), and Vietnam (26 beds).

Bed densities across countries - hospital beds (per 10,000 population)



Source: CRISIL Research

The paucity of healthcare personnel compounds the problem. At 9 physicians and 24 nursing personnel per 10,000 population, India trials the global median of 18 physicians and 39 nursing personnel as per the WHO World Health Statistics, 2021. Even on this parameter, India lags developing countries such as Brazil (23 physicians, 74 nurses), Malaysia (15 physicians, 35 nurses) and other South East Asian Counties as shown in the graph below:



These statistics indicate the alarming gap in healthcare infrastructure in the country and the tremendous growth potential the sector offers.

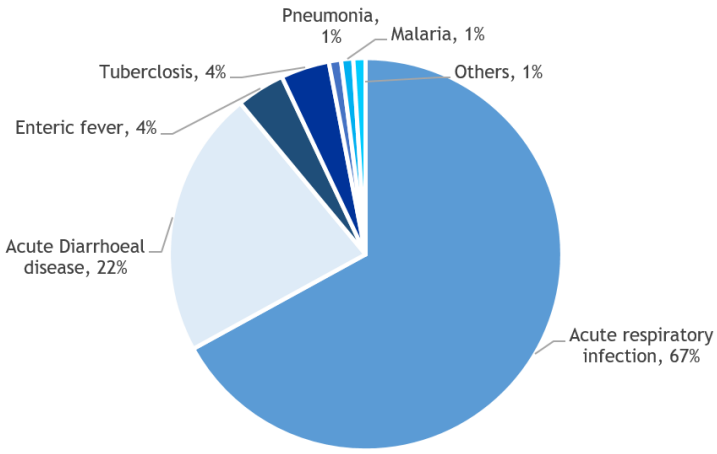
3.3 Disease Profile

3.3.1 Communicable diseases

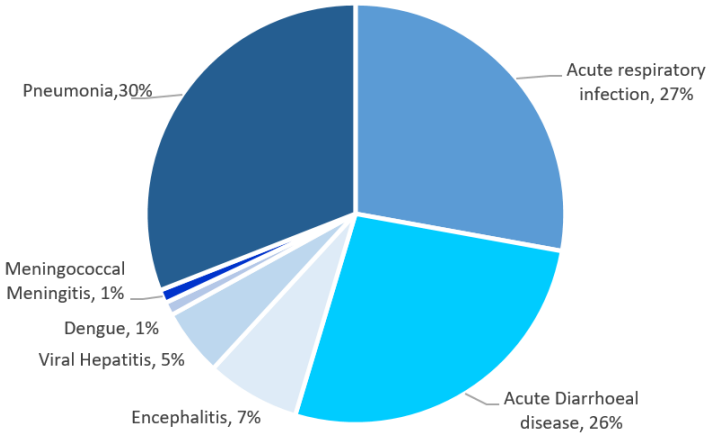
Overall, communicable diseases have been decreasing in India, especially with a considerable fall in cases and deaths due to malaria, dengue, chikangunya, chicken pox, encephalitis, and viral meningitis.

Morbidity reported on major communicable diseases

Among the various communicable diseases reported by states/union territories ("UTs") in 2020, the following communicable diseases accounted for the maximum percentage of cases reported:

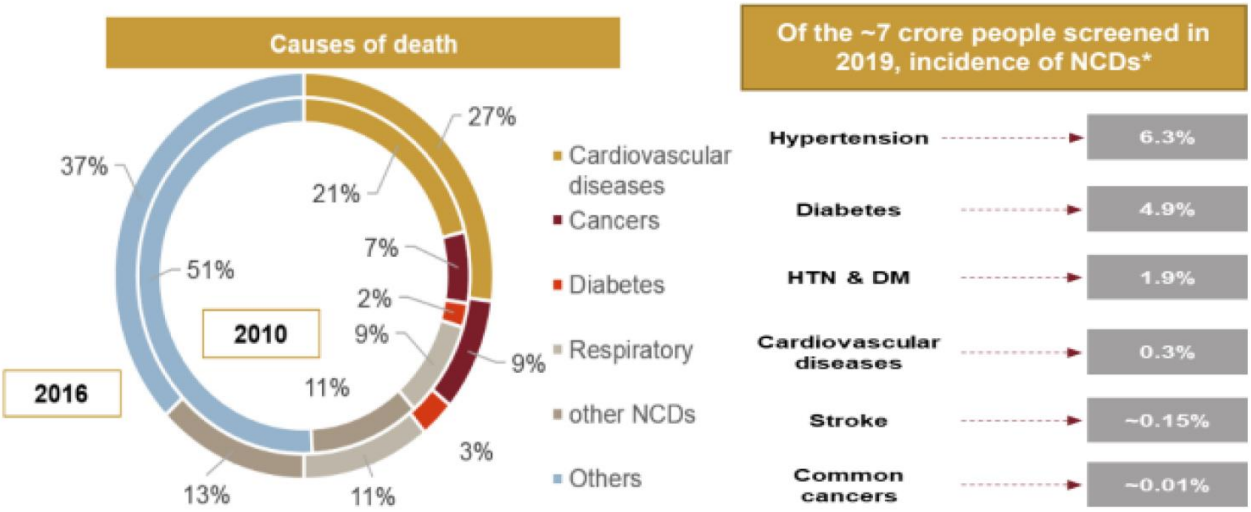


Among the various communicable diseases reported by states/UTs in 2020, the following communicable diseases accounted for the maximum percentage of deaths reported:



3.3.2 Non-Communicable Diseases

As opposed to the decreasing rate in communicable diseases, lifestyle-related illnesses or non-communicable diseases ("NCDs") have been increasing rapidly in India over the past few years. The contribution of NCDs to the disease profile rose from 30% in 1990 to 55% in 2016. Statistics show these illnesses accounted for nearly 62% of all deaths in India in 2016.



3.3.3 Incidence / Prevalence of Disease burden

- Tamil Nadu has the highest incidence of depressive disorders as per a new study published in The Lancet Public Health Journal after analysing cases for over 27 years. The state reports over 3,760 people with depressive disorders per 10,000 population.

- Cardiovascular diseases have become the leading individual cause of death in the country. The death rate due to heart diseases is twice the next leading cause, which is respiratory ailments, not only in the State but also in the country. This phenomenal rise is responsible for the dominance of ailments such as ischaemic heart disease, stroke, hypertension and diabetes.

- As per Indian Council of Medical Research, prevalence of diabetes in Indian adult population has risen to 7.1%, and in urban population (over the age of 40 years) the prevalence is as high as 28%.

- As per a Screening and Early Evaluation of Kidney Disease study in Indian Journal of Nephrology, the prevalence of Chronic Kidney Disease (CKD) with stage 1, 2, 3, 4, 5 are 7%, 4.3%, 4.3%, 0.8% and 0.8% respectively. Every year about 2.2 Lakh new patients of End Stage Renal Disease (ESRD) get added in India resulting in additional demand for 3.4 Crore dialysis every year. With approximately 4,950 dialysis centres, largely in the private sector in India, the demand is less than half met with existing infrastructure.

- Chronic respiratory diseases include chronic obstructive pulmonary disease (COPD), asthma, pneumoconiosis, interstitial lung diseases, and pulmonary sarcoidosis. Of these diseases, COPD and asthma are the most common. COPD is one of the leading non-communicable causes of death globally, as well as in India.

- India has about 18% of the world's population, but 32% of the global burden of respiratory diseases. Respiratory disease burden in India is second only to that of ischaemic heart disease. Chronic respiratory diseases were responsible for 10.9% of the total deaths and 6.4% of the total Disability-Adjusted Life Years (DALYs) in India in 2016. The corresponding figures for 1990 were 9.6% and 4.5%, respectively.

- India is going through a rapid phase of epidemiological transition with increase in non-Communicable diseases (NCDs), and neurological disorders that form a significant proportion of NCD. It is estimated that about 30 million people in India suffer from various forms of neurological diseases. The average crude prevalence rate of common neurological disorders in India is 2,394 and ranged from 967 to 4,070 per 100,000 population with higher prevalence rate in rural compared to urban population.

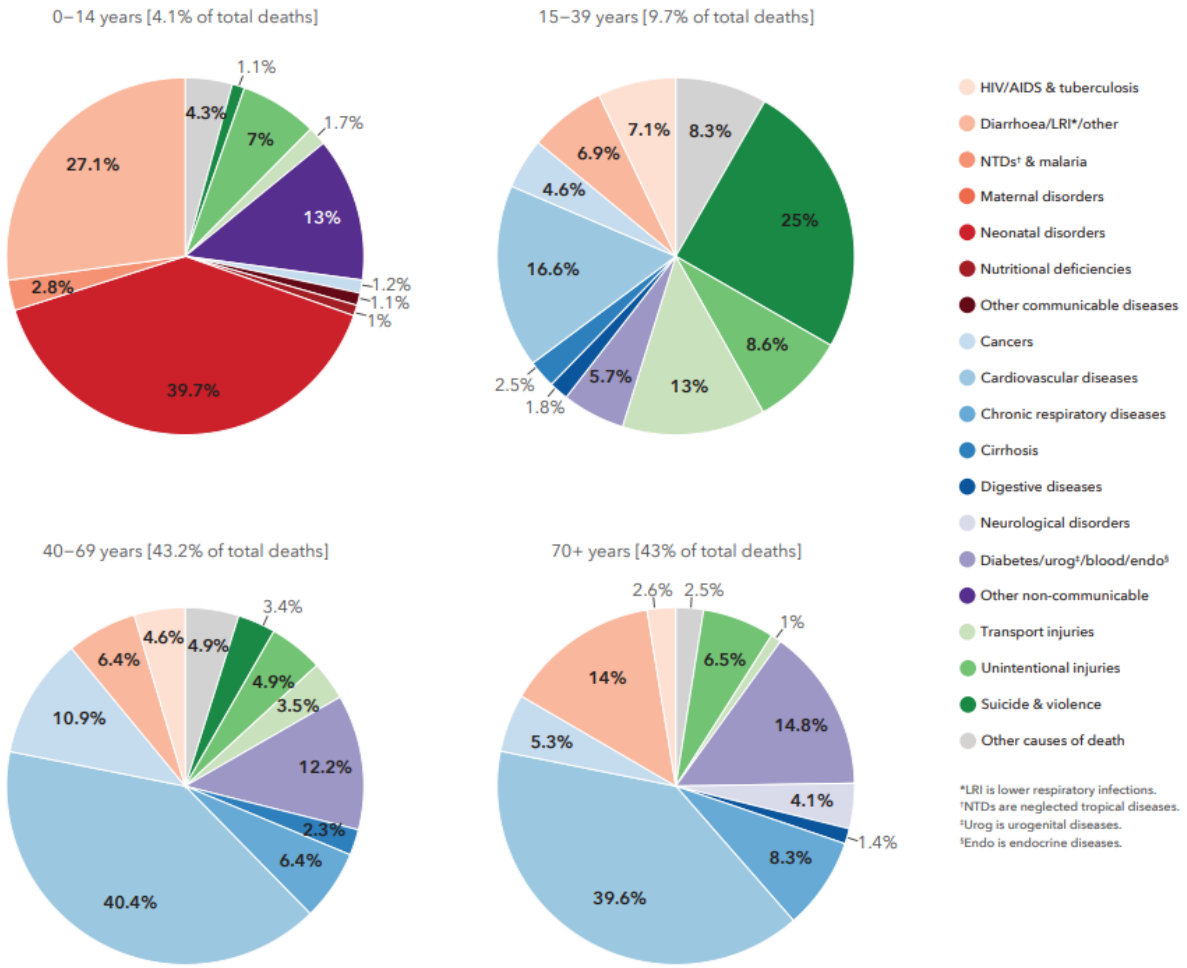
- India, in particular South India, is facing increasing incidences of gastrointestinal diseases. On one hand, there is the problem of malnutrition and infections like food poisoning, diarrhoea, malabsorption, tuberculosis and on the other, increasing number of chronic diseases like irritable bowel syndrome, inflammatory bowel disease like Crohns and ulcerative colitis and also gastrointestinal cancers.

- Excessive alcohol consumption, sedentary life style, increasing diabetes etc. have led to rapid increasing incidence of liver and pancreatic diseases too. One

of the common gastrointestinal conditions, which is on the rise and a cause for concern is the Irritable Bowel Syndrome (IBS).

- There is a gradual increase among young patients, in the age group of 22-40 years, seeking medical help for IBS. Population based studies estimate that IBS is seen in at least 20% of general population, of which, approximately only 20% seek medical help. It is estimated that 20-50% of gastrointestinal consultations relate to this symptom complex.

- The contribution of various disease burden to deaths across age groups in Tamil Nadu is shown in the following figure.



Source: Report on India: Health of the Nation's States

The increasing incidence or prevalence of various disease burden presents opportunity to the proposed Hospital.

3.4 Hospital Sector – An Overview

3.4.1 Classification of Hospitals

Hospitals in India are classified into three major categories on the basis of facilities/ services offered as listed below:

- Primary,
- Secondary and
- Tertiary

❖ ***Primary Care/ Dispensaries/ Clinics***

Primary care facilities are outpatient units that offer basic, point-of-contact medical and preventive healthcare services, where patients come for routine health screenings and vaccinations. These do not have intensive care units ("ICU") or operation theatres. Primary care centres also act as feeders for secondary care/ tertiary hospitals, where patients are referred to for treatment of chronic/ serious ailments.

❖ ***Secondary Care***

Secondary care facilities diagnose and treat ailments that cannot be treated in primary care facilities. These act as the second point of contact in the healthcare system. This infrastructure provides inpatient as well as outpatient medical services which includes simple surgical procedures. Some of medical specialties offered under secondary healthcare include internal medicine, pediatrics and limited coverage of other specialties like urology, cardiology, and other specialties. In India, the health centres for secondary health care include District Hospitals and Community Health Centres at the block level.

❖ ***Tertiary Care***

Tertiary care hospitals provide Specialized Intensive Care Units, advanced diagnostic support services and specialized medical personnel are key features of tertiary health care. Single-specialty tertiary care hospitals treat a particular ailment such as cardiac, cancer, etc. On the other hand, there are multi-specialty tertiary hospitals that offer all medical specialties under one roof and treat complex cases such as multi organ failure, high-risk, and trauma cases. In India, under the public

health system, tertiary care service is also provided by medical colleges and advanced medical research institutes.

Classification of hospitals by facilities/ services offered

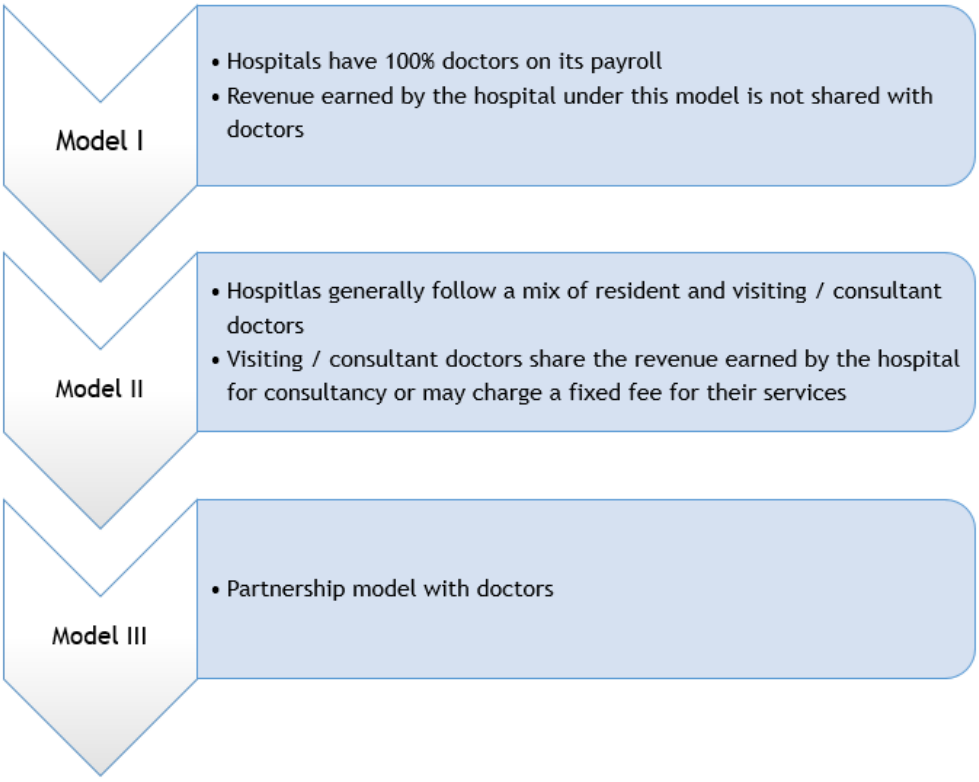
	Primary Care	Secondary Care	Tertiary Care
Services	Provides all services as required for the first point of contact	Provides all services as required including organized medical research	Provides all services as required including provision for experimental therapeutic modalities and organized research in chosen specialities
Multi-disciplinary	Yes	Yes	Single or Multi-Speciality
Type of service	Only medical services and excludes surgical services	Overall medical and surgical services	Complex surgical services with sophisticated equipment
Type of patient	Only outpatient	Inpatient and outpatient	Primarily inpatient
No. of beds	0 beds	50-200 beds	>200 beds
Dependent on	Secondary and Tertiary care hospitals for further diagnosis and support	Tertiary care hospitals for diagnostic and therapeutic support on referral and for patient transfer	Tertiary care/secondary hospital for referral for its workload
Investment	Low	Medium	High

The proposed hospital with 280 beds and multiple departments fall under the Tertiary care segment.

3.4.2 Review of Business Model, Revenue and Cost Structure of a Tertiary Care Hospital

❖ ***Doctor Engagement Models***

The hospitals in the tertiary care segment operate in the following models:



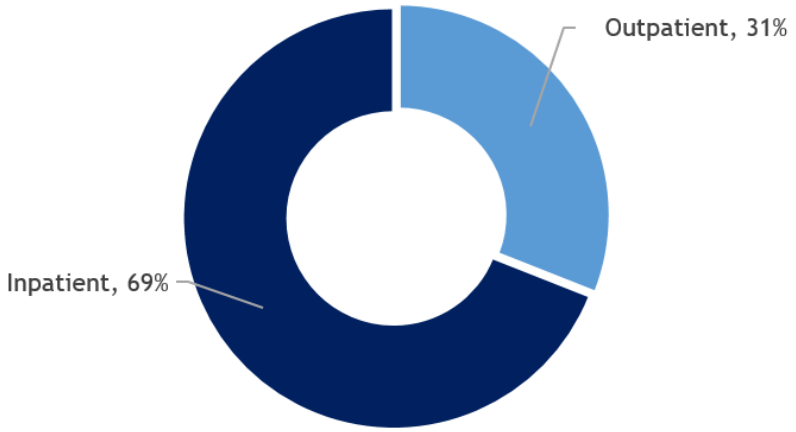
Large Indian hospitals typically follow the second model. The visiting/ consultant doctor shares a percentage of the consulting fee and the In-patient department ("IPD") income (for surgeries done on the hospital premises) with the hospital. Even mid-sized hospitals (defined as 100 to 400 beds at pan India level) have visiting doctors and consultants. This helps hospitals decrease dependence on few/star doctors. Alternatives to this, such as the referral model, also exist. Under the referral model, doctors refer patients to other specific doctors and get a compensation.

The proposed hospital is envisaged to be operated as per Model II, which is in line with the current market trends.

❖ *Revenue and Cost Structure of Hospitals*

Hospitals Derive Bulk of Their Revenue from IPD - The primary revenue streams of hospitals are from the IPD and Out-patient department ("OPD") segments. The IPD in a hospital generally consists of beds, operation theatre(s), Intensive care unit, supportive services (such as nursing services, pharmaceutical services, laboratory and diagnostics centres) and central sterile and supply department (CSSD) and OPD include examination, diagnostics and day surgeries.

Typically, in most hospitals, the IPD accounts for as much as 69% of the overall revenue based on 2021 industry estimates. This ratio could vary with hospitals, depending on the type of services rendered and the ailment mix.



Source: Crisil Research

Surgeries and Diagnostics Fetch Bulk of the IPD Revenue - Surgeries and diagnostics account for the bulk of IPD revenue for most hospitals; however, the share of these verticals vary across hospitals, based on the pricing strategies deployed and specialities offered. However, surgical patients generate more revenue as opposed to medical patients. Hospitals used to enjoy high margins on the consumables used. However, after the government has capped the prices of stents and knee implants, they have rationalised their treatment costs by charging for the services rendered. Some hospitals have in-house facilities such as diagnostic centres and pharmacies, while others outsource these services.

Other parameters that may boost revenue include -

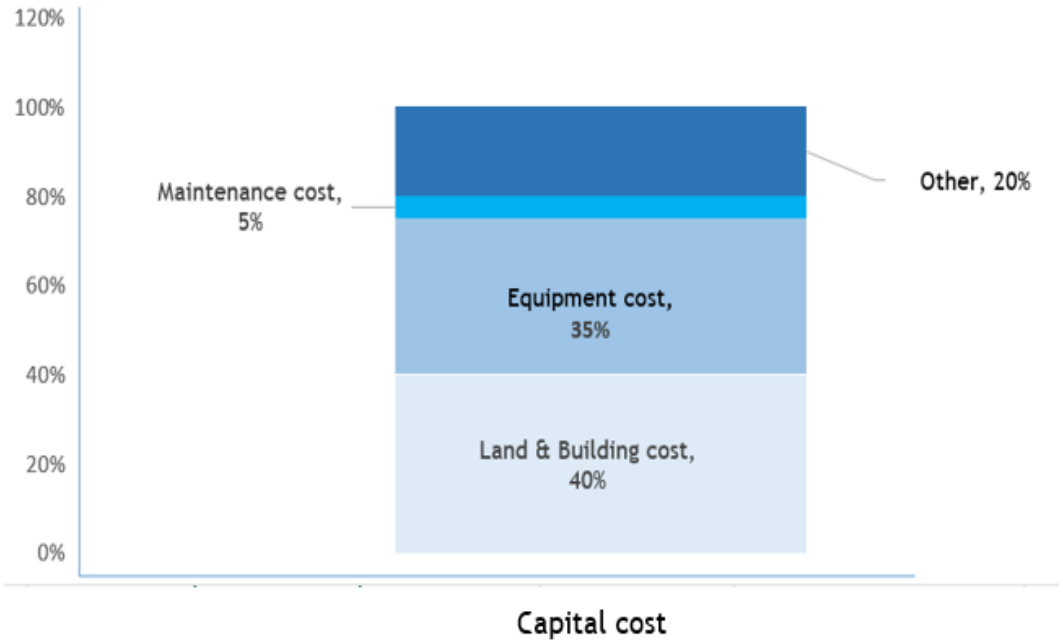
Occupancy levels: Given the high fixed costs (equipment, beds and other infrastructure), occupancy levels need to be commensurate for a hospital to break-even. Most large hospitals operate at over 65% to 70% occupancy ratio ("OR"). The following factors aid in ensuring high occupancy levels:

- Good brand recognition
- Reputed doctors
- A strong referral networks

Average length of stay ("ALOS"): Large hospitals usually operate at high occupancy levels but try to keep the ALOS short, which enables them to record higher utilisation levels and ensure that more patients are treated at the same time.

❖ *Capital Costs*

The costs for super-specialty tertiary care hospitals would be higher as high-end technology and equipment costs are involved. Use of imported equipment can further drive-up equipment costs. As per CRISIL research, Capital costs to build tertiary care hospitals in Tier I cities range from ₹10 million to ₹12 million per bed excluding cost of land.



The table below depicts the capital cost per bed across Tier I, Tier II and Tier III cities for secondary and tertiary care hospitals.

Capital cost/ bed (excluding land cost)	Secondary care hospital (₹ in million)	Tertiary care hospital (₹ in million)
Tier I	5 -8	10 - 12
Tier II	2.5 - 5	5-8
Tier III	1 - 2.5	2.5 - 5

Source: CRISIL Research

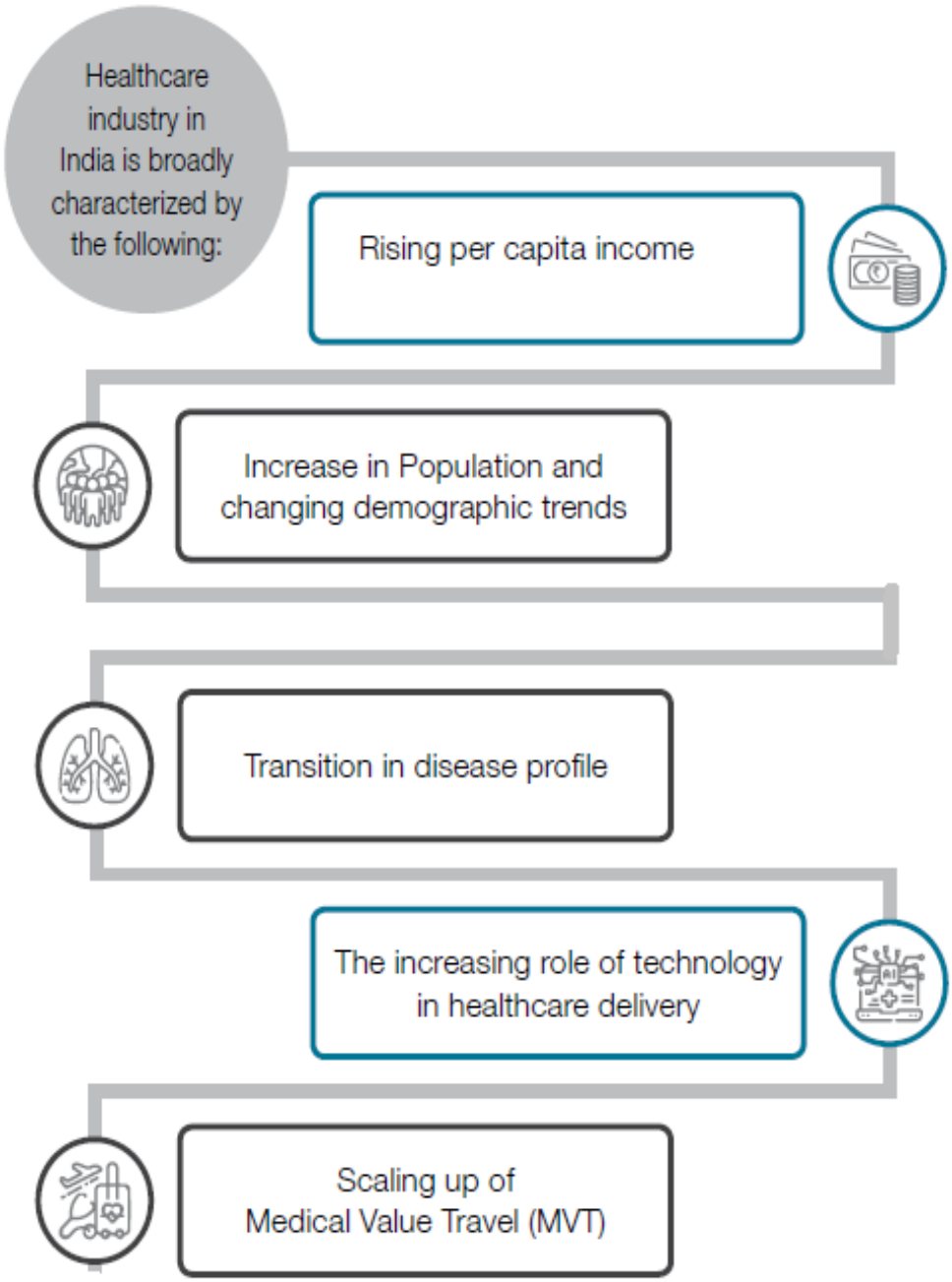
The capital cost for setting up the proposed hospital excluding cost of land is ₹218 crores. Accordingly, the capital cost / bed works about ₹8 million, which is considered to be reasonable.

3.5 Major growth drivers

A combination of economic and demographic factors is expected to drive healthcare demand in India. Pradhan Mantri Jan Arogya Yojana (PMJAY) scheme launched by the government would also support these drivers.

India lags global benchmarks in healthcare infrastructure, both in terms of physical infrastructure as well as personnel. However, the picture is bleak even on the healthcare indicators front. In case of life expectancy at birth, which reflects the overall mortality of the population, India stands at a distant 68.8 years in comparison with the global average of 71.4 years. This is despite life expectancy at birth growing at 0.6% CAGR between 2000 and 2017.

Growth Drivers



❖ *Government Initiatives*

Governments all over the world work towards providing good quality healthcare for their people. Creating awareness about health issues, ensuring strong infrastructure, and promoting health insurance are productive activities undertaken by the authorities for the people's welfare. Over the years, Government of India has been taking significant initiatives to ensure delivery of quality healthcare services to all at affordable costs. In fact, the Country's healthcare sector is strongly supported by the Government which has been undertaking commendable work to develop India as

a global healthcare hub. The multitude of initiatives to drive the growth of the healthcare sector in the country has been yielding positive results. These initiatives have gone a long way in not only improving overall healthcare access for the general population but have also enhanced the quality of healthcare in the country.

The Ayushman Bharat scheme aims to comprehensively strengthen the healthcare system, right from primary to tertiary care. This scheme provides healthcare assurance of ₹0.5mn per family (on floater basis) to nearly 107.4mn families.

The National Digital Health Mission (NDHM) aims to create a management mechanism to process digital health data and facilitate its seamless exchange; develop registries of public and private facilities, health service providers, laboratories, and pharmacies; and support clinical decision making as well as offer services like telemedicine. NDHM has the potential to make the health system more evidence based, transparent and efficient.

- ***Rising Per capita income***

India has witnessed tremendous economic growth over the last 3 decades. The country has been able to register robust GDP growth and has been consistently featured amongst the fastest growing economies. With the country already witnessing a steady economic growth, the per capita income of its population as well as the economic stability of the expanding middle class Indian, is on the rise. This changing scenario has led to an accompanying demand for quality healthcare, and growing purchasing power for millions of upwardly mobile Indians. Due to increasing purchasing power, consumers are demanding and willing to pay for superior healthcare services. Each of these presents a market in terms of the addressable value proposition.

- ***Growing health insurance penetration***

Low health-insurance penetration is one of the major impediments to the growth of the healthcare delivery industry in India, as affordability of quality healthcare facilities by the lower-income groups remain an issue. Health insurance coverage has increased from 17% in Fiscal 2012 to approximately 36% in Fiscal 2020. As per the Insurance Regulatory and Development Authority ("IRDA"), nearly 499 million people have health insurance coverage in India (as of Fiscal 2020), as against 288 million (in Fiscal 2015), but despite this robust growth, the penetration in Fiscal 2020 stood at only 36%.

CRISIL Research sees that while low penetration is a key concern, it also presents a huge opportunity for the growth of healthcare delivery industry in India. With the PMJAY scheme and other growth drivers, the insurance coverage in the country is expected to increase to nearly 46% by Fiscal 2025.

With health insurance coverage in India set to increase, hospitalisation rates are likely to go up. In addition, health check-ups, which form a mandatory part of health insurance coverage, are also expected to increase, boosting demand for a robust healthcare delivery platform.

- ***Changing demographic trend***

India's population growth rate has slowed significantly in recent decades, owing to increased urbanization, rising education levels, particularly among women, and increased poverty alleviation. While the rate of growth has slowed significantly, it is still growing much faster than China's population and is expected to surpass China's population by 2026. The vast population of India will become a significant target market for the medical industry, resulting in increased opportunities for health care services in the country. According to the National Health Profile 2021, the proportion of the population between the ages of 15 and 59 in the working population is expected to rise from 60.7 percent in 2011 to 65.1 percent in 2036, indicating that this is a productive demographic group with distinct advantages.

- ***Transition in disease profile***

India has witnessed an extensive change in the overall disease profile of its population. The share of deaths for communicable, maternal, neonatal, and nutritional diseases decreased to 27.5% in 2016 from 53.6% in 1990 and that of non-communicable diseases increased to 61.8% in 2016 from 37.9% in 1990. This shift in the disease profile has led to an additional need for healthcare services.

Transition in disease profile	1990	2016
Share of communicable, maternal, neonatal and nutritional diseases	53.60%	27.50%
Share of non-communicable diseases	37.90%	61.80%
Share of injuries	8.50%	10.70%

Source: Health of the Nation's States 2017: India Council of Medical Research

Due to increased urbanization, the incidence of lifestyle diseases is anticipated to increase faster than any other segment. Within the lifestyle space, cancer is one of the fastest growing ailments.

In 2016, of the total disease burden, the contribution of group of risks (unhealthy diet, high blood pressure, high blood sugar, high cholesterol and overweight), which mainly causes ischemic heart disease, stroke and diabetes, had risen to nearly a quarter. The combination of these risks was highest for states such as Punjab, **Tamil Nadu**, Kerala, Andhra Pradesh and Maharashtra, but has increased in all other states as well. There were 38 million cases of cardiovascular diseases ("CVDs") in 2005, which rose to nearly 64 million cases in 2015.

CRISIL Research believes that NCDs exhibit a tendency to increase in tandem with rising income. WHO projects an increasing trend in NCDs by 2030, following which CRISIL forecasts demand for healthcare services associated with lifestyle-related diseases such as cardiac ailments, cancer and diabetes to rise.

Another emerging market in the country is orthopaedics, which currently comprises a very small proportion compared with NCDs, but has a potential market in the country. The orthopaedics market can be classified into four different segments, viz., knee, hip, trauma, and spine, of which the knee-replacement market holds the biggest share, followed by trauma and spine. Hip replacement in India is still a very small segment compared to knee replacement, whereas it is the opposite around the world.

❖ *Medical Tourism*

Medical tourism has gained momentum over the years and India is fast emerging as a major medical tourist destination, given the relatively low cost of surgery and critical care in India. The healthcare costs in developed countries is relatively higher than in India. India is also an attractive destination due to the presence of technologically advanced hospitals with specialised doctors and facilities, such as e-medical visa.

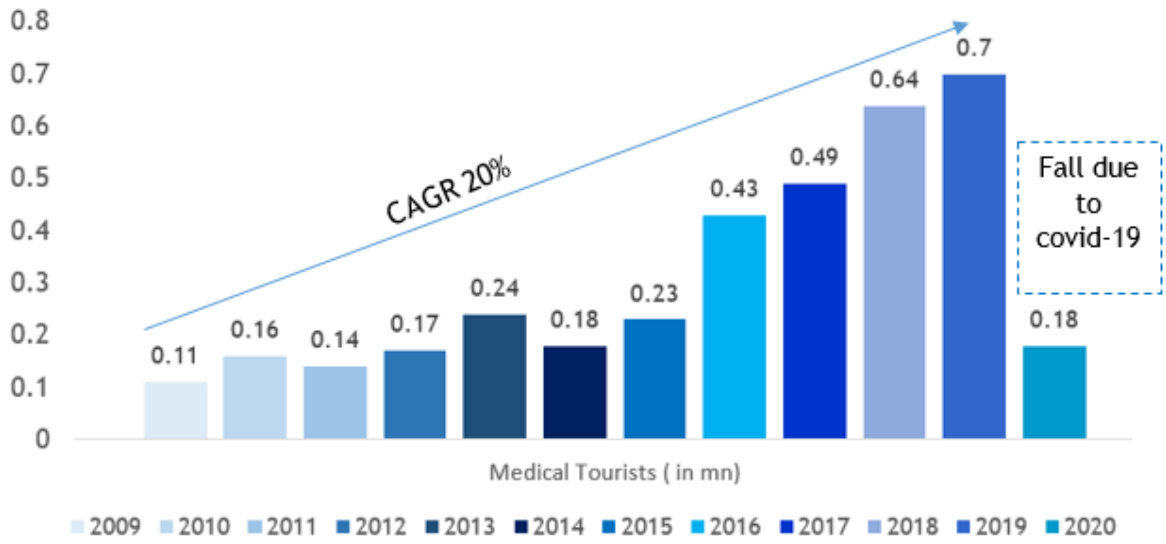
Treatments mostly sought after in India are for heart surgery, knee implant, cosmetic surgery and dental care, due to their relatively low costs. Medical tourism in India is driven by the private sector. A large proportion of medical tourist arrivals are in key metro cities of the country.

Apart from the lacunae associated with geographical distribution of healthcare delivery, the quality and type of services provided is also varied across locations. Usually, Tier I cities have more tertiary care centres, which is near-absent in smaller towns and rural areas. **Chennai is one of the major hubs for medical tourism in India due to its connectivity by air with all major international destinations and the presence of all modern medical facilities and technologies.**

According to latest available official data, of the total foreign tourist arrivals in India, the proportion of medical tourists grew from 2.2% (0.11 million tourists) in 2009 to 6.4% (0.6 million tourists) in 2019. The government has constituted a National Medical and Wellness Tourism Board along with providing financial assistance of ₹ 6 lakh to medical tourism service providers under market development assistance ("MDA") to develop medical tourism in India.

The industry is facing temporary slowdown in medical tourism in recent times due to ongoing pandemic which has led to travel restrictions across the borders restricting travel of medical tourists in India. Post covid, the industry has retained its growth.

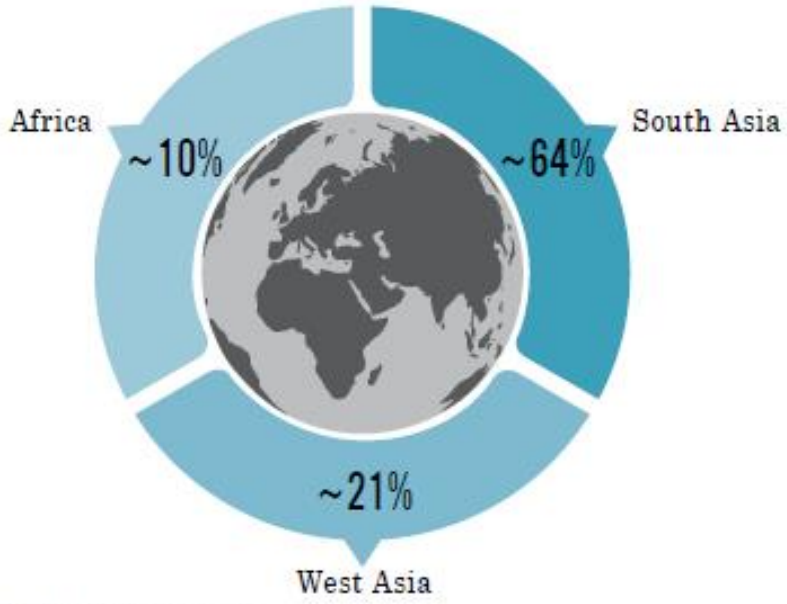
Growth in medical tourists*



**Includes all types of medical and medical attendant visa*
Source: Ministry of Tourism

More than 94% of medical tourists are from countries in Africa, west and south Asia. Medical tourists from countries like United Kingdom and Canada are also seeing an increase, given long waiting periods for availing of treatments in these regions.

Indian medical tourism originating countries



Source: CY17 CRISIL; Ministry of tourism

3.6 Chennai Hospital Industry – An overview

Hospital industry in Chennai has earned a good reputation from people within the state, other states and also from other countries. Patients from all over the country (especially the North Eastern states) and abroad come to the city for medical treatment.

Most of the reputed hospitals in the city maintain a separate wing for international patients. Ramachandra Hospital at Porur in Chennai receives about 100 international patients each day. Similarly, Fortis Malar receives about 20 overseas patients each day. Cardiac, orthopaedics, neurosurgery, and oncology are the main branches in which medical treatment is being sought by these foreign patients. Hospitals like Madras Medical Missions have tie-ups with foreign governments.

The government-aided hospitals include General Hospital, Adyar Cancer Institute, TB Sanatorium and National Institute of Siddha. Some of the popular private-run hospitals in Chennai are Apollo Hospitals, Chettinad Health City and MIOT Hospitals. NABH accredited hospitals include Chennai Apollo Speciality Hospital, Dr Mehta Hospitals, Frontier Lifeline Hospital, Global Hospitals & Health City, Sankara Nethralaya, Agarwal Eye Hospital and Vijaya Medical & Educational Trust. There are totally 30 Government hospitals and 158 Private hospitals in the city as on July 2022.

The city has about 12,500 beds, including about 5,000 in multi-specialty hospitals in private sector and over 6,000 beds in public sector. This works to 2.1 beds per 1,000 population against the national average of about 1.5 bed per 1,000 population. However, the same is less than the minimum World Health Organisation standard of 3 beds per 1,000 persons. Out of the total available beds, only half of 12,500 beds are used by the city's population with the rest being shared by patients from other states of the country and foreigners.

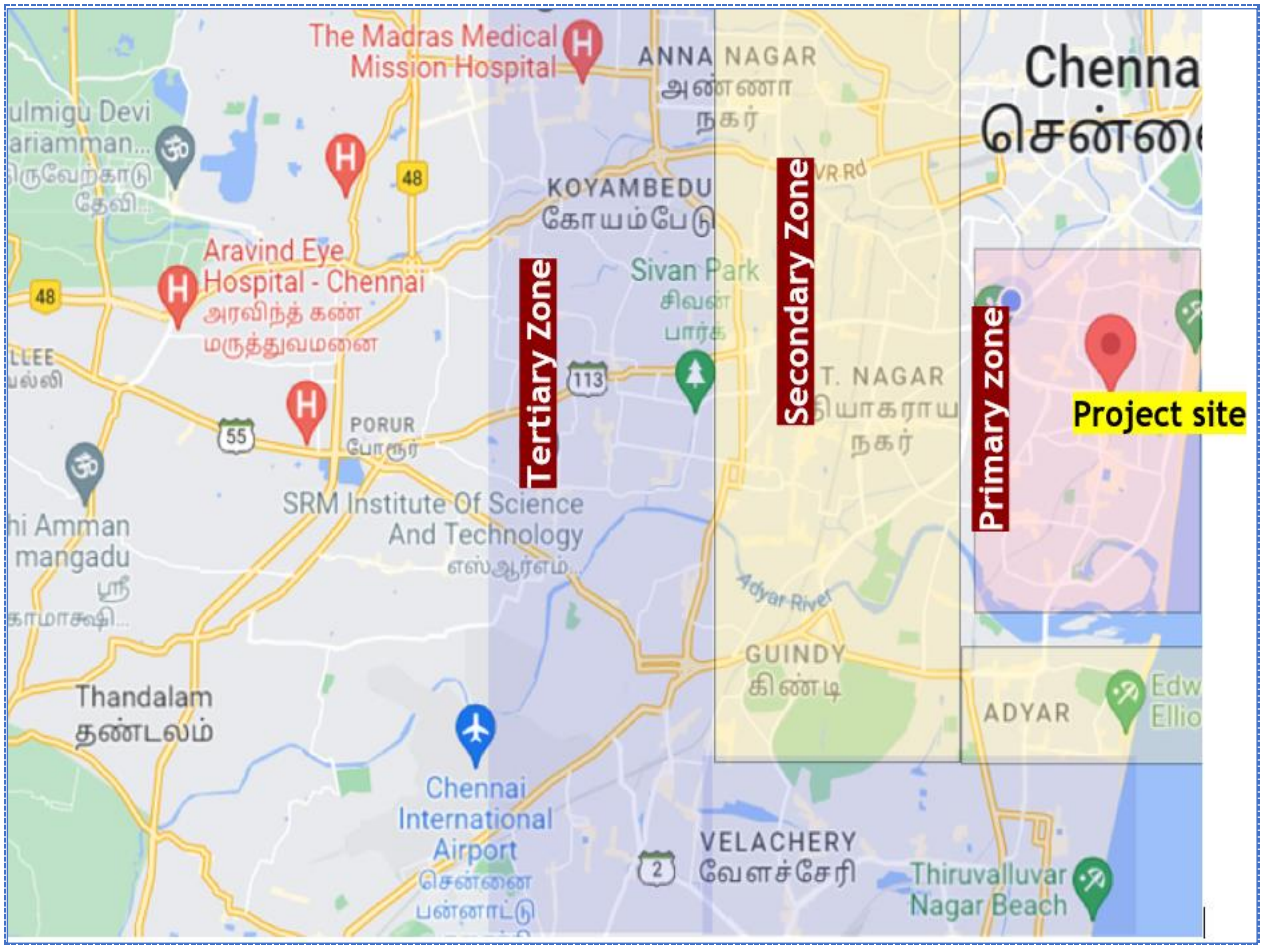
❖ *Catchment Delineation*

The proposed hospital is to be located in Mylapore area, one of the prominent locations in Chennai. The primary, secondary and tertiary catchments from the location are as below:

Primary (< 5 KM)	***Secondary (6-10 KM)***	***Tertiary (>10 KM)***
Mylapore	Thiyagaraya Nagar	Porur
Gopalapuram	Guindy	Velachery
Royapettah	Saidapet	Koyembedu
Alwarpet	Adyar	
Teynampet	Anna Nagar	
Triplicane	KK Nagar	
Nungambakkam	Kilpauk	
Thousand lights		
Egmore		
Nandanam		

❖ *Catchment area – Population based analysis*

On a conservative basis, without considering the extensive geographical catchment proposed to be targeted by the Hospital and by considering only the available population across catchment areas of varying potential levels such as Primary (High Potential), Secondary (Moderate Potential) and Tertiary (Low Potential), the demand is estimated as follows:



Catchment Area	Total population (Nos.)
Primary (< 5 KM)	**7,09,800**
Mylapore	1,11,409
Gopalapuram	27,493
Royapettah	1,02,690
Alwarpet	36,204
Teynampet	36,202
Triplicane	99,467
Nungambakkam	1,21,602
Thousand lights	57,964
Egmore	85,687
Nandanam	31,082
Secondary (6-10 KM)	**8,69,496**
Thiyagaraya Nagar	2,05,294
Guindy	87,827
Saidapet	97,828
Adyar	1,47,143

Catchment Area	Total population (Nos.)
Anna Nagar	1,67,257
KK Nagar	63,005
Kilpauk	1,01,142
Tertiary (>10 KM)	**3,44,485**
Porur	1,18,344
Velachery	1,43,991
Koyembedu	82,150
Total	**19,23,781**

Source: www.geoiq.io

The population in the primary, secondary and tertiary catchment areas is 19.24 lakhs. Considering a bed density of 3 per 1,000 persons as per WHO standards, about 5,750 beds would be required. But, the prevailing healthcare system in these areas is less and offers ample scope for establishing a new Multi-Speciality hospital.

3.7 Competitive mapping of key players in the Chennai Healthcare Delivery Market

The Chennai healthcare industry is highly competitive with the presence of large private and government hospitals. The region has both chain and stand-alone private hospitals. Based on the facilities available and the services rendered, Government of Tamil Nadu has classified the multi-speciality hospitals into the following categories:

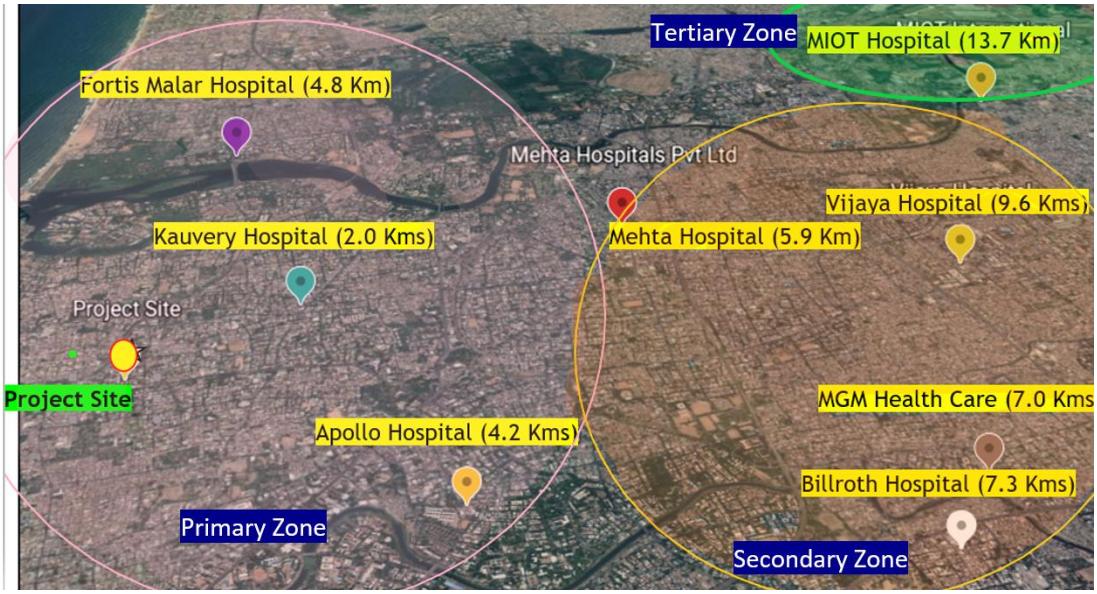
Score	Grade
Above 80	A1
71-80	A2
61-70	A3
51-60	A4
41-50	A5
Up to 40	A6

Since the proposed hospital is also envisaged to be an A1 graded hospital, ITCOT has conducted a study among the following multi-speciality hospitals that fall under the A1 category and the doctors working at these hospitals:

S.No.	Name of the Hospital
1.	Kauvery Hospital, Alwarpet, Chennai
2.	Apollo Hospital, Greams Road, Chennai
3.	Fortis Malar hospital, Chennai
4.	Mehta Hospital Pvt Ltd, T.Nagar, Chennai
5.	MGM Health Care Pvt Ltd, Aminjikarai, Chennai
6.	Billroth Hospital, Shenoy Nagar, Chennai
7.	Vijaya Hospital, Vadapalani, Chennai
8.	MIOT Multi-speciality Hospital, Manapakkam, Chennai

❖ *Distance*

The distance of A1 Graded hospitals from the proposed location is as below:



S.No.	Name of the Hospital	Distance from the Project Site (In Kms)
1.	Kauvery Hospital, Alwarpet, Chennai	2.0
2.	Apollo Hospital, Greams Road, Chennai	4.2
3.	Fortis Malar hospital, Chennai	4.8
4.	Mehta Hospital Pvt Ltd, T.Nagar, Chennai	5.9
5.	MGM Health Care Pvt Ltd, Aminjikarai, Chennai	7.0
6.	Billroth Hospital, Shenoy Nagar, Chennai	7.3
7.	Vijaya Hospital, Vadapalani, Chennai	9.6
8.	MIOT Multi-speciality Hospital, Manapakkam, Chennai	13.7

❖ *Specialization*

The identified hospitals provide healthcare services across a myriad of specialties and the key specializations undertaken by these hospitals is listed below:

Specializations	Apollo	MIOT	Fortis Malar	Billroth	Vijaya	Kauvery	MGM Health Care	Mehta	Dhanvantra
Oncology	Yes	No	No	No	No	Yes	No	Yes	Yes
Cardiology	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Neurology	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Orthopaedics	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
Paediatric	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Obstetrics and gynaecology	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
Gastroenterology	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Urology	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
General Medicine	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

From the table, it could be observed that the hospital has proposed to offer all the key specializations undertaken by other A1 graded hospitals.

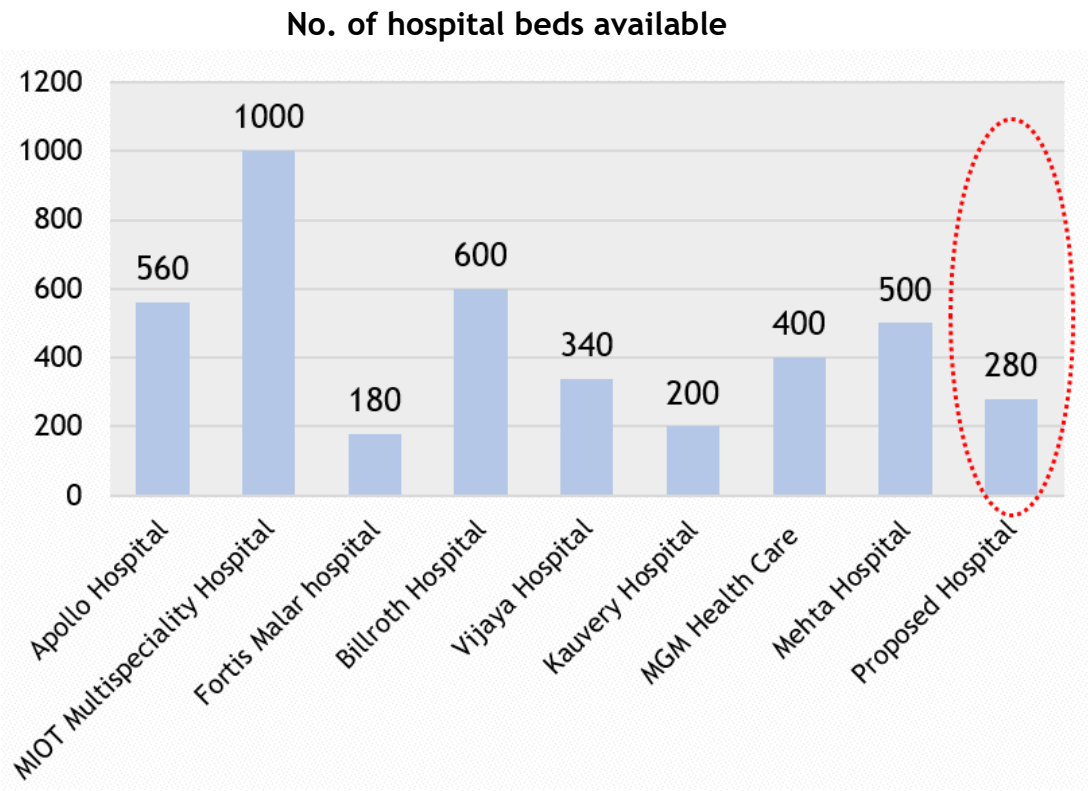
❖ ***Facilities and Infrastructure available***

S.No.	Name of the Hospital	Facilities
1	Billroth Hospital	Blood Bank, Labour Suite, Rooms, Dialysis, Lab Services, Operation Theatre, Ambulance, Pharmacy, Physiotherapy. ICU, Fire safety, Accident and Emergency care
2	Mehta Hospital Pvt Ltd	Operation Theatre, Ambulance, Pharmacy, Physiotherapy, ICU, Dialysis, Intensive Care Unit, Laboratory Services, Radiology, Fire Safety, Endoscopy, ECG, TMT, EEG, PFT, Blood Consignment, Accident and Emergency care
3	MIOT International hospital	Ambulance, CT Scan, Physiotherapy, Laboratory services, 3D Digital Mammography System, Biplane Cath Lab, ICU, blood bank, Pharmacy, Operation Theatre, Radiology, Digital Cath Lab, Critical & Intensive Care, 3T MRI, Fire Safety, Accident and Emergency care
4	Apollo Hospital	Fire Safety, Blood Bank, ICU, Pharmacy, Ambulance, Accident and Emergency care Laboratory Services, Radiology
5	Kauvery Hospital	Pharmacy, Ambulance, Fire safety, Accident and Emergency care, Laboratory Services, ECG, ICU, Radiology, Blood bank,
6	MGM Health Care Pvt Ltd	Pharmacy, Ambulance, Fire Safety, Laboratory Services, Blood Bank, Radiology, Accident and Emergency care, ICU, Cath Lab
7	Fortis Malar hospital	Blood bank, Pharmacy, Ambulance, ICU, Laboratory Services, Accident and Emergency care, Radiology
8	Vijaya Hospital	Fire Safety, Blood Bank, Pharmacy, Ambulance, Laboratory Services, ICU, Genetic Lab, Cath lab, Hyperbaric Therapy Unit, CT & MRI Scan, Accident and Emergency care

The major facilities and infrastructure availability at all the hospitals include an in-house pharmacy, operation theatres, ICU, dialysis, emergency care, CT and MRI scan, Cath Lab and ambulance. The hospital has also proposed all the major facilities and infrastructures.

❖ *Beds Available*

The number of beds available in each of the A1 graded hospital is shown in the graph below:



From the graph, it could be observed that all the hospitals except Fortis Malar and Kauvery have more number of beds than the proposed hospital.

The number of ICU beds of these hospitals out of total bed capacity is in the range of 15% to 30%. The hospital has proposed 63 ICU beds which is about 23% of the total bed capacity.

❖ *Bed tariff*

The average bed tariff of the hospitals for different types of room and the proposed tariff is as below:

Types of Room	Average bed tariff of hospitals (in ₹)	Proposed bed tariff (in ₹)
ICU Bed	6,000 – 9,000	8,000
General Ward	1,500 - 2,500	2,000

Types of Room	Average bed tariff of hospitals (in ₹)	Proposed bed tariff (in ₹)
Twin Sharing	2,500 - 3,500	3,000
Single bed	4,000 - 6,000	4,500
Deluxe room	6,500 - 10,000	8,000
Suites	12,000 - 25,000	15,000
Dialysis ward	5,000 - 10,000	4,000

The bed tariffs proposed for various types of room is well within the tariffs charged by other hospitals and is observed to be competitive.

- ***Fees charged***

The average fees charged by the hospitals for different treatments are as follows:

Treatment	Average fees of hospitals (in ₹)	Proposed Fee (in ₹)
Neuro/ Brain/ Spine	1,50,000 - 2,50,000	1,25,000
Chemo Therapy	25,000 - 40,000	20,000
Radiotherapy per sitting	15,000 - 20,000	20,000
Cardiac Speciality	1,20,000 - 2,00,000	90,000
Knee/Hip Replacement	2,50,000 - 4,50,000	3,50,000
Organ Transplant (Kidney/Liver)	NA	6,00,000
Paediatric Care	25,000 - 45,000	45,000
Gynaecology		
~ Caesarean	75,000 - 1,20,000	1,00,000
~ Normal	30,000 - 40,000	35,000
Lab Test/ X- Ray	8,000 - 15,000	12,500
Health care/ Physiotherapy	15,000 - 25,000	25,000

	On Par		***Lesser than normal***

The fees proposed by the hospital is on par / lesser than the fees currently charged by other hospitals for all the specializations.

❖ *Key operating metrics*

✓ *Outpatients*

A patient who is not hospitalized overnight but visits a hospital for diagnosis or treatment is termed as outpatient.

The number of outpatients visiting the studied hospitals range from 500 to 750 per day except for MIOT, where the count is above 1500 per day.

✓ *Outpatient to Inpatient Conversion Ratio*

It is the ratio of the number of outpatients visiting the hospital getting hospitalized for further treatment including surgeries etc.

The Outpatient to Inpatient Conversion Ratio of the studied hospitals is in the range of 15% to 25%.

✓ *ARPOB - Average Revenue per Occupied Bed*

ARPOB refers to the average revenue realized by a hospital from every occupied bed. ARPOB calculation can be done based on the inpatient revenue and number of days the beds have been occupied. Growth in ARPOB can be attributed to an increase in healthcare cost services of hospitals which, in turn, raises treatment prices. Besides, emphasis on advanced medical care, better utilization of operational theatres and medical equipment, case-mix and type of procedures also drive ARPOB growth.

The ARPOB of studied hospitals is in the range of ₹50,000 to ₹60,000.

The ARPOB of Apollo Hospitals in Tamil Nadu region that include hospitals in Chennai, Madurai, Karur, Karaikudi, Trichy and Nellore is as under:

Particular	Tamil Nadu Region (Chennai & Others)		
	FY 21	FY 22	Q1 FY 23
ARPOB (₹)	49,115	55,498	64,850

Source: Apollo Hospitals, Investor Presentation

The ARPOB has increased by 13% YoY from FY21 to FY22. Further, the ARPOB for Q1 FY 23 is ₹64,850.

✓ ***ALOS - Average Length of Stay***

ALOS refers to the average time spent by a patient under treatment in a hospital. It is calculated by dividing the total number of days a patient spends in the hospital by the total number of admissions or discharges done in a given time period. Advancement and improvement in medical technology is a prime reason for a drop in ALOS. Lower ALOS helps in faster turnaround of beds, leading to more patients being treated from current facilities. It also goes a long way to improve hospital incomes as most revenues are generated in the initial few days of treatment.

The ALOS of the studied hospitals is in the range of 3.5 to 5 days.

✓ ***Occupancy Rate***

Occupancy rate refers to the proportion of beds used for treatments over any time period and gives an idea about the number of beds occupied in a facility.

The occupancy rate of the studied hospitals is in the range of 75% to 85%.

Based on the above findings, the following key operating metrics are considered on a conservative basis for estimating the profitability projections:

	Year 1
Number of outpatients	300
Outpatient to Inpatient Conversion Ratio	17%
ARPOB	₹55,000
ALOS	4
Occupancy Rate	49%

3.8 Other key observations of the study

- About 50% of the patients visiting multi-speciality hospitals in Chennai are local population followed by other parts of Tamil Nadu with 25%. Patients from other states of India account for 15% and remaining by the international patients.

- Patients from other parts of the state and country are visiting hospitals in Chennai due to the following factors and it is ranked accordingly:

1. Multispecialty
2. Service
3. Quality of treatment
4. Cost
5. Accessibility

- More than 65% of the Doctors surveyed are practising as visiting Doctors.
- On an average Doctors consult about 20 patients per day.
- Among the Doctors interviewed about 30% have shown interest in visiting the proposed hospital subject to timing and package offered.
- The average consulting fee ranges between ₹500 and ₹650 per patient.
- Majority of the hospitals surveyed are outsourcing the laundry, linen and housekeeping activities. With the regard to the other services such as canteen, medical waste management and arranging security guards were handled by the respective hospitals and only 40% of the hospitals are outsourcing.

Based on the analysis of the status of the healthcare infrastructure, the market prospects for the proposed 280 bed multi-speciality hospital by M/s. Dhanvantra Health Care Private Limited at R.K Salai is considered promising and the hospital is better placed to attract patients from Chennai and from all over the Country.

4 Technical Aspects

4.1 Location

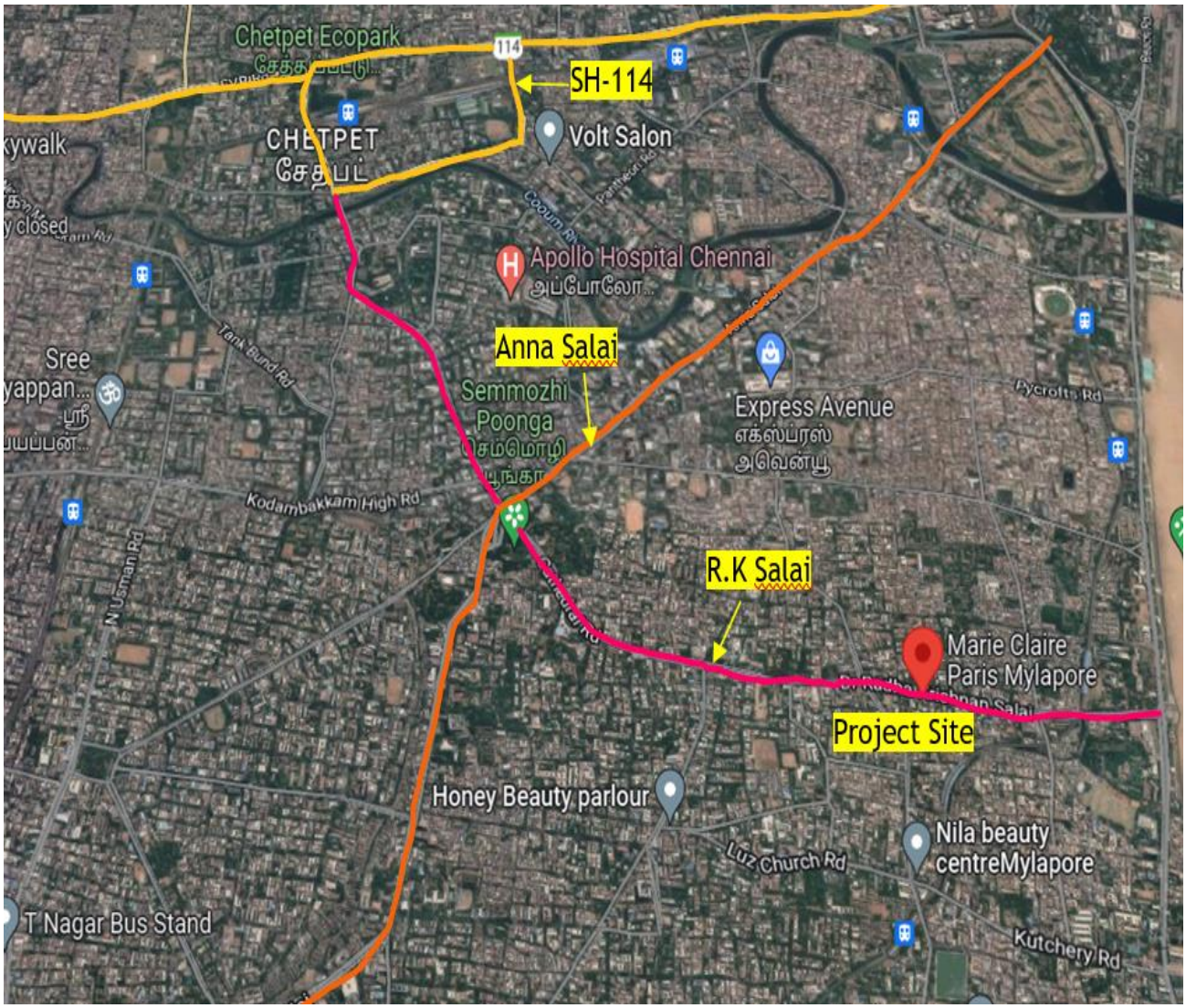
The hospital is to be located at R.K Salai, Mylapore, which is amidst a densely populated area as shown in the maps below:

Map 1: A map showing project site:

Map 2: A map showing project site and its surroundings

4.1.1 Site Connectivity

The site is located on one of the arterial roads in the city as shown in the map below:



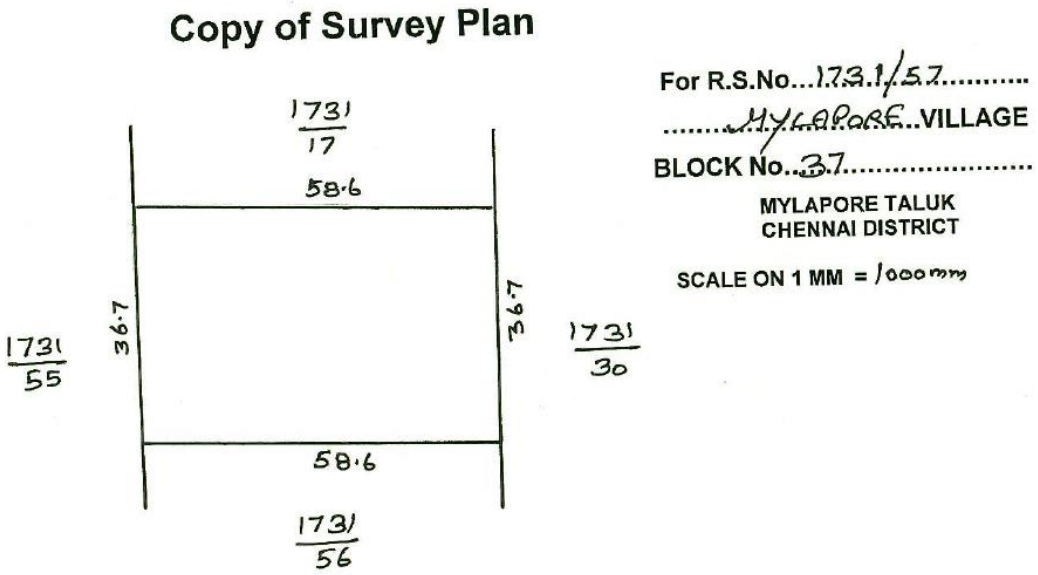
The distance from the project site to important destinations are as follows:

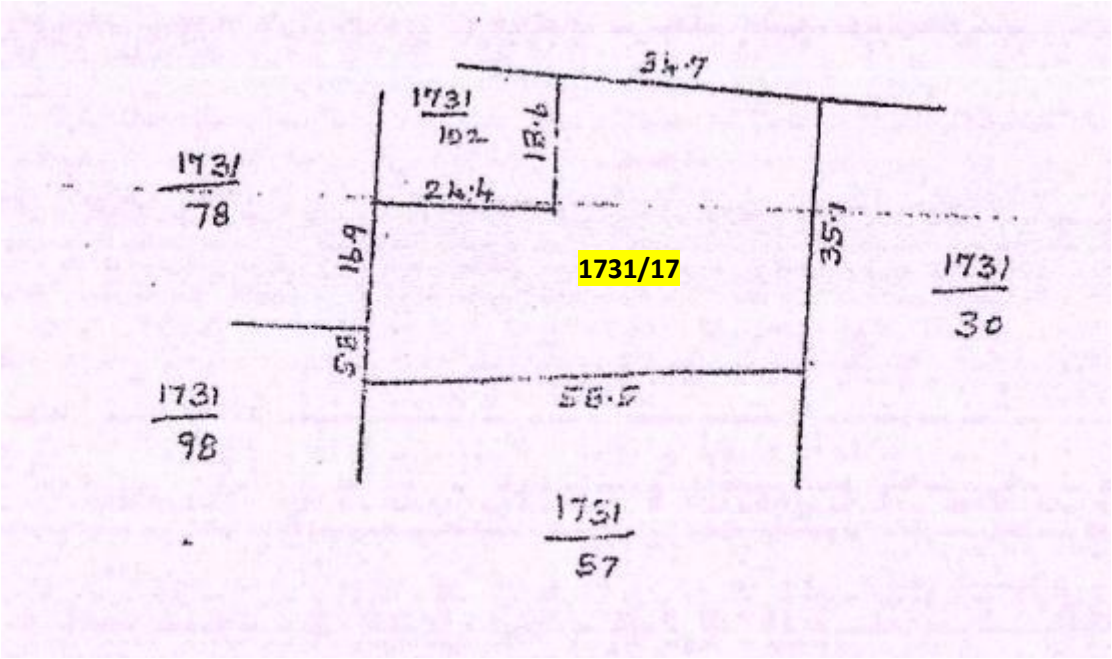
- 1.6 km from Mundakanniamman Railway station
- 2 km from Mylapore Bus stand
- 4.5 km from AG-DMS Metro station
- 7 km from Puratchi Thalaivar Dr. M.G. Ramachandran Central Railway Station
- 17 km from Chennai International airport

Overall, the location has excellent connectivity in terms of road and rail.

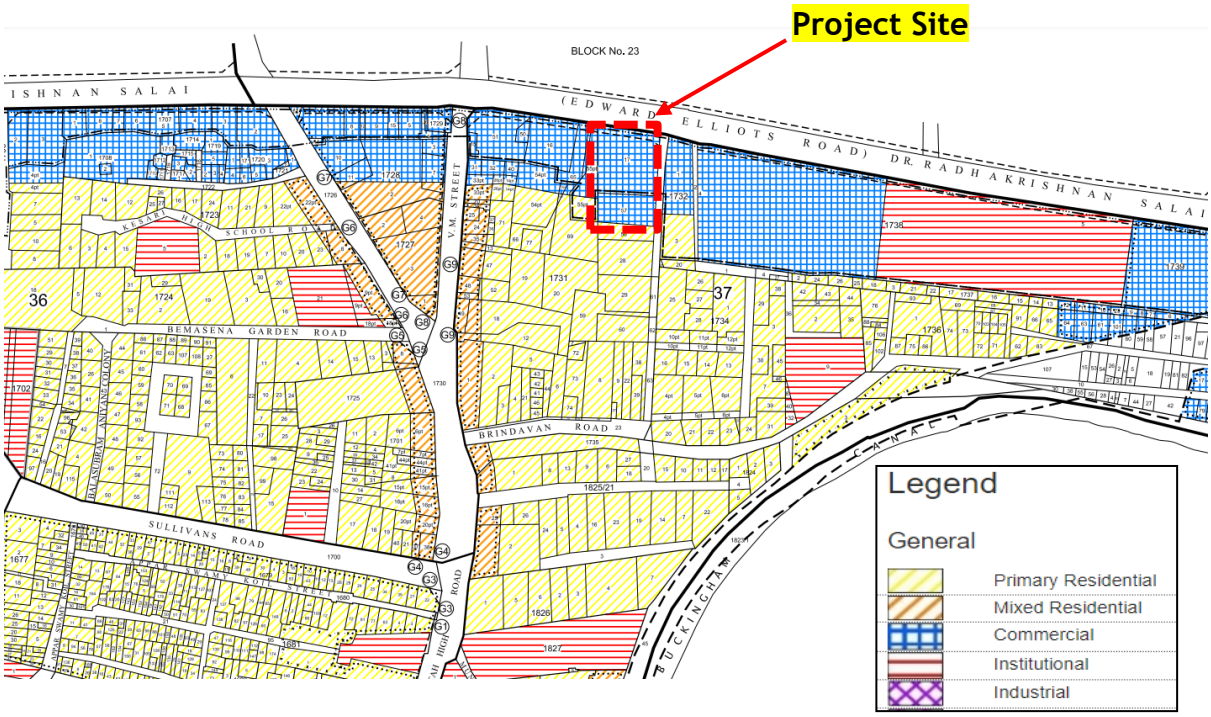
4.2 Land

The Company has purchased 0.965 acres of land along with building at survey nos. 1731/17 & 1731/57, Dr. RadhaKrishnan Salai, Mylapore through One Time Settlement of various financial assistance & facilities availed by M/s Ferdous Hotels Private Limited and M/s. Ferdous Finance Private Limited. The site is in a proper shape and the same is as shown in the FMB sketch below:





The land is designated as "Commercial" as per the Chennai Metropolitan Development Authority (CMDA) Master Plan 2026 as shown below:



Hence, the Company will not have any problem in utilizing the land for the proposed project. Further, the land area is considered adequate for the proposed facility.

Site condition

The site is flat without undulations and houses a RCC structure containing Double Basement floor + Ground + 9 floors. It is surrounded by Dr. Radhakrishnan Salai in the North, Residential Houses in the South, Dr. Radhakrishnan Salai 2nd Street in the East and Residential Houses in the West.

4.3 Building and Civil Work

The existing building was constructed for hotel purposes. The same has to be renovated and the Company has also proposed for construction of a new building for Out Patient Department (OPD) along with Lifts & Ramps. Accordingly, the total built-up area works out to 1,87,389 sq.ft. and the details are as under:

S. No.	Floor	Unit	Nos.	Built up area in Sq. ft
A. OPD Block (New Building)				
1	Basement -2	Sq.ft	1	4,500.00
	Corridor Joint	Sq.ft	1	97.00
2	Basement -1	Sq.ft	1	4,500.00
	Corridor Joint	Sq.ft	1	97.00
3	Ground Floor	Sq.ft	1	1,559.00
	Corridor Joint	Sq.ft	1	97.00
4	First Floor	Sq.ft	1	1,559.00
	Corridor Joint	Sq.ft	1	97.00
5	Second Floor	Sq.ft	1	1,559.00
	Corridor Joint	Sq.ft	1	97.00
6	Third Floor	Sq.ft	1	1,559.00
	Corridor Joint	Sq.ft	1	97.00
7	Fourth Floor	Sq.ft	1	1,559.00
	Corridor Joint	Sq.ft	1	97.00
8	Fifth Floor	Sq.ft	1	1,559.00
	Corridor Joint	Sq.ft	1	97.00
9	Sixth Floor	Sq.ft	1	1,559.00
	Corridor Joint	Sq.ft	1	97.00
10	Seventh Floor	Sq.ft	1	1,559.00
	Corridor Joint	Sq.ft	1	97.00
	Sub Total Area(A)			**22,442.00**
B. Lift & Ramp (New Building)				
1	Basement -2	Sq.ft	1	2,098.40
	Corridor Joint	Sq.ft	1	96.80
2	Basement -1	Sq.ft	1	2,098.40
	Corridor Joint	Sq.ft	1	96.80
3	Ground Floor	Sq.ft	1	2,098.40
	Corridor Joint	Sq.ft	1	96.80
4	First Floor	Sq.ft	1	2,098.40
	Corridor Joint	Sq.ft	1	96.80
5	Second Floor	Sq.ft	1	2,098.40
	Corridor Joint	Sq.ft	1	96.80
6	Third Floor	Sq.ft	1	2,098.40
	Corridor Joint	Sq.ft	1	96.80
7	Fourth Floor	Sq.ft	1	2,098.40
	Corridor Joint	Sq.ft	1	96.80
8	Fifth Floor	Sq.ft	1	2,098.40

S. No.	Floor	Unit	Nos.	Built up area in Sq. ft
	Corridor Joint	Sq.ft	1	96.80
9	Sixth Floor	Sq.ft	1	2,098.40
	Corridor Joint	Sq.ft	1	96.80
10	Seventh Floor	Sq.ft	1	2,098.40
	Corridor Joint	Sq.ft	1	96.80
11	Eighth Floor	Sq.ft	1	2,098.40
	Corridor Joint	Sq.ft	1	96.80
12	Ninth Floor	Sq.ft	1	2,098.40
	Corridor Joint	Sq.ft	1	96.80
	Sub Total Area (B)			**26,342.00**
C. Existing Building				
1	Basement -2	Sq.ft	1	12,702.00
2	Basement -1	Sq.ft	1	12,702.00
3	Ground Floor	Sq.ft	1	12,702.00
4	First Floor	Sq.ft	1	12,702.00
5	Second Floor	Sq.ft	1	12,702.00
6	Third Floor	Sq.ft	1	12,702.00
7	Fourth Floor	Sq.ft	1	10,399.00
8	Fifth Floor	Sq.ft	1	10,399.00
9	Sixth Floor	Sq.ft	1	10,399.00
10	Seventh Floor	Sq.ft	1	10,399.00
11	Eighth Floor	Sq.ft	1	10,399.00
12	Ninth Floor	Sq.ft	1	10,399.00
	Sub Total Area (C)			**1,38,605.00**
	Total Area (A+B+C)			**1,87,389.00**

The built-up area is considered adequate for the proposed facility. The cost of renovation of existing building and construction of new building with puzzle car parking works out to ₹46.33 crores which is observed to be reasonable considering the specifications and type of construction.

4.3.1 Break-up of FSI and Non-FSI Area

The Hospital building consists of two basement floors, ground plus nine floors and a terrace floor. The FSI and Non-FSI area details are as under:

S.No.	Floors	Total Area in Sqm	FSI Area in Sqm		Non FSI Area in Sqm	
			Existing Building	Proposed Building	Existing Building	Proposed Building
1	Basement Floor 2nd	1826.44	1194.4	632.04	-	-
2	Basement Floor 1st	1805.26	1173.22	632.04	-	-
3	G. Floor	1528.87	1173.22	355.65	-	-
4	1st Floor	1539.33	1183.68	355.65	-	-
5	2nd Floor	1539.33	1183.68	355.65	-	-
6	3rd Floor	1539.33	964.77	574.56	-	-
7	4th Floor	1311.81	956.16	355.65	-	-
8	5th Floor	1311.81	956.16	355.65	-	-
9	6th Floor	1311.81	956.16	355.65	-	-
10	7th Floor	1311.81	956.16	355.65	-	-
11	8th Floor	1172.54	956.16	216.38	-	-
12	9th Floor	1172.54	956.16	216.38	-	-
13	Headroom	338.5	-	-	146.92	191.58
	Total Area	**17709.38**	**12609.93**	**4760.95**	**146.92**	**191.58**

4.3.2 Norms as Per Clinical Establishment Act

The Clinical Establishments (Registration and Regulation) Act, 2010 has been enacted by Government of India to provide for registration and regulation of all clinical establishments in the country with a view to prescribe the minimum standards of facilities and services provided by them. The compliance of the facilities proposed as per the act is detailed as under:

S.No.	Description	Norms	Proposed	Compliance
1.	Number of permissible beds	50 Sqm / bed as carpet area. Total carpet area = 17,370.88 Sqm No of beds permissible = 347 Nos (17,370.88/50)	280 Nos	Yes
2.	Ward bed and surrounding space	6 Sqm / bed in addition circulation space of 30% as indicated in total area shall be provided for nursing station, ward store, sanitary etc.	2468 Sqm	Yes

S.No.	Description	Norms	Proposed	Compliance
		Required space = 1320 Sqm (28+38+154)*6)		
3.	For ICU/CCU/Neuro ICU/HDU/Trauma ICU/Renal ICU bed and surrounding space	10.5 Sqm / bed in addition circulation space of 30% as indicated in the total area shall be provided for nursing station, doctors" duty room, store, clean and dirty utility, circulating area for movement of staff, trolley, toilet etc. Required space = 724.5 Sqm (69*10.5)	960 Sqm	Yes
4.	OT for minor procedures	10.5 Sqm in addition circulation space of 30% as indicated in total area shall be provided for nursing station, scrub station, clean and dirty utility, dressing room, toilet etc. Required space = 10.5 Sqm (1*10.5)	29.44 Sqm	Yes
5.	Other areas- nursing station, doctors" duty room, store, Clean and dirty utility, Circulating area, Toilets	10.5 Sqm for clean utility and store and 7 Sq. m for dirty utility and 3.5 Sq. m for toilet. Required space = 241.5 Sqm (23*10.5)	284.65 Sqm	Yes
6.	Operating Room Area	30.5 Sqm per operating room. Required space = 274.5 Sqm (9*30.5)	388.28 Sqm	Yes

S.No.	Description	Norms	Proposed	Compliance
7.	Emergency bed and surrounding space	10.5 Sqm/ bed: in addition, circulation space of 30% as indicated in total area shall be provided for nurse station, doctor duty room store, clean and dirty utility, dressing area, toilet etc. Required space = 724.5 Sqm (69*10.5)	960 Sqm	Yes
8.	Clinical Laboratory	A minimum of space for sample collection, First Aid Room, Processing, Report preparation etc., 700-1500 Square feet in Urban should be available.	289.01 Sqm	Yes
9.	Pharmacy	The size should be adequate to contain 5 percent of the total clinical visits to the OPD in one session at the rate of 0.8 Sqm per patient. Required = 160 Sqm (200*0.8)	199.47 Sqm	Yes

The proposed building complies with the above norms.

4.3.3 Development Control Regulation

Government of Tamil Nadu has notified the "Tamil Nadu Combined Development and Building Rules, 2019". The rules are applicable for all construction / renovation of buildings in the State. Since, the height of the building exceeds 18.30m, it falls under the category of High-Rise Building and the Development Control Rules and its compliance are detailed as under:

No. of Blocks	Nos.	1
No. of floors (Existing Building)	Nos.	B2+B1+G+9 Floors

No. of floors (New OPD Block)	Nos.	B2+B1+G+7 Floors
No. of floors (New Lift & Ramp)	Nos.	B2+B1+G+9 Floors
Plot Area		
As per FMB	Sqm	3907.50
As per Super Imposed Site Area	Sqm	3878.40
Splay Area	Sqm	1.13
Net Plot Area	Sqm	3877.27
Plot Coverage		
Maximum Permissible Plot Coverage	%	50
Achieved Plot Coverage	%	39.43
Floor Space Index (FSI)		
Permissible normal FSI	-	3.25
Permissible premium FSI (50% of normal FSI)	-	1.625
Maximum Permissible FSI	-	4.875
Total FSI Area	Sqm	17370.88
Achieved FSI	-	4.48

The parking requirement for hospitals in Corporation area with a floor area of above 3,000 sqm is 1 car space and 1 Two wheeler space for every 75sq.m or part thereof. Accordingly, the parking requirements are detailed as under:

Parking	Car	Two Wheeler
Required	191	191
Proposed	200	208

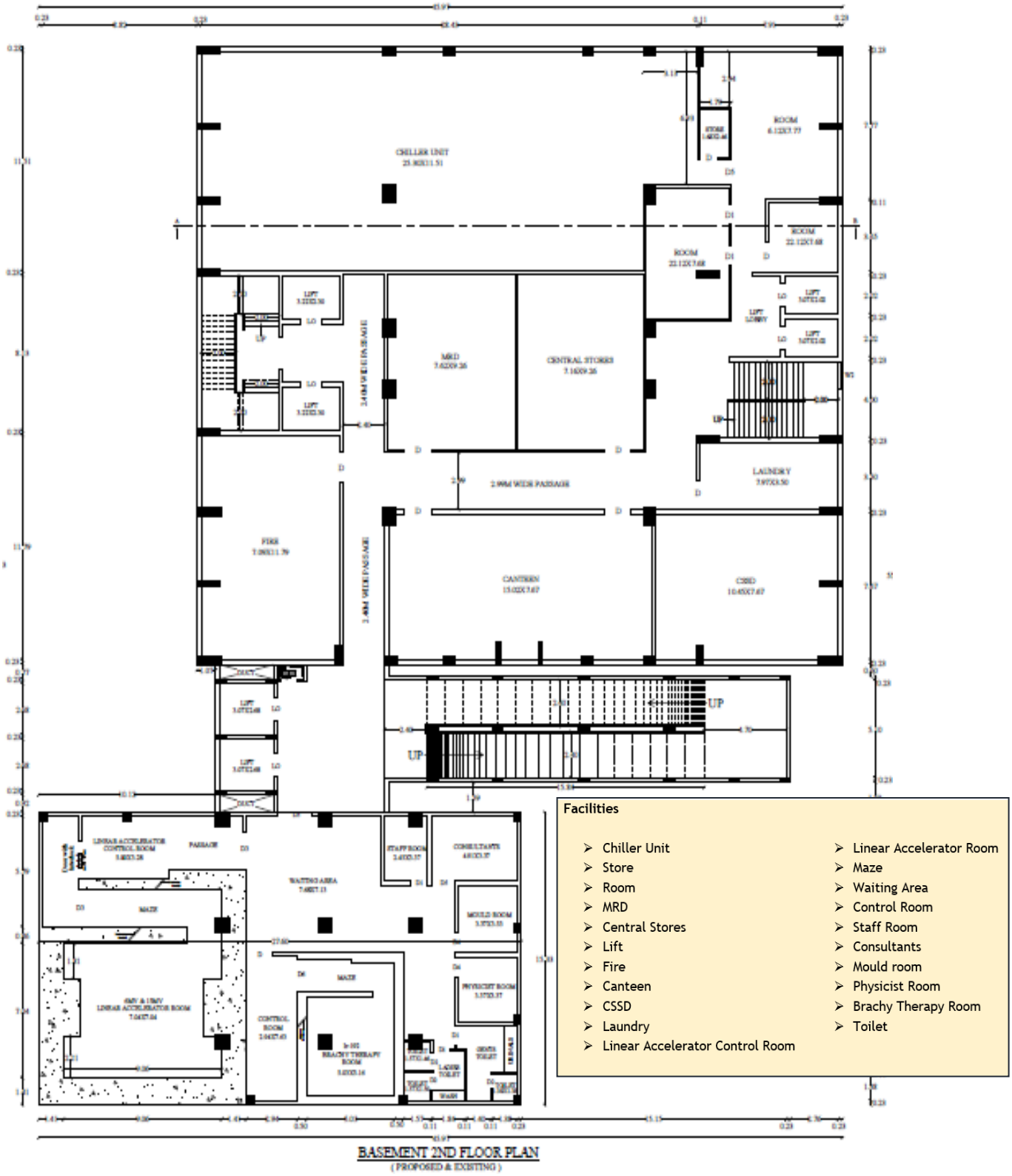
The details of the site extent ,FSI, Set back etc. for Multi- storeyed Building is given below:

S. No:	Description	Units	Dhanvantra Healthcare
1.	Plot extent	Sqm	3877.27
2.	Plot width / frontage	m	34.70
3.	Access Road width	m	30.50
4.	FSI (Including Premium)	-	4.48
5.	Plot Coverage	%	39.43
7.	Building height above G.L	m	37
8.	Building set back all around	m	8.17 (min)
9.	PH Ramps width	m	2.4
10.	PH Ramps slope	-	1:12
11.	Basement Floor Height	m	3.81

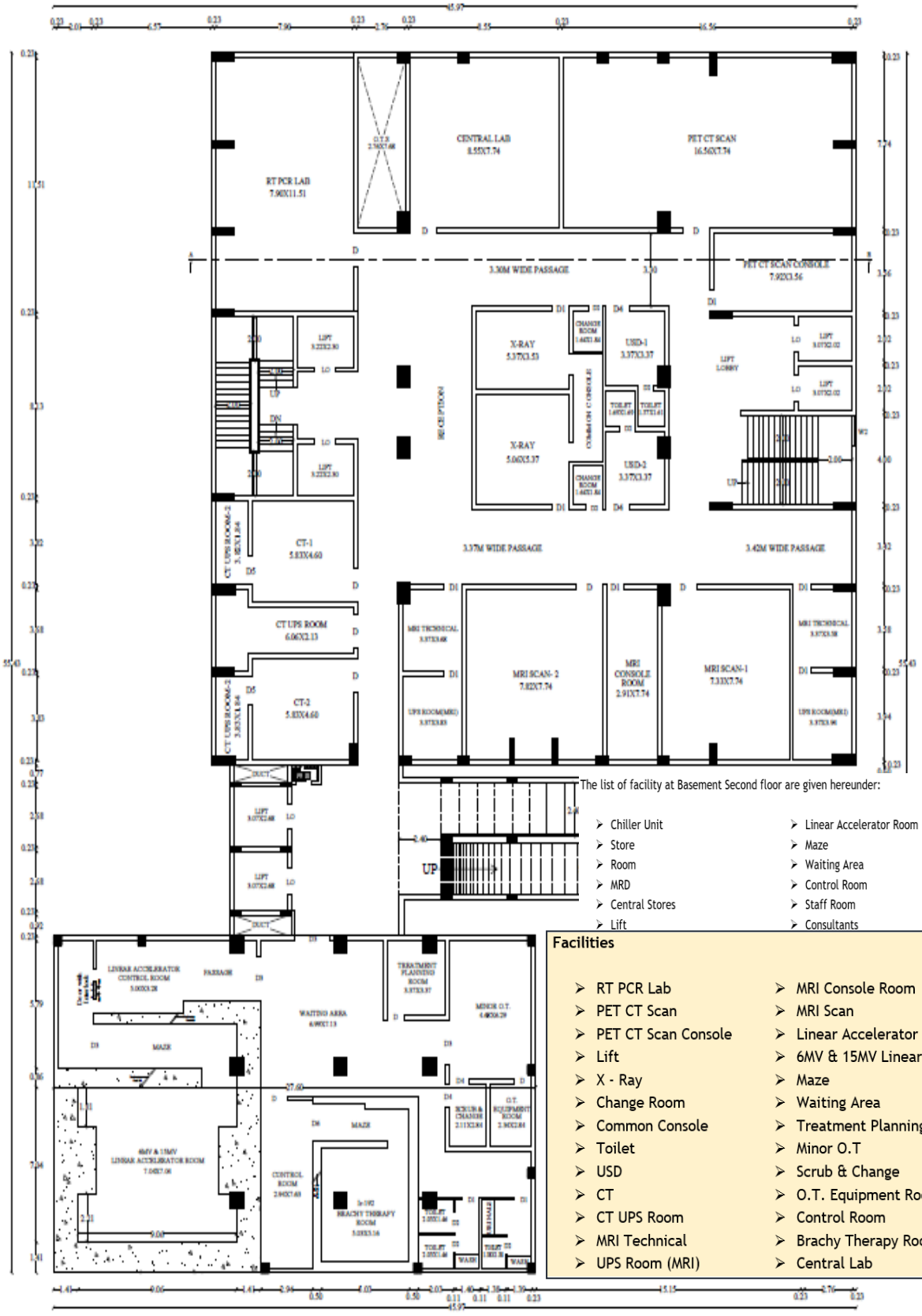
4.3.4 Floor Plan & Stacker Plan

The floor wise plan details and the facility details are as shown below:

Basement Second Floor Plan:



Basement First Floor Plan:



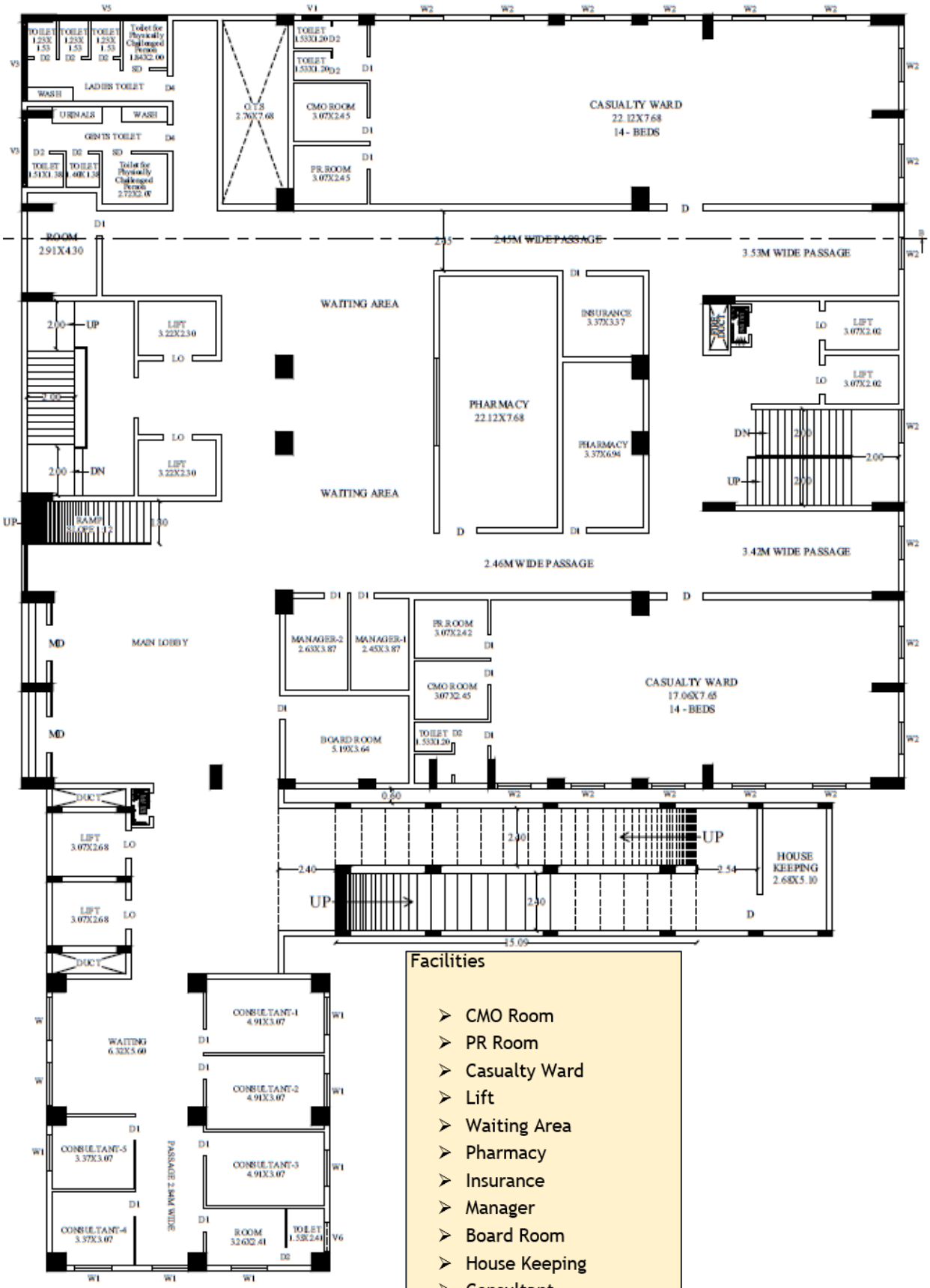
The list of facility at Basement Second floor are given hereunder:

- Chiller Unit
- Store
- Room
- MRD
- Central Stores
- Lift
- Linear Accelerator Room
- Maze
- Waiting Area
- Control Room
- Staff Room
- Consultants

Facilities

- RT PCR Lab
- PET CT Scan
- PET CT Scan Console
- Lift
- X - Ray
- Change Room
- Common Console
- Toilet
- USD
- CT
- CT UPS Room
- MRI Technical
- UPS Room (MRI)
- MRI Console Room
- MRI Scan
- Linear Accelerator Control Room
- 6MV & 15MV Linear Accelerator Room
- Maze
- Waiting Area
- Treatment Planning Room
- Minor O.T
- Scrub & Change
- O.T. Equipment Room
- Control Room
- Brachy Therapy Room
- Central Lab

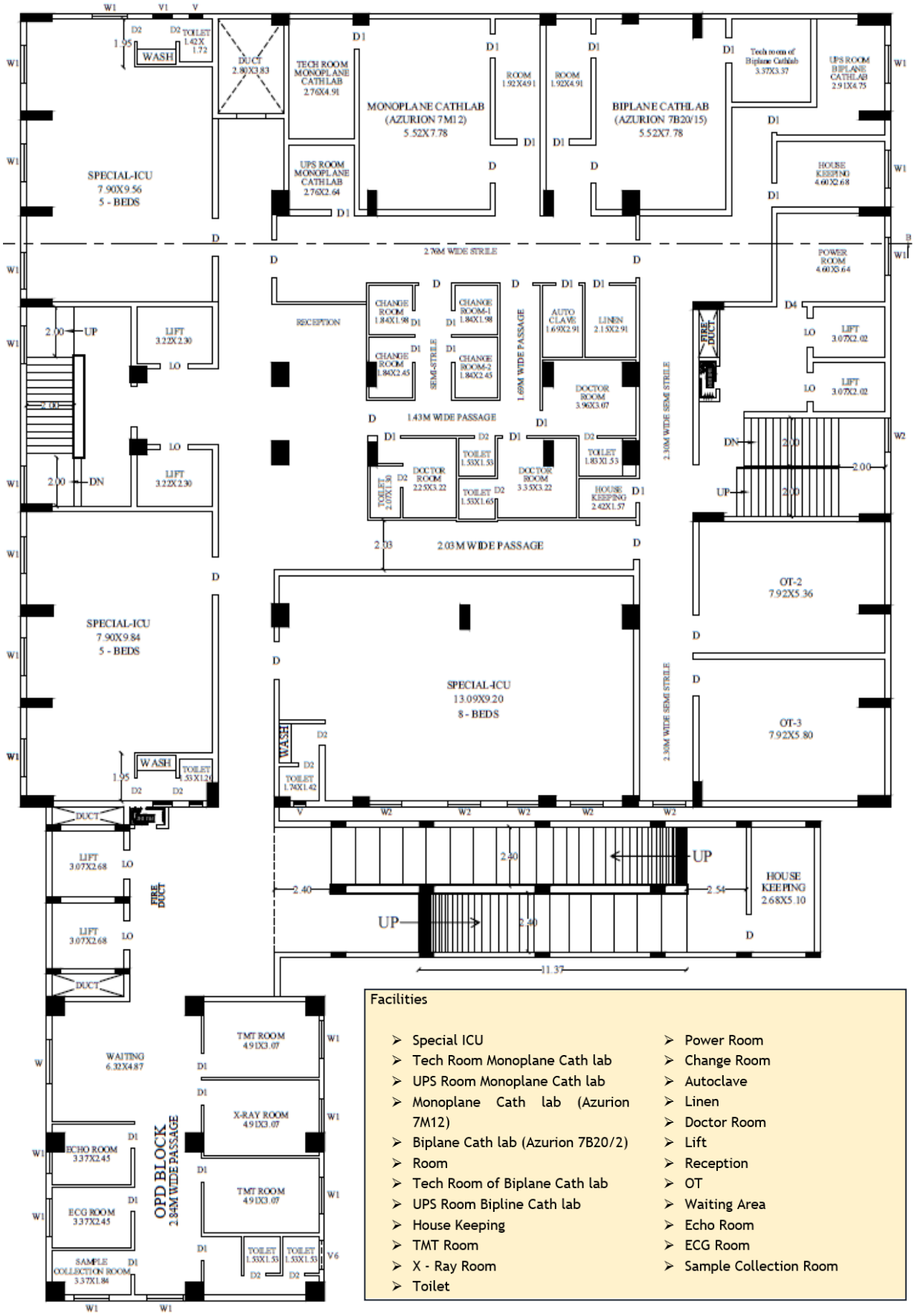
Ground Floor Plan:



Facilities

- CMO Room
- PR Room
- Casualty Ward
- Lift
- Waiting Area
- Pharmacy
- Insurance
- Manager
- Board Room
- House Keeping
- Consultant
- Room
- Toilet

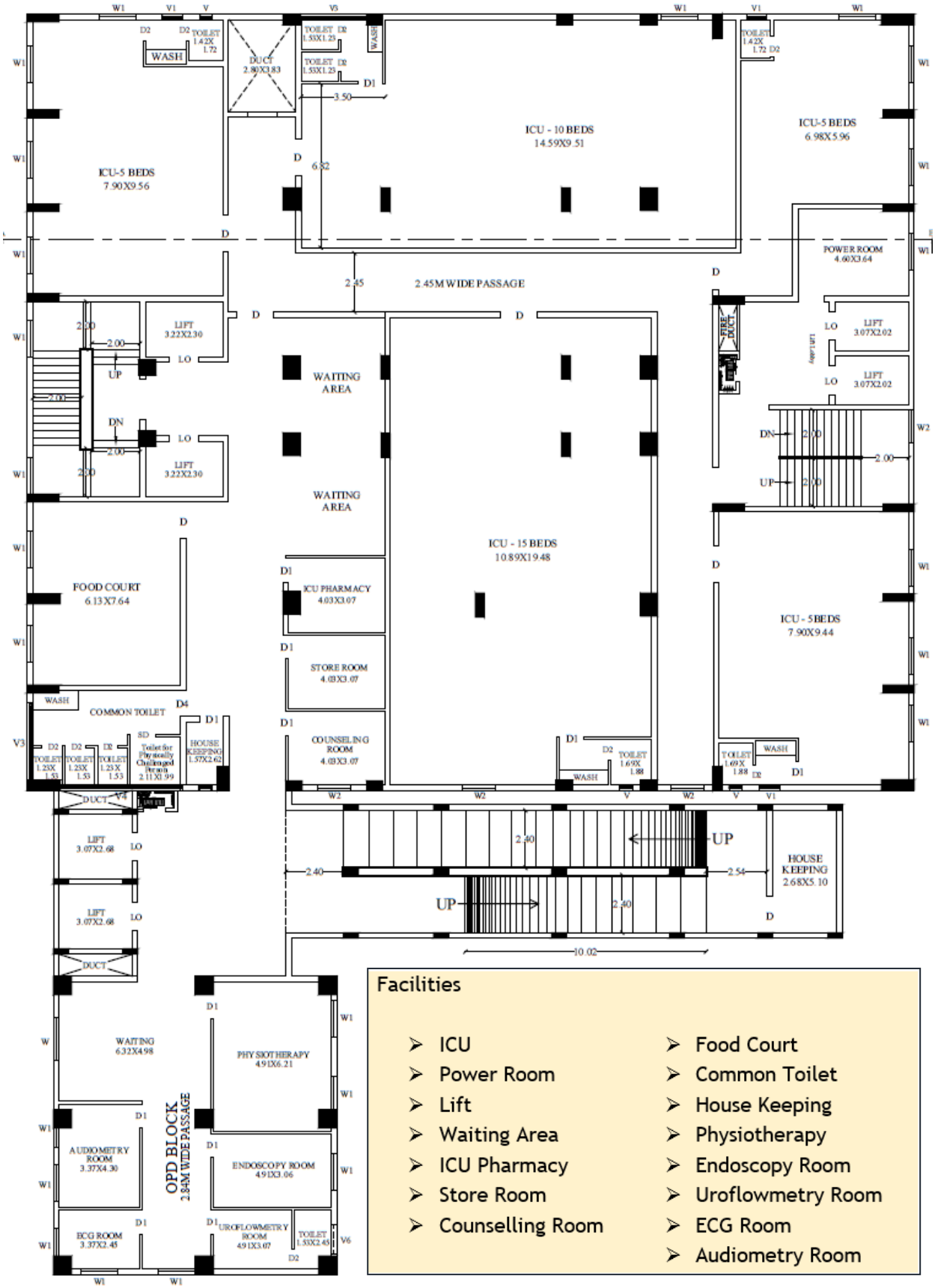
First Floor Plan:



Facilities

- Special ICU
- Tech Room Monoplane Cath lab
- UPS Room Monoplane Cath lab
- Monoplane Cath lab (Azurion 7M12)
- Biplane Cath lab (Azurion 7B20/2)
- Room
- Tech Room of Biplane Cath lab
- UPS Room Bipline Cath lab
- House Keeping
- TMT Room
- X - Ray Room
- Toilet
- Power Room
- Change Room
- Autoclave
- Linen
- Doctor Room
- Lift
- Reception
- OT
- Waiting Area
- Echo Room
- ECG Room
- Sample Collection Room

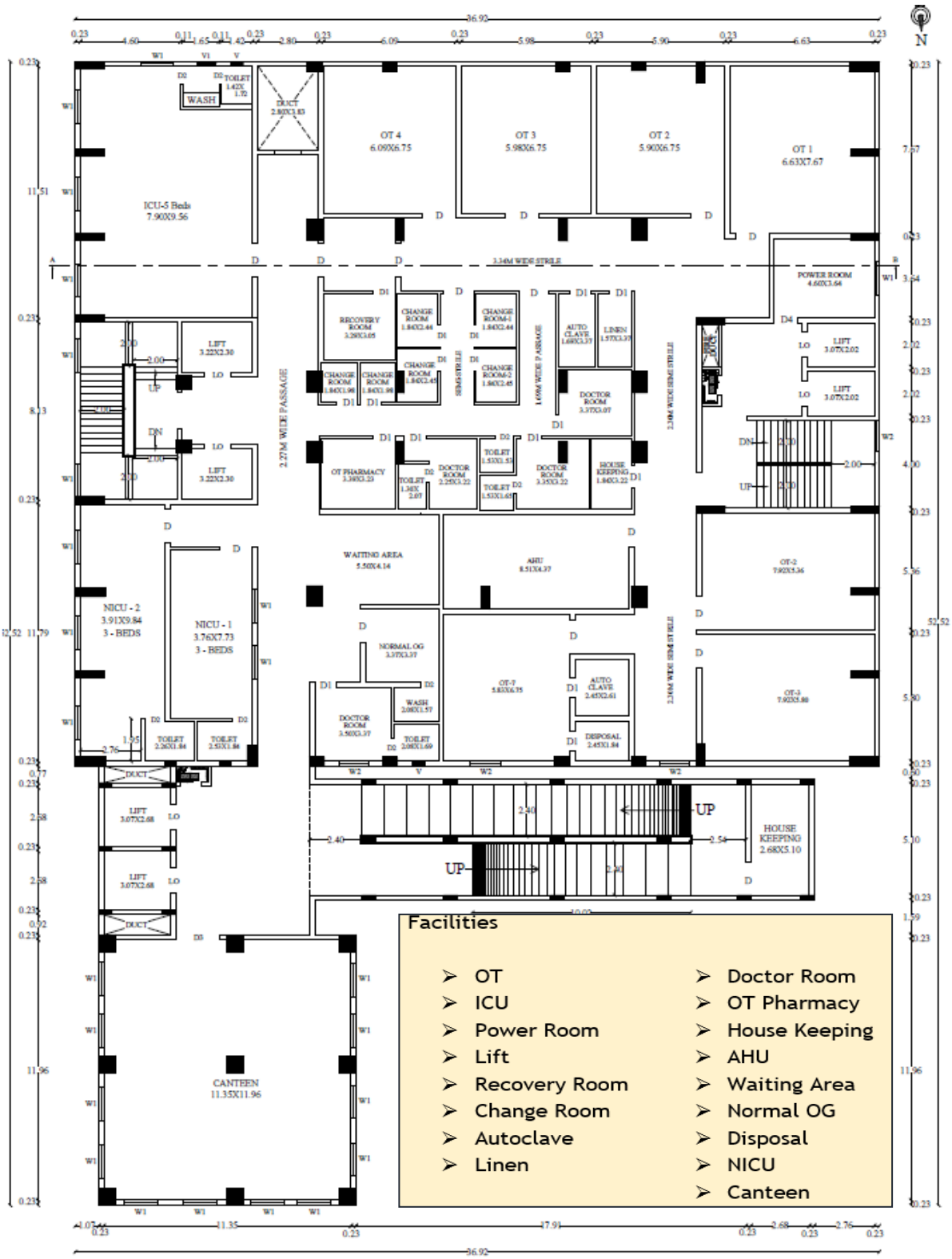
Second Floor Plan:



Facilities

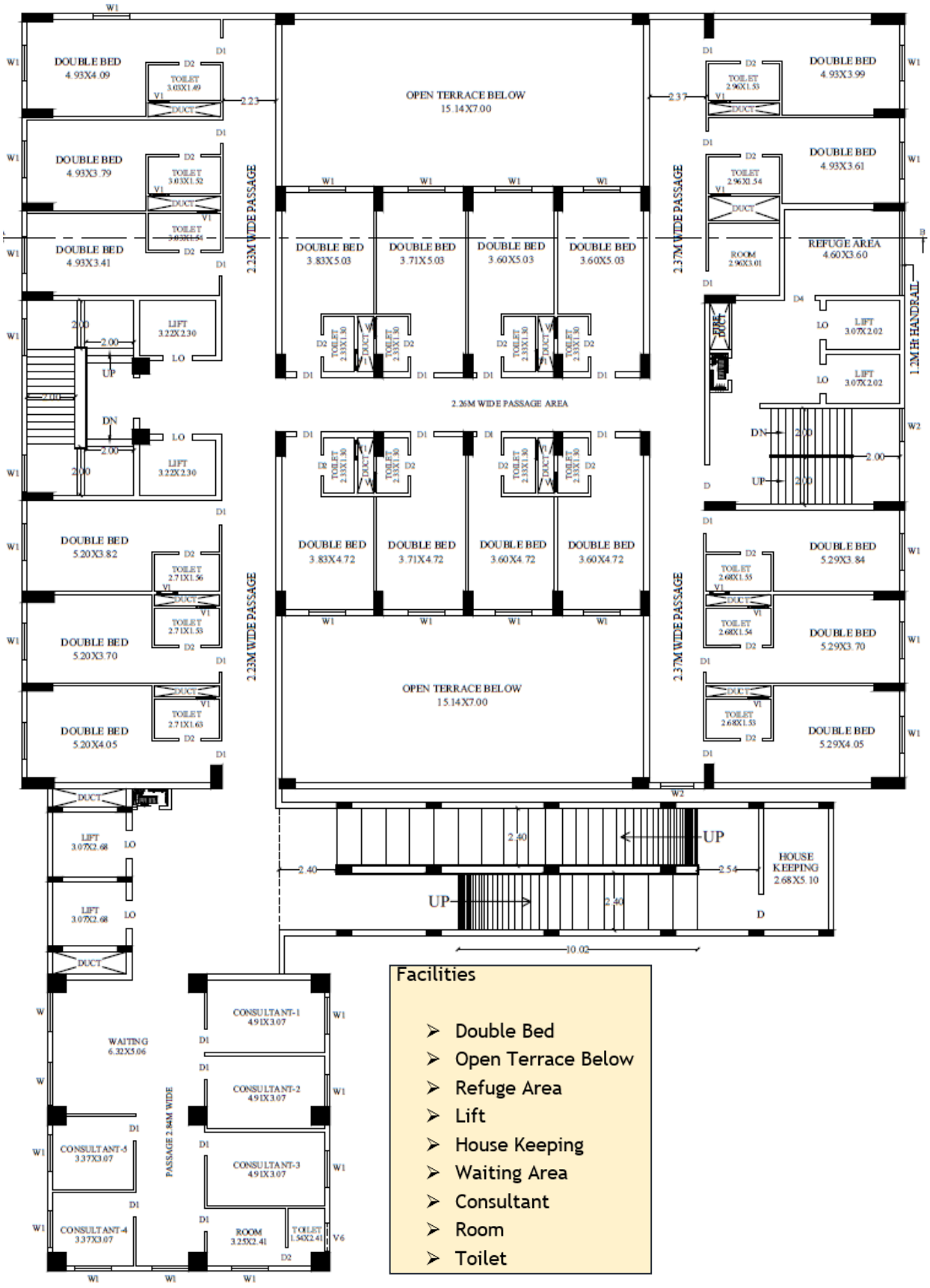
- ICU
- Power Room
- Lift
- Waiting Area
- ICU Pharmacy
- Store Room
- Counselling Room
- Food Court
- Common Toilet
- House Keeping
- Physiotherapy
- Endoscopy Room
- Uroflowmetry Room
- ECG Room
- Audiometry Room

Third Floor Plan:



Fourth Floor Plan:

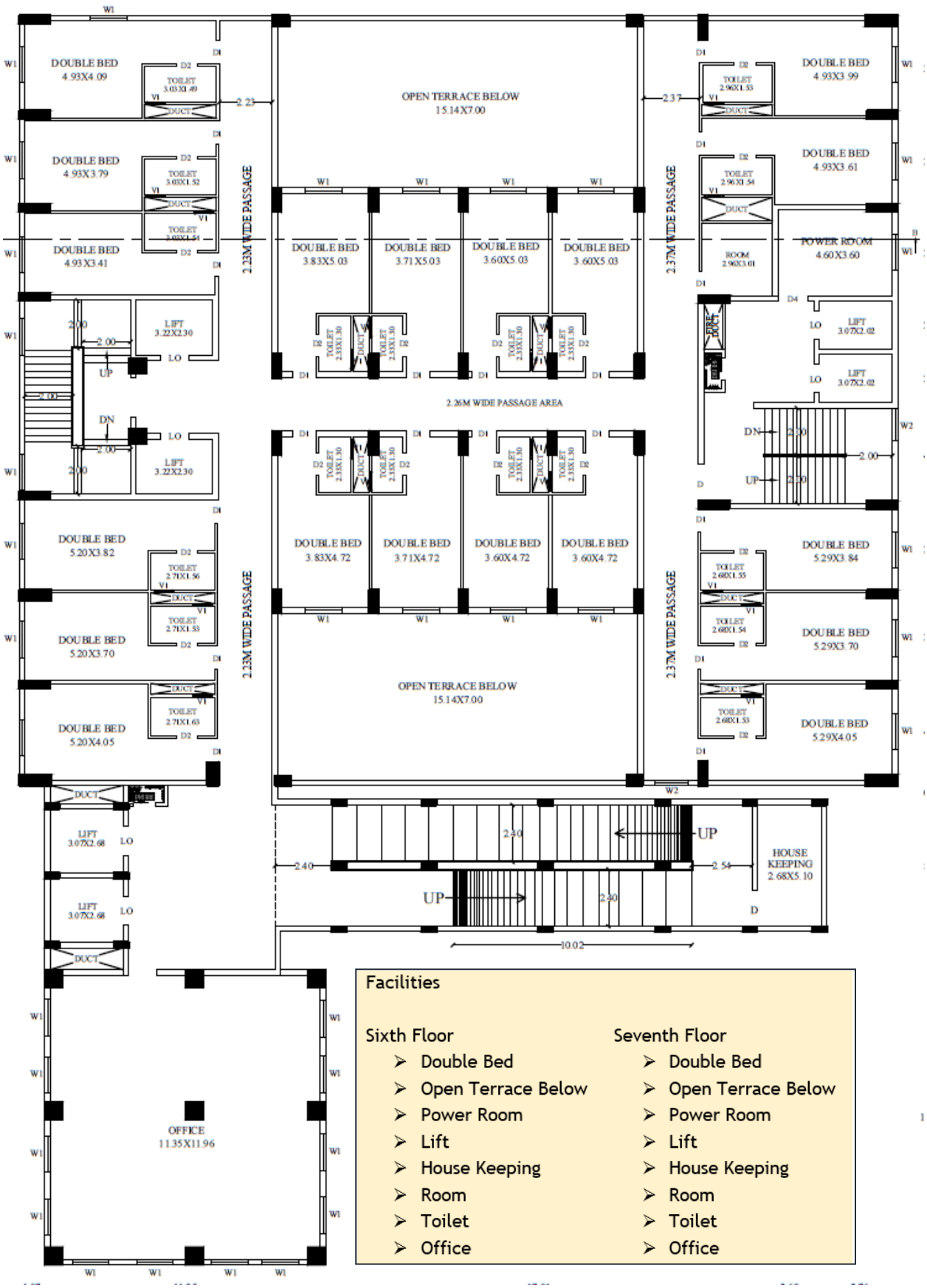
Fifth Floor Plan:



Facilities

- Double Bed
- Open Terrace Below
- Refuge Area
- Lift
- House Keeping
- Waiting Area
- Consultant
- Room
- Toilet

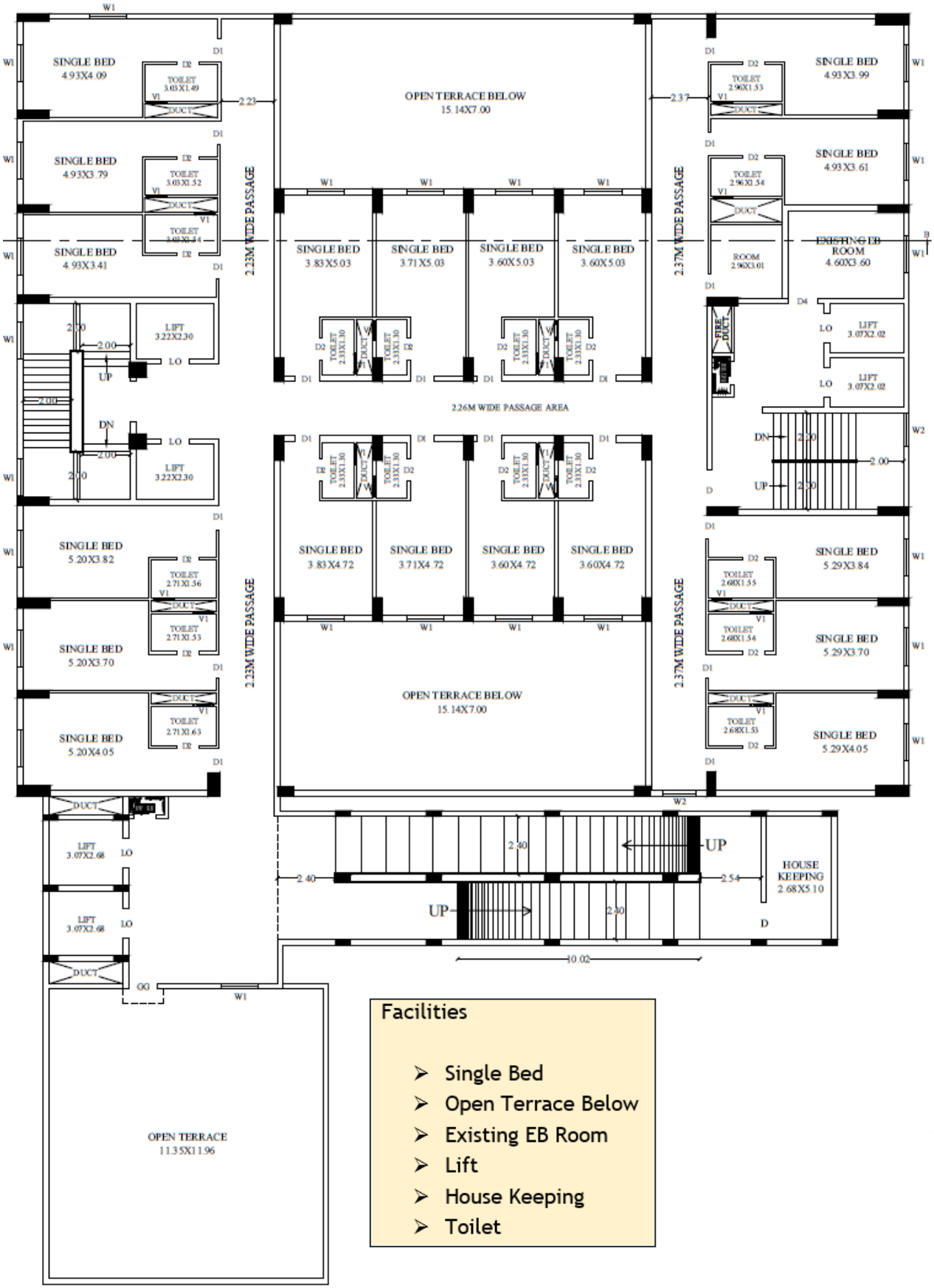
Sixth & Seventh Floor Plan:



Facilities

Sixth Floor	Seventh Floor
➢ Double Bed	➢ Double Bed
➢ Open Terrace Below	➢ Open Terrace Below
➢ Power Room	➢ Power Room
➢ Lift	➢ Lift
➢ House Keeping	➢ House Keeping
➢ Room	➢ Room
➢ Toilet	➢ Toilet
➢ Office	➢ Office

Eighth Floor Plan:



Facilities

- Single Bed
- Open Terrace Below
- Existing EB Room
- Lift
- House Keeping
- Toilet

Nineth Floor

Facilities

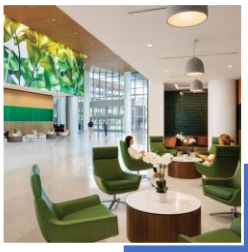
- Single Bed
- Double Bed
- Open Terrace Below
- Lift
- House Keeping
- Toilet

The Floor plan has been planned as per the prevailing hospital practices. Further, the facility can manage the flow of patients in a convenient manner without any constraints.

4.4 Proposed facilities

Proposed Facilities

- ❖280 beds dedicated for catering to Corporate & Institutional patients with 63 ICU and 6 NICU beds
- ❖High end Radiology and Imaging with MRI, CT, Digital X-ray system.
- ❖Equipment for basic medical services and Super-Specialty Services
- ❖Facility to store Blood components, screen and issue
- ❖Portable equipment for ICU, OT and wards.
- ❖OBG department with Labour rooms & Post Labour room
- ❖Full-fledged Sterilization of equipment
- ❖Critical equipment supported by UPS
- ❖Equipment range to handle from Pediatric to adult cases.
- ❖Ambulances equipped with basic & advanced life support systems



Common Amenities

- ❖Admin Office
- ❖Food court
- ❖Lift
- ❖CCTV
- ❖Exclusive service entrance and Exit
- ❖Fire detection and Firefighting arrangement
- ❖Lounge
- ❖Vehicle parking
- ❖Centralized Air-condition facility

The services offered through the hospital is decided based on the treatment need of the primary and other catchments targeted by the hospital.

4.4.1 Brief on Facilities/Services

The general medical services and super specialty services offered at the hospital include the following:

General Medical Services

- Hemodialysis
- Radiology
- General Medicine
- General Surgery
- Pediatrics
- ENT
- Microbiology
- Casualty
- Pathology
- Rehabilitation medicine
- Physiotherapy
- Anesthesiology
- Endocrinology
- Dental Surgery

Super Specialty Services

- Cardiology
- Cardiothoracic Surgery
- Vascular Surgery
- Neurology
- Neurosurgery
- Nephrology
- Urology
- Gastroenterology
- Ophthalmology
- Oncology
- Surgical Gastroenterology
- Orthopedics
- Spine Surgery
- Fertility
- Gynecology
- Plastic Surgery
- Pediatric Surgery
- Obstetrics

4.4.2 Medical equipment and Technology

The list of medical equipment and allied equipment proposed for various functional departments is provided hereunder:

a) Orthopaedic, Neurology and Neuro-surgery

The list of facilities required for the operation of Orthopaedic, Neurology and Neuro-surgery department are as follows:

- C- Arm
- Laminar flow
- Hepa filter ,DVT prophylaxis protocol
- Arthroscopy equipment
- Operating microscope, Specialty ICU
- Stryker Frame

b) Urology department

The list of facilities required for the operation of Urology department are as follows:
`

- C- Arm
- Laminar flow
- Hepa filter ,DVT prophylaxis protocol
- Arthroscopy equipment
- Operating microscope, Specialty ICU
- Stryker Frame

c) Obstetrics & Gynaecology

The list of facilities required for the operation of Obstetrics & Gynaecology department are as follows:

`

- Laparoscopy equipment & monitor with video recording facility
- Well-equipped ICU with central oxygen/suction, multipara monitors, defibrillators, emergency medical tray & manned ICU
- ICU - with functioning ventilators, Anesthetic Back up including Epidural
- Colposcopy, Cardiotocograph, Cryotherapy
- Transvaginal USG, Neonatology back up
- Pathology Lab with tissue storage facility up to 6 months

d) Medical Oncology

The list of facilities required for the operation of Medical Oncology department are as follows:

- USG guided nerve/ganglion blocks
- CT/ C arm guided nerve/ ganglion blocks
- Fully equipped Terminal care facility

e) Gastroenterology

The list of facilities required for the operation of Gastroenterology department are as follows:

- Endoscopes (including, Colonoscopes, Laryngoscopes, Bronchoscopes, ERCP etc.).
- In house Lab facility for evaluation/assessments (HD HLA Matching)
- Post-transplant Step down ICU with Emergency medicines tray, Laryngoscope, ET tubes, defibrillator

f) Paediatric and Paediatric Surgery

The list of facilities required for the operation of Paediatric and Paediatric Surgery departments are as follows:

- Fully equipped NICU - NICU with central oxygen/suction, Multi Para Monitors (MPMs), defibrillators, Laryngoscopes, ET tubes and emergency medical tray
- Warmers/incubators
- Transport incubators
- Ventilators
- PICU with central oxygen/suction, Multi Para Monitors (MPMs), defibrillators, Laryngoscopes, ET tubes and emergency medical tray

g) General Surgery, Plastic Surgery

The list of facilities required for the operation of General Surgery and Plastic Surgery departments are as follows:

- Tissue expanders, automated skin graft Harvest and pin punching machines and Plasty equipment's
- Operating Microvascular Microscopes
- Burns ward with Physiotherapy / Rehabilitation

h) Vascular Surgery and Cardio-thoracic

The list of facilities required for Vascular Surgery department is as follows:

- In-house conventional angiogram with fluoroscopy suite
- Doppler and portable Doppler
- Surgical vascular equipment including for micro vascular surgery (vascular clamps, forceps, needle holders, operating microscope etc.) with fully equipped ICU
- Radio frequency ablation machine with relevant disposables/catheters/leads

The list of facilities required for Cardio-thoracic department is as follows:

- Cathlab, Cardio-thoracic Operation Theatre with Cardiopulmonary by-pass equipment
- CCU (Coronary Care Unit) with number of functioning ventilators, central oxygen/suction, Multi Para Monitors (MPMs), defibrillators, emergency medical tray
- Post OP CTS Ward with number of ventilators
- Radio frequency ablation machine and 3D mapping
- Facilities for pacemaker implantation, Treadmill Test (TMT), Transesophageal ECHO, Epicardial ECHO

i) Haemodialysis

The list of facilities required for Haemodialysis department is as follows:

- ICU with High dependency (HD) ward.
- Physical separation of Seropositive HD ward Dialyzer, Tube reuse
- Separate machines for seropositive cases
- Dialysis membranes/tubes storage in Pigeon holes/Closed Boxes

Thus, the proposed super-specialties and requisite high-end diagnostic & radiology facilities will ensure holistic and complete care to patients under one roof.

4.4.3 Allocation of Hospital Bed

Based on the specialities proposed, projected no. of admissions, targeted population etc., the beds have been allocated as given in the table below:

S.No.	Category	No. of Beds
1	ICU	63
2	NICU	6
3	Single	39
4	Double	144
5	General Ward	28
	Total	280

4.5 Machinery and Equipment

The list of Medical Equipment proposed for the facility is given in the table below:

S. No	Name of the Equipment	Qty	Specialities
1	Advanced Anaesthesia Workstation	6	Operation Theatre
2	Bone Densitometer	1	Diagnostic
3	C-Arm	5	Diagnostic
4	Cathlab	1	Operation Theatre
5	CT Scanner 128 slice	1	Cardiology
6	Defbrillator - AED, Pacing	25	Radio-Diagnosis
7	Endoscopy HD system (Complete)	1	Operation Theatre
8	Bronchoscope	1	Diagnostic/ Gastroenterology
9	Gamma Camera (SPECT Scanner)	1	Radiotherapy
10	Holter with 24 Hours Recorder	2	Cardiology
11	ICU Cot	69	Health Care
12	Laproscopy with Instruments	3	Gynae/Uro/ Surgery
13	Linac (Linear Acclerator)	1	Radiotherapy
14	Mammogram	1	Radio-Diagnosis
15	Multipara Monitor - 12"	150	Health Care/ICU
16	MRI 3.0 Tesla	1	Radio-Diagnosis
17	Neuro Drill with instruments	1	Neuro/Brain/Spine
18	Neuro Microscope	1	Neuro/Brain/Spine
19	Neuro Navigation	1	Neuro/Brain/Spine

S. No	Name of the Equipment	Qty	Specialities
20	USG E10 - (Ultra Sonogram)	5	Radio-Diagnosis
21	ICU Ventilator	40	Health Care/ICU
22	Ward Cot	211	Health Care
23	X-Ray 1000 mA	2	Radio-Diagnosis
24	ECG	1	Radio-Diagnosis

The Company has proposed to purchase the Machinery and equipment from reputed suppliers that include M/s Philips India Ltd, M/s Siemens Healthineers India LLP, etc. The suppliers are well known names in the industry and the cost of machinery and equipment for the proposed facility is estimated at ₹97.65 crores, which appears to be reasonable considering the range and the make. The quotations for the machineries and equipment are attached in **Annexure - VI.**

4.6 Manpower

The performance of the hospital depends mainly on medical and paramedical manpower, the management has proposed to recruit/engage suitable professionals for employment, after thorough assessment of their credentials. The list of manpower requirement for the proposed facility is given in the table hereunder:

Description	Nos.
Clinical Staffs	
Resident Doctor	70
General Duty Medical Officer	10
Medical Superintendent	10
Nursing Superintendent	15
Nurse	600
Physiotherapist	10
Non-Clinical Staffs	
Lab Technician	30
X-Ray Technician	30
OT Technician	70
Ward boy	70
Administration Staffs	
Accounts Head	8
Admin staff	6
IT Manager	6

Description	Nos.
Billing Clerk	15
Receptionist	40
Others	
Housekeeping	100
Driver	15
Security Guard	75
Electrician	10
Plumber	10
Total	**1200**

Other than the above, the following Specialist Doctors will be involved on Revenue Sharing Basis are given hereunder:

Description	% Share
OPD Consultation Income Share	70%
Lab Test per OPD Patient	20%
Lab Test per In Patient	20%
X - Ray per OPD Patient	20%
X - Ray per In Patient	20%
Ultrasound Charges per patient	25%
Physiotherapy per patient	30%
Neuro/Brain/Spine surgery Charges per Patient	30%
Chemo Therapy Charges per Patient	30%
Radiotherapy Charges per Patient	30%
Cardiac Specialty Charges per Patient	30%
Limb Transplantation Charges per Patient	30%
Paediatric Care Charges per Patient	30%
Gynaecology	
- Caesarean Charges per Patient	30%
- Normal Delivery Charges per Patient	30%
Other care Charges per Patient	30%

Chennai with about 5 medical colleges and more than 15 nursing colleges renders easy availability of qualified and skilled manpower. Hence, no difficulty is envisaged in sourcing the required manpower.

4.7 HVAC

The existing building has a centralized Heating, ventilation, and air conditioning (HVAC) system of capacity 750 Tons of Refrigeration (TR). A refrigeration ton is approximately equivalent to 12,000 BTU or 3,517 watts.

The available system would adequately meet the requirements of proposed hospital. The air changes per hour in various sections would be ensured to follow the norms of the national building code

Accordingly, the cost of repairing the existing HVAC system is estimated to be ₹4.00 crores.

4.8 Power

The total connected load for operating the proposed facility is estimated to be 1500 KVA. Considering the connected load and the availability of a Transformer of capacity 1250 KVA in the premises, it is proposed to install an additional transformer of capacity 1000 KVA.

Hospitals require uninterrupted power supply since medical procedures involve human lives. To meet this contingency, a backup power supply for the entire connected load is proposed. The premises already houses a generator of capacity 600 KVA, so it is proposed to provide an additional generator of capacity 1000 KVA to cater the anticipated peak demand.

The company has applied for the HT power connection with TANGEDO. Since the project is under construction, temporary connection from TANGEDCO has been obtained. Upon obtaining completion certificate from CMDA, commercial connection will be obtained.

4.9 Water

As per the National Building Code guidelines, the water requirement of a hospital (excluding laundry and kitchen) with number of 100 or more beds is as follows:

450 Litres per Head for IP
15 Litres per Head for OP

Accordingly, the water requirement of the proposed hospital is estimated at 130 KLD. The building has an OHT and Sump and the details are as under:

	Dimension (L X B X D)	Volume (m^3)
OHT	16' X 6'3" X 21'	59.40
Raw water sump	18' X 17' X 15'	130
RO water sump	18' X 17' X 15'	130
Waste water sump	8' X 16' X 21'	76

The hospital will get water supply connection from Chennai Metropolitan Water Supply and Sewerage Board.

As such, no problem is envisaged in sourcing the required quantity of water.

4.10 Sewage Treatment Plant (STP)

The quantity of the domestic waste water (sewage) shall not exceed as per the Consent to establish that will be obtained from State Pollution Control Board.

The building has an STP of capacity 125 KLD with the following dimension:

	Dimension (L X B X D)	Volume (m^3)
Level 1	16' X 8' X 21'	80.50
Level 2	15'6"X 12'3" X 21'	112.90
Level 3	17'9"X 12'3" X 21'	129.30

The existing capacity is sufficient to handle the sewage generated by the proposed hospital and the processed water shall be used for gardening purposes.

4.11 Healthcare Waste Management

The healthcare waste includes all the waste generated by health-care establishment including laboratories. As per WHO, between 75% and 90% of the waste produced by health-care providers is non-risk or "general" health-care waste, comparable to domestic waste. It comes mostly from the administrative and housekeeping functions of health-care establishments and may include waste generated during maintenance of health-care premises. The remaining 10-25% of healthcare waste is regarded as hazardous and may create a variety of health risks.

The Biodegradable waste will be disposed through Corporation Provisions and the Non-Biodegradable/recyclable waste will be handed over to the Authorized Recyclers. The Biomedical Waste generation should be disposed through Authorized Common Facilitator.

Categories of health care waste is given hereunder (Source: WHO):

- **Infectious waste:** Waste contaminated with blood and other bodily fluids (e.g., from discarded diagnostic samples), cultures and stocks of infectious agents from laboratory work (e.g., waste from autopsies and infected animals from laboratories), or waste from patients with infections (e.g., swabs, bandages and disposable medical devices);

- **Pathological waste:** Human tissues, organs or fluids, body parts and contaminated animal carcasses.

- **Sharps waste:** syringes, needles, disposable scalpels and blades, etc.

- **Chemical waste:** for example, solvents and reagents used for laboratory preparations, disinfectants, sterilant and heavy metals contained in medical devices (e.g., mercury in broken thermometers) and batteries.

- **Pharmaceutical waste:** expired, unused and contaminated drugs and vaccines.

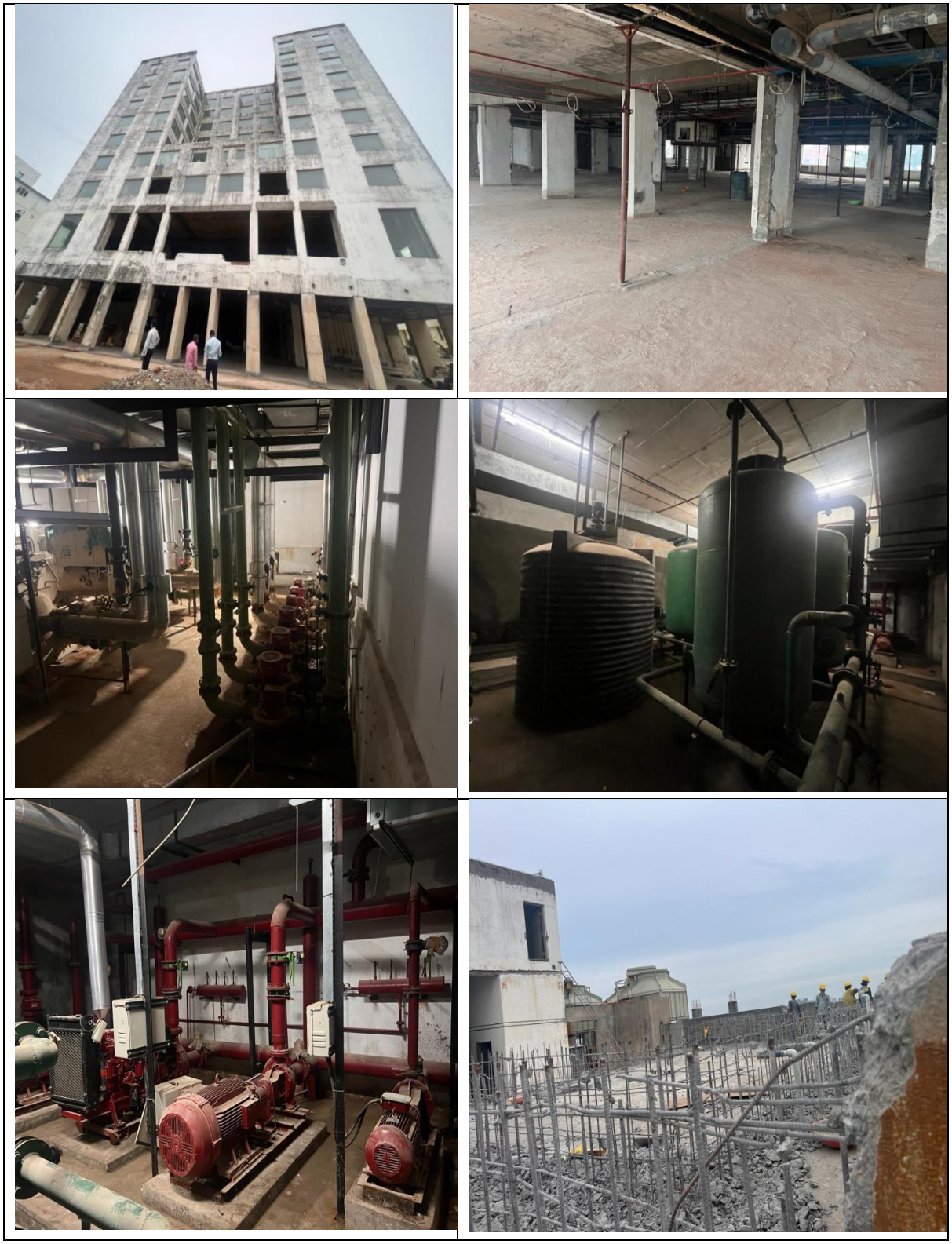
- **Cytotoxic waste:** waste containing substances with genotoxic properties (i.e., highly hazardous substances that are, mutagenic, teratogenic, or carcinogenic), such as cytotoxic drugs used in cancer treatment and their metabolites.

- **Radioactive waste:** such as products contaminated by radionuclides including radioactive diagnostic material or radiotherapeutic materials.

- **Non-hazardous or general waste:** waste that does not pose any biological, chemical, radioactive or physical hazard.

4.12 Site Photos

ITCOT officials visited the site on 08.09.2022 and the photographs captured at the time of site visit is presented hereunder:



4.13 Statutory Approvals

The list of clearances required for a hostel are as follows:

Pre-Establishment Stage

Licenses, Permits and Registrations	Agency / Authority
No Objection Certificate for multi-storeyed building	Tamil Nadu Fire & Rescue Service
Building Plan Approval	Chennai Metropolitan Development Authority
Consent to Establish	Tamil Nadu Pollution Control Board
Statutory Approval for Electrical drawing	Electrical Inspectorate – Government of Tamil Nadu
Permission to erect the lift	Electrical Inspectorate – Government of Tamil Nadu

Pre-Operational Stage

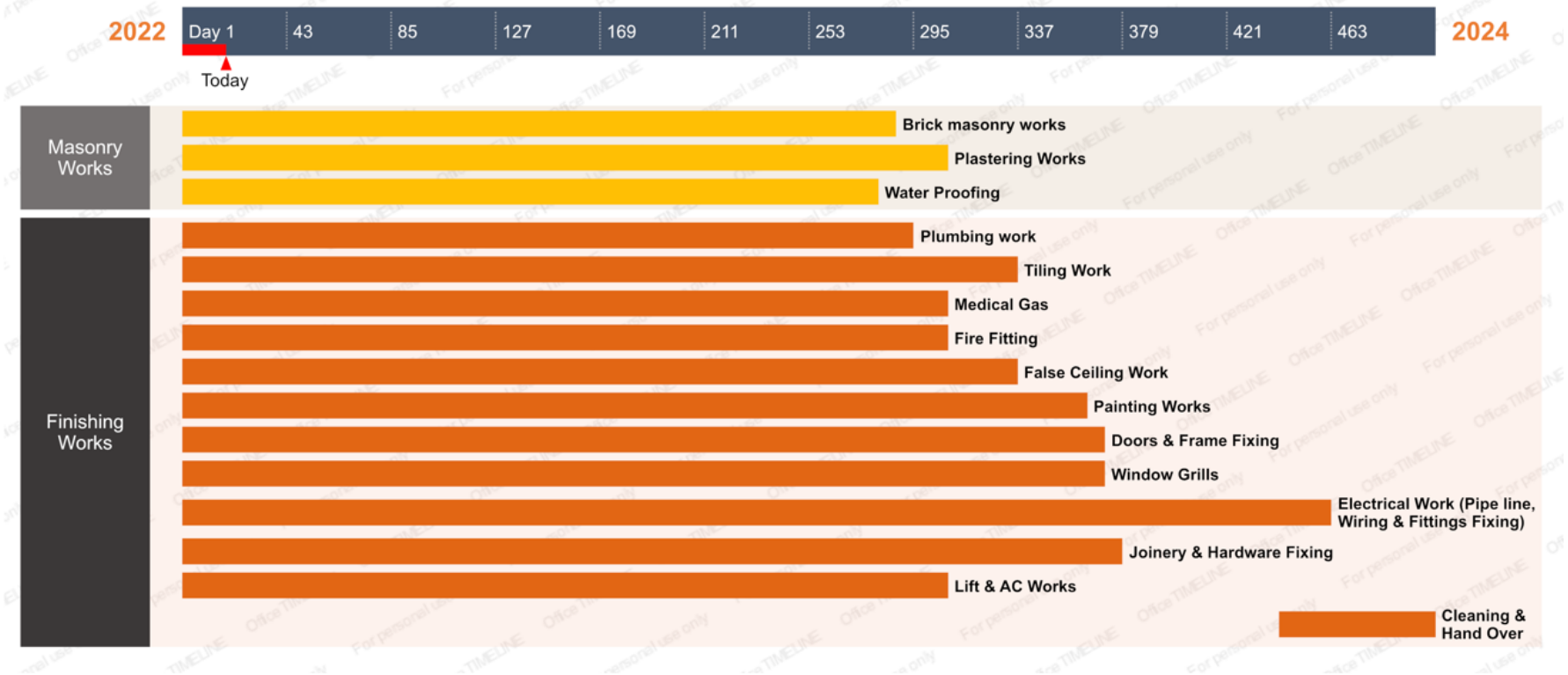
Licenses, Permits and Registrations	Act / Rules / Regulations / Codes	Agency / Authority
Trade license	-	Greater Chennai Corporation
Completion Certificate	Tamil Nadu Combined Development Building Rules 2019	Chennai Metropolitan Development Authority
Medical termination SO Pregnancy (MTP)	Medical Termination of Pregnancy Act, 1971	Directorate of Health services
Clinical Establishment Certificate	The Clinical Establishment (Registration & Regulation) Act, 2010	Directorate of Health services
Sanitary Certificate	-	Public Health Department
Registration for use of ultrasound	Pre-Conception and Pre-Natal Diagnostic Techniques Act, 1994	Directorate of Health services
Drug license for pharmacy and medical store in hospital.	Drugs and cosmetic Act 1940 and rules 1945	Drug controller of concerned state / India.
Permit for use of Injection Morphine,	Narcotic drugs and psychotropic substances	Excise department.

Licenses, Permits and Registrations	Act / Rules / Regulations / Codes	Agency / Authority
pethidine and Other such drugs.	Act and rules 1985 and Manufactured drug rules 1960	
License and approval for Scanners, X-ray machine etc.	-	Atomic Energy Regulatory Board
License for installation of cylinders and manifold services. (If required)	Indian Explosives Act 1884 and rules	Chief Controller of Explosives.
Registration for handling and management of Biomedical waste	Biomedical waste (management and handling rules) 1998	Tamil Nadu Pollution Control Board
License for running blood bank / BTS	Drugs and cosmetic Act 1940 and rules 1945	Drug controller of concerned state / India
License for installation of Liquid oxygen tanks, cylinders and manifold services.	Indian Explosives Act 1884 and rules	Chief Controller of Explosives.
Consent to Operate	Air (prevention and control of pollution) Act, 1981 & Water (prevention and control of pollution) Act, 1974	Tamil Nadu Pollution Control Board
Fire License	-	Tamil Nadu Fire & Rescue Service
Obtaining High Tension Connection	-	Tamil Nadu Generation and Distribution Corporation
Safety Certificate	-	Electrical Inspectorate - Government of Tamil Nadu
License for working of lift	-	Electrical Inspectorate - Government of Tamil Nadu
FSSAI License for Canteen/ Kitchen	-	Food Safety and Standards Authority of India, MOHFW

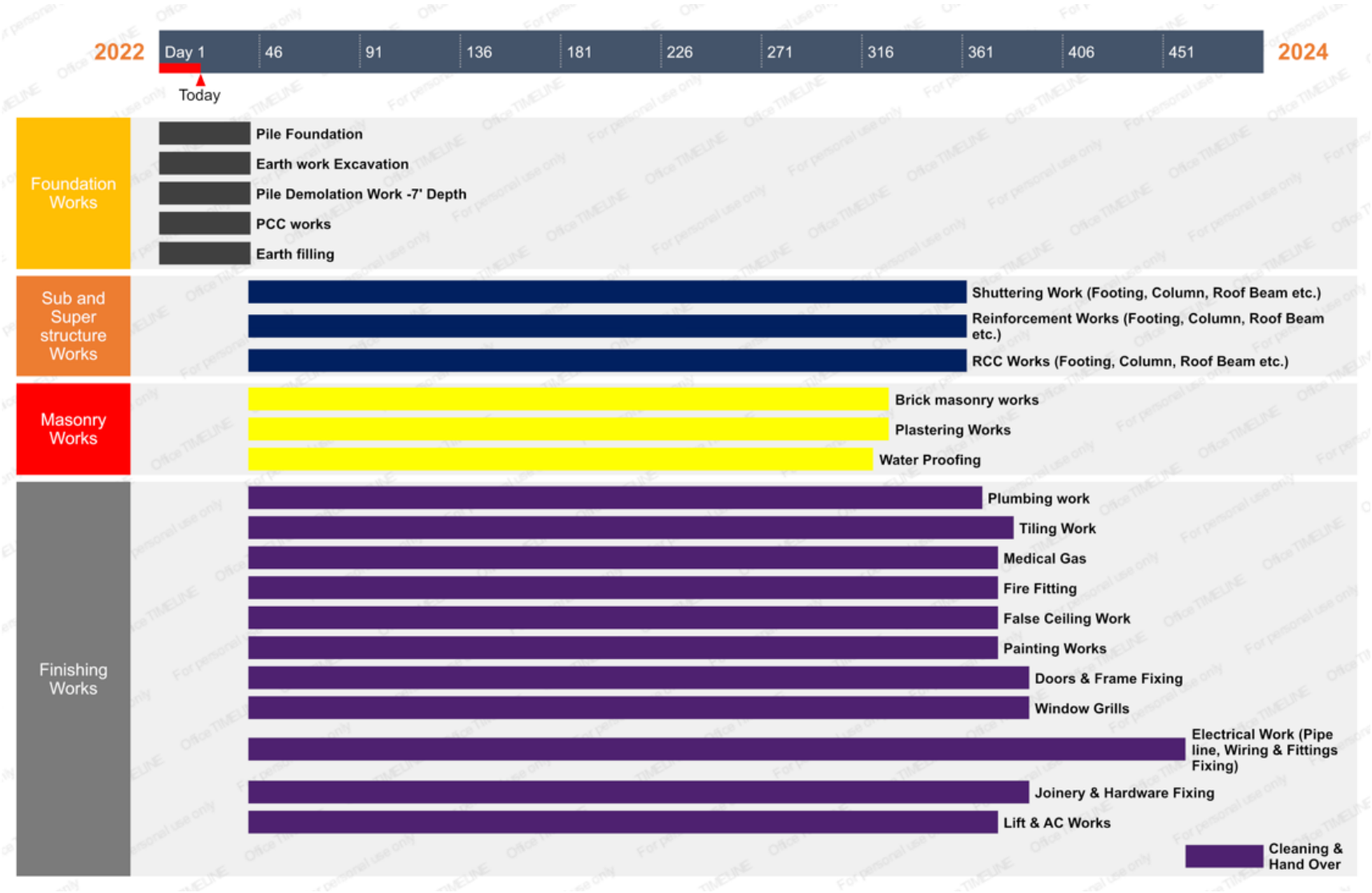
4.14 Schedule of Implementation

The schedule of implementation of the proposed project is given hereunder:

a) For Existing Building



b) For New Building



5 Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis

The SWOT analysis of proposed project is discussed below:

a) Strengths

- The project site is located at one of the arterial roads in Chennai and is amidst a densely populated area.
- The site has good access roads, nearness to town, availability of power and water etc.
- The Promoters of the project are in the field of healthcare and have been successfully operating hospitals and chains of pharmaceutical companies over the years.

b) Weaknesses

- The establishment of a hospital necessitates a plethora of licenses and statutory approvals.
- The proposed hospital is yet to a establish brand image and may require considerable period of time to get recognized as a known healthcare service provider.

c) Opportunities

- The launch of Ayushman Bharat by the government will increase the demand for good quality healthcare services. Under this scheme the government proposes to provide ₹5 lakh per year per family to the deprived households.
- India has seen a surge in the influx of medical tourists with increasing number of patients coming in every year to avail affordable medical services in the country.
- Increase in population and rising life expectancy have led to an increase in demand for medical facilities. More patients are availing healthcare services mainly for preventive care and diagnostics.

d) Threats

- Changing Government Regulations
- Some of the well-established hospitals like Kaveri, Apollo, etc, located in the primary catchment area would pose competition to the hospital.

Overall, the strengths and opportunities far outweigh weakness and threat for establishing the hospital.

6 Risk and Mitigation

The major risk factors involved in this hospital project and their mitigation are described below:

S.No.	Risk Factors	Mitigation Measures
1.	Managerial capability of the Promoter	
	Clarity in understanding of the infrastructure / equipment requirements as per practice areas focused along with its operational & marketing challenges is critical to successfully operate the proposed hospital. Any lack of understanding would result in mismatch of investment in infrastructure which could not generate revenue as anticipated or lack of control of expenses resulting in decline of profitability.	The promoters have been in the field of healthcare services and successfully managing medical colleges and Hospitals. Further, Dhanvantra Group companies is already into several business ventures with large network of members belonging to various professions. Hence with the experience in the hospital business as well as associate companies & network of members to support the hospital project, the promoters are confident of successful implementation and operations of the project.
2.	Lack of diversified treatment specialties and Wider Catchment	
	Diversified specialties and catchment targeted are important to reduce the concentration risk on any specific specialty or focus on limited catchment. The patient footfall in Outpatient departments, Surgical load and Admission rate would depend on the number of specialties covered by the hospital and catchment radius targeted by the hospital	M/s Dhanvantra Healthcare Private Limited has proposed to include 18 specialties, without concentration risk on any specific specialty, which may arise on attrition of an expert medical professional or competition focusing on the same. Similarly, the Hospital has planned to target a wider catchment area covering in Chennai as well as other neighbouring districts and states.
3.	Suitability of Location	
	The location of the hospital as it is an important factor to determine hospital's ability to attract patients and impact the	The hospital project is being implemented in Mylapore area and is closer to prominent places with

S.No.	Risk Factors	Mitigation Measures
	occupancy of the hospital and thereby influencing its cash flows. Hospitals located in metro cities will have higher Average Revenue per Occupied Bed (ARPOB) as compared to hospitals located in non-metro cities	substantial population density like Adyar, Triplicane, Alwarpet, Mandhaveli, and other major areas in Chennai. As the hospital is being established in metro city, the ARPOB is expected to be higher
4.	**Brand and Competitive Position**	
	A better brand image and competitive position not only ensures a higher market share, it also leads to better Profitability. The brand will be positioned based on factors such as track record of the hospital, specialties being provided, accreditations, presence of renowned doctors and number of patients. Hospitals with multi-specialty are better placed as compared to a single specialty in terms of pricing power. Presence of renowned doctors who are skilled and have earned reputation in the market over years tend to attract a higher number of patients and can help hospitals to charge premium for the services provided by them	The group companies of M/s. Dhanvantra Health Care Private Limited are ***Casid Pharmaceuticals & Venkateshwara pharmaceuticals*** started in the year 2018, is involved in the manufacturing and marketing of medicine and medicinal products with significant presence in Diabetology, Cardiology, Pain management, Gynecology, Injectables and Anti-infective segments. Casid Pharmaceutical is well renowned in Tiruchirappalli district.
5.	**Channels of Payment**	
	Hospitals receive payments in various forms and channels, such as Cash, Insurance payments through Third Party Agencies (TPA), Institutional clients and Central Government Health Scheme (CGHS). A hospital that has more of cash business shall have a better cash flow than the CGHS/TPA business, wherein the payments are delayed. The revenue from	The management of M/s.Dhanvantra Health Care Private Limited has informed to have a balanced mix of patients to mitigate the impact of payment delays and the same has been factored in the financial model with receivable period assumption across various patient segments.

S.No.	Risk Factors	Mitigation Measures
	government schemes/ institutional clients imparts sustainability of revenue but impacts profitability and working capital cycle.	
6.	**Operating Performance**	
	ALOS (Average Length of Stay) refers to the average time spent by the patient under treatment in the hospital. Lower ALOS helps in faster turnaround of beds, which results in more patients treated with the proposed facilities. In addition to this, it also helps the hospitals to increase their income as most of the revenue made by hospitals are in the initial days of the patients' treatment. The hospital targets to reduce the ALOS, improvising their treatment methods and operational protocols, in order to increase the patient load while maintaining affordable treatment services	The company is planning to focus on minimum invasive treatment procedures as far as possible to reduce the recovery period for the patients, thereby utilize the revenue beds more efficiently to improve the revenue generation. Further, advanced treatment procedures involving faster recovery period is also expected to attract patient footfall to the hospital
7.	**Regulatory Risk**	
	Hospitals operate in a regulated industry. In India, hospitals are governed by various laws such as Indian Medical Council Act 1956, The Clinical Establishments (registration and regulation) Act 2010, Indian Medical CouncilRegulations 2002 etc. Given the importance of healthcare facilities, Government of India has been taking various steps towards increasing the affordability and coverage of healthcare services in the	The hospital is positioning on the premises of affordability and practicing ethics. Hence the revenue realization may be expected to have lesser impact on incidence of any such regulatory measure for e.g., on pricing of Pharma / medical consumables. On the regulatory aspects regarding statutory compliance,the company has assured that proposed hospital would comply with all requisite statutory approval as per their changes

S.No.	Risk Factors	Mitigation Measures
	country by putting price restriction on pharmaceutical entities, medical equipment manufacturers and hospital services	from time to time. The compliance during pre-construction / during construction / post construction stages may be validated by appointment of an LIE by the bank
8.	**Strategy, Transformation and Innovation Risks**	
	Technology is changing every day and it is critical for any business to stay up to date in their domain with new and updated innovations. Insufficient digital capabilities of the business may not meet performance expectations related to quality, cost and innovation as well as the new start-ups that enter the market with hyper scalable business model and low cost of operations.	The management of M/s. Dhanvantra Health Care Private Limited has adopted new and emerging technology and has taken digital initiatives regularly to provide superior quality patient-centric care. The facility is proposed to set up with state-of-the-art equipment to aid complex treatments and deliver services to its patients/customers.

7 Financial Aspects

7.1 Project Cost

The total project cost works out to ₹288.83 crores as shown below:

Cost of Project	Cost ₹ in crores
Cost of land	70.77
Building & Civil works	
~ Purchase cost of existing building	29.57
~ Renovation of existing building	24.25
~ Construction of new building	17.07
~ Puzzle parking for car	5.00
Medical equipment	97.65
Electrical fittings	7.65
Furniture	5.00
Air Conditioner	4.00
Lift	2.00
Ambulance	0.69
Sub total	**263.66**
Pre-operative expenses	1.18
Contingencies	4.90
Interest during construction (IDC)	15.83
Working Capital Margin	3.26
Total	**288.83**

7.1.1 Cost of land

The Company has purchased 0.965 acres of land at ₹70.77 crores and the details are as under:

Description	Cost (₹ in crores)
Land & Building cost (including settlement to Bank for OTS)	85.00
Stamp duty and registration fee	5.84
MoU for purchase of property	9.50
	100.34
Land extent in sq.ft.	42,059.94
Guideline vale of land per sq. ft.	15,745
Cost of land	66.22
Stamp duty and registration	4.55
Total cost of land including registration fee	**70.77**
Cost of existing building including registration fee	**29.57**

7.1.2 Building and Civil work

The existing building was purchased at the cost of ₹29.57 crores and the cost of construction of new building as well as renovation of existing building works out to ₹46.33 crores and the details are as under:

S.No	Description	Unit	Qty	Rate	Cost (₹ in crores)
A. New Block (Ramp, Lift, Outpatient Department)					
Structural works					
1	Pile foundation	Nos	200	35000	0.70
2	Earth work excavation	Cum	2460	850	0.21
3	Pile Demolition work	Nos	200	3000	0.06
4	Earth filing	Cum	1476	650	0.10
5	PCC works	Cum	100	5600	0.06
6	RCC works	Cum	3998	7800	3.12
7	Reinforcement works	MT	328	120000	3.94
8	shuttering works	Sqm	21596	510	1.10
Finishing works					
9	Brick masonry works - 115 mm	Sqm	923	900	0.08
10	Brick masonry work -230 mm	Cum	1404	7150	1.00
11	Inner Plastering works	Sqm	15189	450	0.68
12	Outer Plastering Work	Sqm	4543	650	0.30

S.No	Description	Unit	Qty	Rate	Cost (₹ in crores)
Tiling work					
13	Wall tiles	Sqm	4211	2000	0.84
14	Floor tiles	Sqm	4003	2000	0.80
15	False ceiling work	Sqm	4003	850	0.34
Painting work					
16	Wall painting	Sqm	13455	325	0.44
17	Ceiling painting	Sqm	3738	325	0.12
18	Outer painting	Sqm	4543	240	0.11
19	Water proofing	Sqm	4013	750	0.30
20	SS hand rails	Rmt	378	8150	0.31
21	Lift Cladding	Sqm	252	2500	0.06
Doors					
22	DD	Nos	12	55000	0.07
23	SD	Nos	41	42000	0.17
24	TD UPVC	Nos	12	15000	0.02
25	UPVC windows	Sqm	86	5200	0.04
26	Window grills	KG	2400	280	0.07
27	Plumbing work	LS			0.09
28	Medical gas	LS			0.30
29	Fire fighting	LS			0.10
30	Granite work	Sqm	308	3000	0.09
31	Scaffolding charges	Sqm	72000	50	0.36
32	Scaffolding charges	Sqm	26640	50	0.13
33	Overhead and Misc. work	LS			0.96
			Sub-Total (A)		**17.07**
B. Existing Building					
1	Partition Work	Sqm	3780.00	6,000.00	2.27
2	Brick Masonary230 mm	Cum	3461.00	7,150.00	2.47
3	Plastering works	Sqm	**39590**	450.00	1.78
4	Outer Plastering Work	Sqm	6474	650	0.42
5	Tiling work				
	Wall tiles	Sqm	18754	2000	3.75
	Floor tiles	Sqm	13200	2000	2.64

S.No	Description	Unit	Qty	Rate	Cost (₹ in crores)
5	False ceiling work	Sqm	13200	850	1.12
6	Painting work				
	Ceiling painting	Sqm	13200	325	0.43
	wall painting	Sqm	12536	325	0.41
	outer painting	Sqm	6474	240	0.16
7	Water proofing	Sqm	2126	750	0.16
8	SS hand rails	Rmt	240	8150	0.20
9	Lift cladding	Sqm	952	2500	0.24
10	Steel door				
	DD	Nos	165	55000	0.91
	SD	Nos	198	42000	0.83
	TD UPVC	Nos	65	15000	0.10
11	UPVC windows	Sqm	630	4500	0.28
12	Window Grills	KG	16500	280	0.46
13	Plumbing work	LS			0.76
14	Medical Gas	LS			0.40
15	Fire Fitting	LS			0.64
16	Granite work	Sqm	1142	3000	0.34
17	Elevation Cladding work	Sqm	1850	2850	0.53
18	Structural Glazing work	Sqm	2400	10250	2.46
19	Overhead and Misc. work	LS			0.50
				Sub-Total (B)	24.25
C. Puzzle parking					
	No. of cars		200.00		
	Cost of construction per car			2,50,000	
				Sub-Total (C)	**5.00**
				Total (A+B+C)	**46.33**

7.1.3 Medical Equipment

The cost of medical equipment is estimated at ₹97.65 crores based on the quotations from prospective suppliers and the details are as under:

S.No.	Name of the Equipment	Qty	Unit Price (₹)	Total (₹ in crores)
1	Advanced Anaesthesia Workstation	6	2,19,55,013	13.17
2	Bone Densitometer	1	7,84,000	0.08
3	C-Arm	5	53,36,000	2.67
4	Cathlab	1	6,50,00,000	6.50
5	CT Scanner 128 slice	1	6,00,00,000	6.00
6	Defbrillator - AED, Pacing	25	4,18,051	1.05
7	Endoscopy HD system (Complete)	1	21,04,500	0.21
8	Bronchoscope	1	12,08,500	0.12
9	Gamma Camera (SPECT Scanner)	1	4,00,00,000	4.00
10	Holter with 24 Hours Recorder	2	5,37,600	0.11
11	ICU Cot	69	1,98,340	1.37
12	Laproscopy with Instruments	3	17,65,154	0.53
13	Linac (Linear Acclerator)	1	28,00,00,000	28.00
14	Mammogram	1	2,50,00,000	2.50
15	Multipara Monitor - 12"	150	1,53,776	2.31
16	MRI 3.0 Tesla	1	18,00,00,000	18.00
17	Neuro Drill with instruments	1	21,67,824	0.22
18	Neuro Microscope	1	53,10,000	0.53
19	Neuro Navigation	1	70,00,000	0.70
20	USG E10 - (Ultra Sonogram)	5	78,70,000	3.94
21	ICU Ventilator	40	8,40,000	3.36
22	Ward Cot	211	39,500	0.83
23	X-Ray 1000 mA	2	72,18,400	1.44
24	ECG	1	2,24,000	0.02
			Total	**97.65**

7.1.4 Electrical Fittings

The cost of electrical fittings is estimated at ₹7.65 crores.

S.No	Description	Amount (in crores)
1	Electrical Slab	0.15
2	Wiring	2.00
3	Switch & Socket	0.15
4	Lighting & Earthing	1.40
5	DB & Floor Panel	1.10

S.No	Description	Amount (in crores)
6	UG cable	0.85
7	Transformer unit & HT work	1.20
8	DG Unit	0.80
	Total	**7.65**

7.1.5 Furniture

The cost of furniture is estimated at ₹5.00 crores.

7.1.6 Air Conditioner

The cost of air conditioner is estimated at ₹4.00 crores.

7.1.7 Lift

The cost of lift is estimated at ₹2.00 crores.

7.1.8 Ambulance

The cost of ambulance is estimated at ₹0.69 crores.

7.1.9 Pre-operative expenses

The cost estimates for preoperative expenses are as given hereunder:

Particulars	₹ in crores
Loan Processing Charges (0.25%)	0.38
Statutory approvals and clearances	0.50
TANGEDCO Deposit	0.30
Total	**1.18**

7.1.10 Contingencies

Unforeseen cost at 3% of infrastructure development costs and machinery & equipment have been provided. The amount works out ₹4.90 crores.

7.1.11 Interest During Construction

The interest during construction period works out to ₹15.83 crores.

7.1.12 Working Capital Assessment

Working capital requirement has been assessed based on the following assumption:

Details	Days
Consumables and Medicines	45
Receivables (Insurance)	60

The working capital gap for the first year of operation works out to ₹12.26 crores. Of the working capital gap an amount of ₹3.26 crores is proposed as margin and the balance ₹9.00 crores is proposed to be financed by way of working capital loan.

The increase in working capital margin in the subsequent years of operations shall be met by internal generation. The details are provided in Statement 5.

7.2 Means of Finance

The project is proposed to be financed as under:

Particulars	₹ in Crores
Promoters Contribution	138.83
Term Loan	150.00
Total	**288.83**

7.2.1 Promoters Contribution

An amount of ₹138.83 Crores (48% of the project cost) is proposed to be brought in by way of promoter's contribution

7.2.2 Term Loan

The balance amount of ₹150.00 crores (52% of the project cost) is proposed to be met by way of Term Loan.

It is assumed that the tenure of the term loan would be 40 quarters excluding moratorium of 16 months from the date of first drawal of loan. Interest on term loan is considered at 9.50% per annum.

8 Financial Viability

8.1 Production & Profitability

The cost of production and profitability projections are provided in Statement - 2. The assumptions underlying the profitability projections are as mentioned below:

Revenue		
Out-Patient		
Average OP per day	300	for FY2024-25 and 5% increase in every subsequent year
Lab Tests as % of OP	30%	
X ray as % of OP	5%	
OP charges	₹ 500.00	per patient for FY2024-25 and 5% increase in every subsequent year
Lab test charges	₹ 2,000.00	per patient for FY2024-25 and 5% increase in every subsequent year
X ray charges	₹ 1,500.00	per patient for FY2024-25 and 5% increase in every subsequent year
In-Patient		
No. of hospital beds	280	
Allocation of hospital beds		
~ ICU	63	
~ NICU	6	
Ward		
~ General ward	28	
~ Twin sharing	93	
~ Single	39	
~ Deluxe	14	
~ Suite	5	
~ Dialysis	32	
Bed Occupancy	**2024-25**	**2025-26**
~ ICU	55%	60%

~ NICU	40%	45%
Ward		
~ General ward	60%	65%
~ Twin sharing	60%	60%
~ Single	60%	60%
~ Deluxe	50%	50%
~ Suite	30%	40%
~ Dialysis	35%	45%
Average Occupancy	49%	53%
Average Length of Stay	2024-25 to 2028-29	202-30 onwards
~ ICU	3	3
~ NICU	3	3
Ward		
~ General ward	4	3
~ Twin sharing	4	3
~ Single	4	3
~ Deluxe	4	3
~ Suite	4	3
~ Dialysis	1	1
* Due to advancement in treatments and increase in minimally invasive procedures ALOS is expected to reduce over the years		
Average Revenue per Occupied Bed	₹ 55,000.00	for FY2024-25 and 5% increase in every subsequent year
Pharmacy	25%	of In-patient and Out-patient revenue
Expenses		
Cost of consumables	15.00%	of In-patient & Out-patient revenue
Purchase of medicines	65.00%	of Pharmacy Revenue
Employee Benefit Expenses	₹ 32.70	for FY2024-25 and 5% increase in every subsequent year
Payment to specialist doctors on revenue sharing basis	30.00%	of In-patient revenue
Cost of TNEB power	₹ 8.50	per unit for FY2024-25 and 5% increase in every subsequent year
Cost of fuel	₹ 0.02	Crores per annum for FY2024-25 and 5% increase in every subsequent year

Repairs and Maintenance	0.50%	of building, equipment & fittings cost for FY2024-25 and 5% increase in every subsequent year
Hospital overhead expenses	3.00%	of In-patient revenue
General and Administrative Expenses	7.50%	on total revenue
Interest on Term Loan	9.50%	per annum
Interest on Working Capital Loan	10.50%	per annum
Income Tax IT rates applicable for a Domestic Company have been considered.		
Depreciation Straight line depreciation is considered for profitability estimations and WDV depreciation is considered for IT purposes.		

8.2 Term Loan

The interest rate on Term Loan is considered at 9.50% per annum and the repayment period is considered as 40 quarters excluding moratorium of 16 months. The details are given in Financial Statement - 8.

8.3 Projected Cash Flow Statement

The projected cash flow statement is given in Financial Statement -11.

8.4 Projected Balance Sheet

The projected balance sheet is given in Financial Statement - 12.

8.5 Debt Service Coverage Ratio (DSCR)

The average DSCR for the proposed repayment schedule works out to 2.17, which indicates that the term loan serviceability is good. Details are given in Financial Statement - 13.

8.6 Break-even Analysis

The project is expected to break even sales at 103%, 92% and 80% for the 1st, 2nd and 3rd years of operations respectively. The cash break even works out to 85%, 76% and 66%. The details are given in the Statement - 14.

8.7 Net Present Value & Internal Rate of Return

The Net Present Value (NPV) of the project works out to ₹70.16 crores (at 8% discount rate) and the Internal Rate of Return works out to 11.76%, which may be considered as satisfactory. The details are given in the Financial Statement - 15.

8.8 Sensitivity Analysis

The sensitivity of the project is analysed for the following scenarios:

Scenario 1- Average Revenue per Occupied Bed
~ Increase by 10%
~ Decrease by 10%
Scenario 2- % Sharing of Specialist Doctors
~ Increase by 10%
~ Decrease by 10%

DSCR and other viability indicators are working at satisfactory levels for the above scenarios. The details are given in the Statement-16.

9 Conclusion

Based on the foregoing analysis and study thereof and profitability envisaged in the financial statements, the following observations are made in respect of the proposed 280 bed multi-speciality hospital at RK Salai, Mylapore, Chennai:

1. The site is situated at one of the arterial roads in Chennai and is surrounded by residential areas.

2. The Promoters of the project are in the field of healthcare and have been successfully operating hospitals and pharmaceutical companies over the years.

3. Growing health insurance penetration, transition in disease profile and GoI initiatives under Ayushman Bharat present ample opportunities for the proposed hospital. Further, surge in the influx of medical tourists is also expected to increase the patient flow.

4. The medical equipment are proposed to be purchased from reputed suppliers in the industry that include M/s. Philips India Ltd, M/s. Siemens Healthineers India LLP, etc.

5. The total built-up area of the hospital is 1.87 lakh sq.ft. and the floor-wise facilities planned support the requirements of various departments for medical and surgical treatment procedures and patient recovery

6. The viability parameters viz. Debt Service Coverage Ratio (DSCR), Break Even Point (BEP), IRR, etc., work out to reasonable levels.

Therefore, ITCOT is of the opinion that the proposed 280 bed multi-speciality hospital is technically feasible and economically viable and merits consideration for sanction of term loan to the tune of ₹150.00 crores.

Financial Statements

						Statement - 1
COST OF PROJECT AND MEANS OF FINANCE						₹ in crores
			Allocation			
Cost of Project		**Cost**	***Pre-op***	***Cont.***	***IDC***	**Total**
Cost of land	Annexure I	70.77				70.77
Building & Civil works						
~ Purchase cost of existing building	Annexure I	29.57				29.57
~ Renovation of existing building	Annexure II	24.25	0.17	0.73	2.35	27.51
~ Construction of new building		17.07	0.12	0.51	1.66	19.37
~ Puzzle parking for car		5.00	0.04	0.15	0.48	5.67
Medical equipments	Annexure III	97.65	0.70	2.93	9.47	110.75
Electrical fittings	Annexure IV	7.65	0.06	0.23	0.74	8.68
Furniture	LS	5.00	0.04	0.15	0.48	5.67
Air Conditioner	LS	4.00	0.03	0.12	0.39	4.54
Lift	LS	2.00	0.01	0.06	0.19	2.27
Ambulance		0.69	0.00	0.02	0.07	0.78
Sub total		**263.66**				**285.57**
Pre-operative expenses	Annexure V	1.18				
Contingencies	3%	4.90				
Interest during construction (IDC)		15.83				
Working Capital Margin		3.26				3.26
Total		**288.83**	**1.18**	**4.90**	**15.83**	**288.83**
Means of Finance						
Promoter's Contribution	47%	138.83				
Term loan	53%	150.00				
Total		**288.83**				

													Statement - 2
COST OF OPERATION & PROFITABILITY PROJECTIONS													₹ in crores
		Imp. period		*Project Period*									
Year ending March 31		**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Revenue from Operations													
~ Out Patient	Statement 3	0.00	0.00	12.87	14.10	15.57	17.09	18.83	20.82	22.99	25.35	27.91	30.69
~ In Patient		0.00	0.00	99.72	114.88	135.34	149.60	172.15	208.22	218.63	229.56	241.04	253.09
~ Pharmacy		0.00	0.00	28.15	32.25	37.73	41.67	47.75	57.26	60.40	63.73	67.24	70.94
Total Revenue		**0.00**	**0.00**	**140.74**	**161.23**	**188.64**	**208.37**	**238.73**	**286.30**	**302.02**	**318.63**	**336.18**	**354.72**
Expense													
Cost of consumables	15.00%	0.00	0.00	16.89	19.35	22.64	25.00	28.65	34.36	36.24	38.24	40.34	42.57
Purchase of medicines	65.00%	0.00	0.00	18.30	20.96	24.52	27.09	31.03	37.22	39.26	41.42	43.70	46.11
Employee Benefit Expenses	Statement 7	0.00	0.00	32.70	34.33	36.05	37.85	39.75	41.73	43.82	46.01	48.31	50.73
Payment to specialist doctors on revenue sharing basis	30.00%	0.00	0.00	29.92	34.46	40.60	44.88	51.65	62.46	65.59	68.87	72.31	75.93
Power	Statement 6	0.00	0.00	3.91	4.36	4.98	5.47	6.04	6.41	6.69	6.98	7.29	7.62
Fuel	Statement 6	0.00	0.00	0.07	0.07	0.08	0.08	0.09	0.09	0.09	0.10	0.10	0.11
Repairs and Maintenance	0.50%	0.00	0.00	0.81	0.86	0.90	0.94	0.99	1.04	1.09	1.15	1.20	1.26
Hospital overhead expenses	3.00%	0.00	0.00	2.99	3.45	4.06	4.49	5.16	6.25	6.56	6.89	7.23	7.59
General and Administrative Expenses	7.50%	0.00	0.00	10.56	12.09	14.15	15.63	17.90	21.47	22.65	23.90	25.21	26.60
Depreciation	Statement 9	0.00	0.00	11.42	11.42	11.42	11.42	11.42	11.42	11.42	11.42	11.37	11.33
Interest on Term Loan	Statement 8	3.17	12.67	14.15	13.72	12.85	11.46	9.73	8.00	6.27	4.54	2.81	1.08
Interest on working capital loan	Statement 5	0.00	0.00	0.95	1.10	1.26	1.42	1.63	1.94	2.05	2.21	2.31	2.42
Total		3.17	12.67	142.66	156.18	173.51	185.74	204.05	232.40	241.74	251.72	262.20	273.35
Profit Before Tax/ Loss		**-3.17**	**-12.67**	**-1.93**	**5.05**	**15.13**	**22.63**	**34.68**	**53.90**	**60.28**	**66.91**	**73.98**	**81.37**
Income Tax	Statement 10	0.00	0.00	0.00	0.84	2.64	3.95	6.06	9.42	10.53	18.19	23.39	25.75
Net Profit/ Loss After Tax		**-3.17**	**-12.67**	**-1.93**	**4.20**	**12.49**	**18.67**	**28.62**	**44.48**	**49.75**	**48.72**	**50.59**	**55.63**
Add: Depreciation		0.00	0.00	11.42	11.42	11.42	11.42	11.42	11.42	11.42	11.42	11.37	11.33
Cash accruals		-3.17	-12.67	9.50	15.63	23.91	30.10	40.05	55.91	61.17	60.14	61.96	66.96

											Statement 3
ESTIMATION OF REVENUE											₹ in crores
Year ending March 31		**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
No. of days		365	365	365	365	365	365	365	365	365	365
Revenue from Out Patients (OP)											
Average OP per day	Nos.	300	315	330	346	363	381	400	420	441	463
Lab Tests as % of OP	30.00%	90	94	99	103	108	114	120	126	132	138
X ray as % of OP	5.00%	15	15	16	17	18	19	20	21	22	23
OP charges per patient	₹	500.00	525.00	551.25	578.81	607.75	638.14	670.05	703.55	738.73	775.66
Lab test charges per patient	₹	2000.00	2100.00	2205.00	2315.25	2431.01	2552.56	2680.19	2814.20	2954.91	3102.66
X ray charges per patient	₹	1500.00	1575.00	1653.75	1736.44	1823.26	1914.42	2010.14	2110.65	2216.18	2326.99
Out Patient Income											
OP charges		5.48	6.04	6.64	7.31	8.05	8.87	9.78	10.79	11.89	13.11
Lab test charges		6.57	7.21	7.97	8.70	9.58	10.62	11.74	12.94	14.24	15.63
X ray charges		0.82	0.86	0.97	1.08	1.20	1.33	1.47	1.62	1.78	1.95
Revenue from Out patients		**12.87**	**14.10**	**15.57**	**17.09**	**18.83**	**20.82**	**22.99**	**25.35**	**27.91**	**30.69**
Revenue from In Patients											
No. of hospital beds		280	280	280	280	280	280	280	280	280	280
Allocation of hospital beds											
~ ICU		63	63	63	63	63	63	63	63	63	63
~ NICU		6	6	6	6	6	6	6	6	6	6
Ward											
~ General ward		28	28	28	28	28	28	28	28	28	28
~ Twin sharing		93	93	93	93	93	93	93	93	93	93
~ Single		39	39	39	39	39	39	39	39	39	39
~ Deluxe		14	14	14	14	14	14	14	14	14	14
~ Suite		5	5	5	5	5	5	5	5	5	5
~ Dialysis		32	32	32	32	32	32	32	32	32	32

Contd…

Statement 3 contd…

Bed Occupancy											
~ ICU		55%	60%	65%	70%	75%	75%	75%	75%	75%	75%
~ NICU		40%	45%	50%	55%	60%	60%	60%	60%	60%	60%
Ward											
~ General ward		60%	65%	70%	75%	75%	75%	75%	75%	75%	75%
~ Twin sharing		60%	60%	65%	65%	70%	70%	70%	70%	70%	70%
~ Single		60%	60%	65%	65%	70%	70%	70%	70%	70%	70%
~ Deluxe		50%	50%	55%	55%	60%	65%	65%	65%	65%	65%
~ Suite		30%	40%	50%	60%	60%	65%	65%	65%	65%	65%
~ Dialysis		35%	45%	55%	60%	70%	70%	70%	70%	70%	70%
Average Occupancy		49%	53%	59%	63%	68%	69%	69%	69%	69%	69%
Average Length of Stay											
~ ICU		3	3	3	3	3	3	3	3	3	3
~ NICU		3	3	3	3	3	3	3	3	3	3
Ward											
~ General ward		4	4	4	4	4	3	3	3	3	3
~ Twin sharing		4	4	4	4	4	3	3	3	3	3
~ Single		4	4	4	4	4	3	3	3	3	3
~ Deluxe		4	4	4	4	4	3	3	3	3	3
~ Suite		4	4	4	4	4	3	3	3	3	3
~ Dialysis		1	1	1	1	1	1	1	1	1	1
Occupancy per day											
~ ICU		35	38	41	44	47	47	47	47	47	47
~ NICU		2	3	3	3	4	4	4	4	4	4
Ward											
~ General ward		17	18	20	21	21	21	21	21	21	21
~ Twin sharing		56	56	60	60	65	65	65	65	65	65
~ Single		23	23	25	25	27	27	27	27	27	27
~ Deluxe		7	7	8	8	8	9	9	9	9	9
~ Suite		2	2	3	3	3	3	3	3	3	3
~ Dialysis		11	14	18	19	22	22	22	22	22	22

Contd…

											Statement 3 contd…
No. of In-patients											
~ ICU		4,216	4,599	4,982	5,366	5,749	5,749	5,749	5,749	5,749	5,749
~ NICU		292	329	365	402	438	438	438	438	438	438
Ward											
~ General ward		1,533	1,661	1,789	1,916	1,916	2,555	2,555	2,555	2,555	2,555
~ Twin sharing		5,092	5,092	5,516	5,516	5,940	7,921	7,921	7,921	7,921	7,921
~ Single		2,135	2,135	2,313	2,313	2,491	3,322	3,322	3,322	3,322	3,322
~ Deluxe		639	639	703	703	767	1,107	1,107	1,107	1,107	1,107
~ Suite		137	183	228	274	274	395	395	395	395	395
~ Dialysis		4,088	5,256	6,424	7,008	8,176	8,176	8,176	8,176	8,176	8,176
No. of In-patients		18,131	19,893	22,320	23,497	25,751	29,662	29,662	29,662	29,662	29,662
No. of Out patients		1,09,500	1,14,975	1,20,450	1,26,290	1,32,495	1,39,065	1,46,000	1,53,300	1,60,965	1,68,995
Out patient to In patient conversion Ratio		17%	17%	19%	19%	19%	21%	20%	19%	18%	18%
Average Revenue per Occupied Bed		55000	57750	60638	63669	66853	70195	73705	77391	81260	85323
Revenue from In Patients		**99.72**	**114.88**	**135.34**	**149.60**	**172.15**	**208.22**	**218.63**	**229.56**	**241.04**	**253.09**
Revenue from Pharmacy	**25%**	**28.15**	**32.25**	**37.73**	**41.67**	**47.75**	**57.26**	**60.40**	**63.73**	**67.24**	**70.94**

						Statement 4
ASSUMPTIONS FOR PROFITABILITY PROJECTIONS						
Revenue						
Out-Patient						
Average OP per day	300	for FY2024-25 and 5% increase in every subsequent year				
Lab Tests as % of OP	30%					
X ray as % of OP	5%					
OP charges	₹ 500.00	per patient for FY2024-25 and 5% increase in every subsequent year				
Lab test charges	₹ 2,000.00	per patient for FY2024-25 and 5% increase in every subsequent year				
X ray charges	₹ 1,500.00	per patient for FY2024-25 and 5% increase in every subsequent year				
In-Patient						
No. of hospital beds	280					
Allocation of hospital beds						
~ ICU	63					
~ NICU	6					
Ward						
~ General ward	28					
~ Twin sharing	93					
~ Single	39					
~ Deluxe	14					
~ Suite	5					
~ Dialysis	32					
Bed Occupancy	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30 onwards
~ ICU	55%	60%	65%	70%	75%	75%
~ NICU	40%	45%	50%	55%	60%	60%
Ward						
~ General ward	60%	65%	70%	75%	75%	75%
~ Twin sharing	60%	60%	65%	65%	70%	70%
~ Single	60%	60%	65%	65%	70%	70%
~ Deluxe	50%	50%	55%	55%	60%	65%
~ Suite	30%	40%	50%	60%	60%	65%
~ Dialysis	35%	45%	55%	60%	70%	70%
Average Occupancy	49%	53%	59%	63%	68%	69%
						Contd…

						Statement 4 contd...
Average Length of Stay	2024-25 to 2028-29	2029-30 onwards				
~ ICU	3	3				
~ NICU	3	3				
Ward						
~ General ward	4	3				
~ Twin sharing	4	3				
~ Single	4	3				
~ Deluxe	4	3				
~ Suite	4	3				
~ Dialysis	1	1				
* Due to advancement in treatments and increase in minimally invasive procedures ALOS is expected to reduce over the years						
Average Revenue per Occupied Bed	₹ 55,000.00	for FY2024-25 and 5% increase in every subsequent year				
Pharmacy	25.00%	of In-patient and Out-patient revenue				
Expenses						
Cost of consumables	15.00%	of In-patient & Out-patient revenue				
Purchase of medicines	65.00%	of Pharmacy Revenue				
Employee Benefit Expenses	₹ 32.70	for FY2024-25 and 5% increase in every subsequent year				
Payment to specialist doctors on revenue sharing basis	30.00%	of In-patient revenue				
Cost of TNEB power	₹ 8.50	per unit for FY2024-25 and 5% increase in every subsequent year				
Cost of fuel	₹ 0.02	Crores per annum for FY2024-25 and 5% increase in every subsequent year				
Repairs and Maintenance	0.50%	of building, equipments & fittings cost for FY2024-25 and 5% increase in every subsequent year				
Hospital overhead expenses	3.00%	of In-patient revenue				
General and Administrative Expenses	7.50%	on total revenue				
Interest on Term Loan	9.50%	per annum				
Interest on Working Capital Loan	10.50%	per annum				
Income Tax	IT rates applicable for a Domestic Company have been considered.					
Depreciation						
Straight line depreciation is considered for profitability estimations and WDV depreciation is considered for IT purposes.						

											Statement 5
ASSESSMENT OF WORKING CAPITAL											₹ in crores
Year ending March 31	**Days**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Current Assets											
Consumables and Medicines	45	4.34	4.97	5.81	6.42	7.36	8.82	9.31	9.82	10.36	10.93
Receivables (Insurance)	60	8.41	9.67	11.38	12.58	14.46	17.46	18.35	19.28	20.27	21.31
Total		**12.75**	**14.64**	**17.19**	**19.00**	**21.82**	**26.28**	**27.66**	**29.11**	**30.63**	**32.24**
Current Liability											
Sundry creditors	5	0.48	0.55	0.65	0.71	0.82	0.98	1.03	1.09	1.15	1.21
Total		**0.48**	**0.55**	**0.65**	**0.71**	**0.82**	**0.98**	**1.03**	**1.09**	**1.15**	**1.21**
Working Capital Gap		**12.26**	**14.09**	**16.55**	**18.29**	**21.00**	**25.30**	**26.62**	**28.01**	**29.48**	**31.02**
Bank Finance	75.00%	9.00	10.50	12.00	13.50	15.50	18.50	19.50	21.00	22.00	23.00
Margin	25.00%	3.26	3.59	4.55	4.79	5.50	6.80	7.12	7.01	7.48	8.02
Interest on Bank finance	10.50%	0.95	1.10	1.26	1.42	1.63	1.94	2.05	2.21	2.31	2.42
Break up of Revenue											
Year ending March 31		**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Total Revenue		140.74	161.23	188.64	208.37	238.73	286.30	302.02	318.63	336.18	354.72
Direct payment from patients											
~ Out Patient	100%	12.87	14.10	15.57	17.09	18.83	20.82	22.99	25.35	27.91	30.69
~ In Patient	60%	59.83	68.93	81.20	89.76	103.29	124.93	131.18	137.74	144.62	151.85
~ Pharmacy	60%	16.89	19.35	22.64	25.00	28.65	34.36	36.24	38.24	40.34	42.57
Insurance payment											
~ Out Patient	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
~ In Patient	40%	39.89	45.95	54.14	59.84	68.86	83.29	87.45	91.82	96.41	101.24
~ Pharmacy	40%	11.26	12.90	15.09	16.67	19.10	22.90	24.16	25.49	26.89	28.38

											Statement 6
ESTIMATION OF POWER REQUIREMENT AND COST											₹ in crores
Total connected Load	1500	KVA									
Max. Demand	1200	KVA									
Year ending March 31		**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Working Days		365	365	365	365	365	365	365	365	365	365
Occupancy		49%	53%	59%	63%	68%	69%	69%	69%	69%	69%
Power Consumption	Lakhs Kwh	30.75	33.51	37.45	39.81	42.57	43.36	43.36	43.36	43.36	43.36
~ TANGEDCO	90%	27.67	30.16	33.70	35.83	38.32	39.03	39.03	39.03	39.03	39.03
~ Generator	10%	3.07	3.35	3.74	3.98	4.26	4.34	4.34	4.34	4.34	4.34
Current Consumption Charges											
~ TANGEDCO	₹/Kwh	8.50	8.93	9.37	9.84	10.33	10.85	11.39	11.96	12.56	13.19
		2.35	2.69	3.16	3.53	3.96	4.23	4.45	4.67	4.90	5.15
~ Generator	₹/Kwh	25.00	26.25	27.56	28.94	30.39	31.91	33.50	35.18	36.94	38.78
		0.77	0.88	1.03	1.15	1.29	1.38	1.45	1.53	1.60	1.68
Max. Demand Charges	₹ 550.00	0.79	0.79	0.79	0.79	0.79	0.79	0.79	0.79	0.79	0.79
Annual Power Bill		**3.91**	**4.36**	**4.98**	**5.47**	**6.04**	**6.41**	**6.69**	**6.98**	**7.29**	**7.62**
Assumptions:											
Power Factor	80%										
Working hours	24	hours per day									
Load Factor	60%										
ESTIMATION OF FUEL REQUIREMENT AND COST											
No. of ambulances	3										
Avg. kilometre covered per vehicle per day	75	kms									
Kilometres covered per vehicle per annum	27,375										
Mileage	11	kmpl									
Fuel requirement per vehicle	2,489	litres									
Fuel cost	₹ 94.00	per litre									
Total cost of fuel	**₹ 0.02**	**Crores per vehicle per annum**									

Statement 7

ESTIMATION OF MANPOWER REQUIREMENT AND COST			
Description	**Nos.**	**Salary per month**	**Annual Salary**
Clinical Staffs			
Resident Doctor	70	60000	5.04
General Duty Medical Officer	10	50000	0.60
Medical Superintendent	10	50000	0.60
Nursing Superintendent	15	25000	0.45
Nurse	600	15000	10.80
Physiotherapist	10	40000	0.48
Non Clinical Staffs			
Lab Technician	30	30000	1.08
X-Ray Technician	30	30000	1.08
OT Technician	70	45000	3.78
Ward boy	70	8000	0.67
Administration Staffs			
Accounts Head	8	50000	0.48
Admin staff	6	30000	0.22
IT Manager	6	12000	0.09
Billing Clerk	15	7500	0.14
Receptionist	40	8000	0.38
Others			
Housekeeping	100	8000	0.96
Driver	15	15000	0.27
Security Guard	75	12000	1.08
Electrician	10	10000	0.12
Plumber	10	10000	0.12
Total	**1200**		**28.43**
Add: Benefits	15.00%		4.27
Grand Total			**32.70**

				Statement 8
INTEREST ESTIMATION AND REPAYMENT SCHEDULE FOR TERM LOAN				₹ in crores
Loan Amount	₹ 150.00	crores		
RoI per annum	9.50%			
RoI per quarter	2.38%			
Repayment Period	40	quarters excluding moratorium		
Moratorium	16	months		
	Q1	**Q2**	**Q3**	**Q4**
Construction Period				
2022-23				
Principal o/s			100.00	100.00
Principal repayment			0.00	0.00
Interest			0.79	2.38
2023-24				
Principal o/s	100.00	150.00	150.00	150.00
Principal repayment	0.00	0.00	0.00	0.00
Interest	2.38	3.17	3.56	3.56
Operation Period				
2024-25				
Principal o/s	150.00	149.30	148.59	147.89
Principal repayment	0.70	0.70	0.70	0.70
Interest	3.56	3.55	3.53	3.51
2025-26				
Principal o/s	147.19	145.36	143.53	141.70
Principal repayment	1.83	1.83	1.83	1.83
Interest	3.50	3.45	3.41	3.37
				Contd…

				Statement 8 Contd…
2026-27				
Principal o/s	139.88	136.78	133.69	130.59
Principal repayment	3.09	3.09	3.09	3.09
Interest	3.32	3.25	3.18	3.10
2027-28				
Principal o/s	127.50	122.95	118.39	113.84
Principal repayment	4.55	4.55	4.55	4.55
Interest	3.03	2.92	2.81	2.70
2028-29				
Principal o/s	109.29	104.73	100.18	95.63
Principal repayment	4.55	4.55	4.55	4.55
Interest	2.60	2.49	2.38	2.27
2029-30				
Principal o/s	91.07	86.52	81.96	77.41
Principal repayment	4.55	4.55	4.55	4.55
Interest	2.16	2.05	1.95	1.84
2030-31				
Principal o/s	72.86	68.30	63.75	59.20
Principal repayment	4.55	4.55	4.55	4.55
Interest	1.73	1.62	1.51	1.41
2031-32				
Principal o/s	54.64	50.09	45.54	40.98
Principal repayment	4.55	4.55	4.55	4.55
Interest	1.30	1.19	1.08	0.97
2032-33				
Principal o/s	36.43	31.88	27.32	22.77
Principal repayment	4.55	4.55	4.55	4.55
Interest	0.87	0.76	0.65	0.54
				Contd…

				Statement 8 Contd…
2033-34				
Principal o/s	18.21	13.66	9.11	4.55
Principal repayment	4.55	4.55	4.55	4.55
Interest	0.43	0.32	0.22	0.11
	IDC			
Construction Period	**2022-23**	**2023-24**		
Interest	3.17	12.67		
Repayment	0.00	0.00		
Operation Period	**2024-25**	**2025-26**	**2026-27**	**2027-28**
Interest	14.15	13.72	12.85	11.46
Repayment	2.81	7.31	12.38	18.21
	2028-29	**2029-30**	**2030-31**	**2031-32**
Interest	9.73	8.00	6.27	4.54
Repayment	18.21	18.21	18.21	18.21
	2032-33	**2033-34**		
Interest	2.81	1.08		
Repayment	18.21	18.21		

												Statement 9
ESTIMATION OF DEPRECIATION												₹ in crores
Straight Line Method												
Year ending March 31	**Cost**	**Dep. Rate**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Cost of land	70.77	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Existing building	57.07	1.58%	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
New building	19.37	1.58%	0.31	0.31	0.31	0.31	0.31	0.31	0.31	0.31	0.31	0.31
Puzzle parking for car	5.67	1.58%	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09
Medical equipments	110.75	7.31%	8.10	8.10	8.10	8.10	8.10	8.10	8.10	8.10	8.10	8.10
Electrical fittings	8.68	9.50%	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82	0.82
Furniture	5.67	9.50%	0.54	0.54	0.54	0.54	0.54	0.54	0.54	0.54	0.54	0.54
Air Conditioner	4.54	9.50%	0.43	0.43	0.43	0.43	0.43	0.43	0.43	0.43	0.43	0.43
Lift	2.27	6.33%	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14	0.14
Ambulance	0.78	11.88%	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.09	0.04	0.00
Total	**285.57**		**11.42**	**11.42**	**11.42**	**11.42**	**11.42**	**11.42**	**11.42**	**11.42**	**11.37**	**11.33**
Written Down Value Method												
Cost of land		0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WDV	70.77		70.77	70.77	70.77	70.77	70.77	70.77	70.77	70.77	70.77	70.77
Existing building		10.00%	5.71	5.14	4.62	4.16	3.74	3.37	3.03	2.73	2.46	2.21
WDV	57.07		51.36	46.23	41.61	37.45	33.70	30.33	27.30	24.57	22.11	19.90
New building		10.00%	1.94	1.74	1.57	1.41	1.27	1.14	1.03	0.93	0.83	0.75
WDV	19.37		17.43	15.69	14.12	12.71	11.44	10.29	9.26	8.34	7.50	6.75
Puzzle parking for car		10.00%	0.57	0.51	0.46	0.41	0.37	0.33	0.30	0.27	0.24	0.22
WDV	5.67		5.10	4.59	4.13	3.72	3.35	3.01	2.71	2.44	2.20	1.98
Medical equipments		40.00%	44.30	26.58	15.95	9.57	5.74	3.44	2.07	1.24	0.74	0.45
WDV	110.75		66.45	39.87	23.92	14.35	8.61	5.17	3.10	1.86	1.12	0.67
Electrical fittings		10.00%	0.87	0.78	0.70	0.63	0.57	0.51	0.46	0.41	0.37	0.34
WDV	8.68		7.81	7.03	6.32	5.69	5.12	4.61	4.15	3.73	3.36	3.03
Furniture		10.00%	0.57	0.51	0.46	0.41	0.37	0.33	0.30	0.27	0.24	0.22
WDV	5.67		5.10	4.59	4.13	3.72	3.35	3.01	2.71	2.44	2.20	1.98
Air Conditioner		40.00%	1.81	1.09	0.65	0.39	0.24	0.14	0.08	0.05	0.03	0.02
WDV	4.54		2.72	1.63	0.98	0.59	0.35	0.21	0.13	0.08	0.05	0.03
Lift		15.00%	0.34	0.29	0.25	0.21	0.18	0.15	0.13	0.11	0.09	0.08
WDV	2.27		1.93	1.64	1.39	1.18	1.01	0.86	0.73	0.62	0.53	0.45
Ambulance		40.00%	0.31	0.19	0.11	0.07	0.04	0.02	0.01	0.01	0.01	0.00
WDV	0.78		0.47	0.28	0.17	0.10	0.06	0.04	0.02	0.01	0.01	0.00
Total	**285.57**		**56.41**	**36.83**	**24.77**	**17.27**	**12.52**	**9.46**	**7.42**	**6.02**	**5.02**	**4.28**

											Statement 10
CALCULATION OF INCOME TAX											₹ in crores
Year ending March 31		**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Profit Before Tax		-1.93	5.05	15.13	22.63	34.68	53.90	60.28	66.91	73.98	81.37
Add: Straight Line Dep.		11.42	11.42	11.42	11.42	11.42	11.42	11.42	11.42	11.37	11.33
Less: WDV Depreciation		56.41	36.83	24.77	17.27	12.52	9.46	7.42	6.02	5.02	4.28
		-46.92	-20.36	1.78	16.78	33.58	55.87	64.28	72.31	80.32	88.42
Income before Incentives & after setting off of C/o Loss		0.00	0.00	0.00	0.00	0.00	40.74	64.28	72.31	80.32	88.42
Less: Deductions	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxable Income		0.00	0.00	0.00	0.00	0.00	40.74	64.28	72.31	80.32	88.42
Income Tax	25.00%	0.00	0.00	0.00	0.00	0.00	10.19	16.07	18.08	20.08	22.11
Surcharge	%	7%	7%	7%	7%	7%	12%	12%	12%	12%	12%
Surcharge on Income Tax		0.00	0.00	0.00	0.00	0.00	1.22	1.93	2.17	2.41	2.65
Health & Education Cess	4.00%	0.00	0.00	0.00	0.00	0.00	0.46	0.72	0.81	0.90	0.99
Income Tax		0.00	0.00	0.00	0.00	0.00	11.86	18.72	21.06	23.39	25.75
Loss C/F		46.92	67.27	65.49	48.71	15.12	0.00	0.00	0.00	0.00	0.00
MAT	15.00%	0.00	0.76	2.27	3.39	5.20	8.09	9.04	10.04	11.10	12.21
Surcharge		7%	7%	12%	12%	12%	12%	12%	12%	12%	12%
Surcharge on MAT		0.00	0.05	0.27	0.41	0.62	0.97	1.09	1.20	1.33	1.46
Health & Education Cess	4.00%	0.00	0.03	0.10	0.15	0.23	0.36	0.41	0.45	0.50	0.55
MAT		0.00	0.84	2.64	3.95	6.06	9.42	10.53	11.69	12.92	14.22
Income Tax / MAT whichever is higher		0.00	0.84	2.64	3.95	6.06	11.86	18.72	21.06	23.39	25.75
Less : set off of brought forward MAT		0.00	0.00	0.00	0.00	0.00	2.45	8.19	2.87	0.00	0.00
		0.00	0.84	2.64	3.95	6.06	9.42	10.53	18.19	23.39	25.75
Provision for Tax		0.00	0.84	2.64	3.95	6.06	9.42	10.53	18.19	23.39	25.75
MAT credit carry forward		0.00	0.84	3.49	7.44	13.50	11.05	2.87	0.00	0.00	0.00

												Statement 11
PROJECTED CASH-FLOW STATEMENT												₹ in crores
	Imp. period											
Year ending March 31	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Source of Funds												
Promoter's Contribution	100.34	35.23	3.26									
Term loan	100.00	50.00										
Profit Before Int.,Dep. & Tax			23.65	30.19	39.40	45.52	55.84	73.33	77.97	82.88	88.16	93.79
Working capital loan			9.00	1.50	1.50	1.50	2.00	3.00	1.00	1.50	1.00	1.00
Total	**200.34**	**85.23**	**35.91**	**31.69**	**40.90**	**47.02**	**57.84**	**76.33**	**78.97**	**84.38**	**89.16**	**94.79**
Uses												
Inc. in Capital Expenditure	175.16	110.40										
Inc/ Dec in working capital			12.26	1.83	2.46	1.74	2.71	4.30	1.32	1.39	1.47	1.54
Interest on Term Loan			14.15	13.72	12.85	11.46	9.73	8.00	6.27	4.54	2.81	1.08
Repayment of Term Loan			2.81	7.31	12.38	18.21	18.21	18.21	18.21	18.21	18.21	18.21
Provision For Taxation			0.00	0.84	2.64	3.95	6.06	9.42	10.53	18.19	23.39	25.75
Total	**175.16**	**110.40**	**29.23**	**23.70**	**30.32**	**35.37**	**36.72**	**39.93**	**36.34**	**42.34**	**45.88**	**46.59**
Surplus	25.18	-25.18	6.68	7.99	10.58	11.65	21.12	36.39	42.63	42.04	43.28	48.20
Opening Balance	0.00	25.18	0.00	6.68	14.67	25.25	36.90	58.02	94.41	137.04	179.08	222.35
Closing Balance	25.18	0.00	6.68	14.67	25.25	36.90	58.02	94.41	137.04	179.08	222.35	270.55

												Statement 12
PROJECTED BALANCE SHEET												₹ in crores
Year ending March 31	*2022-23*	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Liabilities												
Promoter's Contribution	100.34	135.57	138.83	138.83	138.83	138.83	138.83	138.83	138.83	138.83	138.83	138.83
Term Loan	100.00	150.00	147.19	139.88	127.50	109.29	91.07	72.86	54.64	36.43	18.21	0.00
Working capital loan			9.00	10.50	12.00	13.50	15.50	18.50	19.50	21.00	22.00	23.00
Reserves & Surplus			-1.93	2.28	14.77	33.44	62.06	106.55	156.29	205.01	255.60	311.22
Current Liability			0.48	0.55	0.65	0.71	0.82	0.98	1.03	1.09	1.15	1.21
Total	**200.34**	**285.57**	**293.57**	**292.03**	**293.74**	**295.77**	**308.28**	**337.71**	**370.30**	**402.36**	**435.79**	**474.27**
Assets												
Gross Block			285.57	285.57	285.57	285.57	285.57	285.57	285.57	285.57	285.57	285.57
Less: Accu. Depreciation			11.42	22.85	34.27	45.69	57.12	68.54	79.97	91.39	102.76	114.09
Net Block	0.00	0.00	274.14	262.72	251.29	239.87	228.45	217.02	205.60	194.18	182.81	171.48
Capital work in progress	175.16	285.57										
Current Asset			12.75	14.64	17.19	19.00	21.82	26.28	27.66	29.11	30.63	32.24
Closing Balance	25.18	0.00	6.68	14.67	25.25	36.90	58.02	94.41	137.04	179.08	222.35	270.55
Total	**200.34**	**285.57**	**293.57**	**292.03**	**293.74**	**295.77**	**308.28**	**337.71**	**370.30**	**402.36**	**435.79**	**474.27**

										Statement 13
CALCULATION OF DEBT-SERVICE COVERAGE RATIO										₹ in crores
Year ending March 31	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Net Profit	-1.93	4.20	12.49	18.67	28.62	44.48	49.75	48.72	50.59	55.63
Add: Non Cash Expenses	11.42	11.42	11.42	11.42	11.42	11.42	11.42	11.42	11.37	11.33
Add: Int. on Term Loan	14.15	13.72	12.85	11.46	9.73	8.00	6.27	4.54	2.81	1.08
Total (A)	**23.65**	**29.35**	**36.76**	**41.56**	**49.78**	**63.91**	**67.44**	**64.68**	**64.77**	**68.04**
Interest on Term Loan	14.15	13.72	12.85	11.46	9.73	8.00	6.27	4.54	2.81	1.08
Add: Repayment of Term Loan	2.81	7.31	12.38	18.21	18.21	18.21	18.21	18.21	18.21	18.21
Total (B)	**16.96**	**21.03**	**25.22**	**29.68**	**27.95**	**26.22**	**24.49**	**22.76**	**21.03**	**19.30**
DSCR (A/B)	**1.39**	**1.40**	**1.46**	**1.40**	**1.78**	**2.44**	**2.75**	**2.84**	**3.08**	**3.53**
DSCR Weighted Average	**2.17**									

										Statement 14
ESTIMATION OF BREAK-EVEN POINT										₹ in crores
Year ending March 31	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Fixed Expenses										
Interest on Term Loan	14.15	13.72	12.85	11.46	9.73	8.00	6.27	4.54	2.81	1.08
Employee Benefit Expenses	32.70	34.33	36.05	37.85	39.75	41.73	43.82	46.01	48.31	50.73
Repairs and Maintenance	0.81	0.86	0.90	0.94	0.99	1.04	1.09	1.15	1.20	1.26
General and Administrative Expenses (50%)	5.28	5.28	5.28	5.28	5.28	5.28	5.28	5.28	5.28	5.28
Depreciation	11.42	11.42	11.42	11.42	11.42	11.42	11.42	11.42	11.37	11.33
Total(A)	**64.36**	**65.61**	**66.50**	**66.96**	**67.17**	**67.48**	**67.88**	**68.40**	**68.97**	**69.68**
Variable Expenses										
Cost of consumables	16.89	19.35	22.64	25.00	28.65	34.36	36.24	38.24	40.34	42.57
Purchase of medicines	18.30	20.96	24.52	27.09	31.03	37.22	39.26	41.42	43.70	46.11
Payment to specialist doctors on revenue sharing	29.92	34.46	40.60	44.88	51.65	62.46	65.59	68.87	72.31	75.93
Power	3.91	4.36	4.98	5.47	6.04	6.41	6.69	6.98	7.29	7.62
Fuel	0.07	0.07	0.08	0.08	0.09	0.09	0.09	0.10	0.10	0.11
General and Administrative Expenses (50%)	5.28	6.05	7.07	7.81	8.95	10.74	11.33	11.95	12.61	13.30
Hospital overhead expenses	2.99	3.45	4.06	4.49	5.16	6.25	6.56	6.89	7.23	7.59
Interest on working capital loan	0.95	1.10	1.26	1.42	1.63	1.94	2.05	2.21	2.31	2.42
Total(B)	**78.30**	**89.80**	**105.22**	**116.24**	**133.20**	**159.46**	**167.81**	**176.65**	**185.90**	**195.65**
Income	140.74	161.23	188.64	208.37	238.73	286.30	302.02	318.63	336.18	354.72
Break Even Point	**103%**	**92%**	**80%**	**73%**	**64%**	**53%**	**51%**	**48%**	**46%**	**44%**
Cash Break Even Point	**85%**	**76%**	**66%**	**60%**	**53%**	**44%**	**42%**	**40%**	**38%**	**37%**

												Statement 15
ESTIMATION OF NET PRESENT VALUE AND INTERNAL RATE OF RETURN												₹ in crores
Year ending March 31	**2022-23**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**
Cash Out Flow												
Capital Expenditure	175.16	110.40										
Working Capital Margin			3.26									
Total	**175.16**	**110.40**	**3.26**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Cash Inflow												
Net Profit			-1.93	4.20	12.49	18.67	28.62	44.48	49.75	48.72	50.59	55.63
Interest on Term loan			14.15	13.72	12.85	11.46	9.73	8.00	6.27	4.54	2.81	1.08
Depreciation			11.42	11.42	11.42	11.42	11.42	11.42	11.42	11.42	11.37	11.33
Residual Value of F.Assets												140.94
Total	**0.00**	**0.00**	**23.65**	**29.35**	**36.76**	**41.56**	**49.78**	**63.91**	**67.44**	**64.68**	**64.77**	**208.98**
Net Cash Flow	-175.16	-110.40	20.38	29.35	36.76	41.56	49.78	63.91	67.44	64.68	64.77	208.98
Net Present Value @8% discount rate	**₹ 70.16**	**Crores**										
Internal Rate of Return	**11.76%**											

				Statement 16
SENSITIVITY ANALYSIS				
SCENARIO	**DSCR**	**BEP**	**NPV**	**IRR**
		3rd Year	**₹ in crores**	
At Budget level	2.17	80%	70.16	11.76%
ARPOB				
Increase by 10%	2.47	74%	108.73	13.69%
Decrease by 10%	1.90	87%	33.76	9.84%
% Sharing of Specialist Doctors				
Increase by 10%	2.03	84%	50.36	10.72%
Decrease by 10%	2.34	76%	92.42	12.89%

Annexure I		
PURCHASE COST OF LAND AND BUILDING		
	Cost (₹ in crores)	
Land & Building cost (including settlement to Bank for OTS)	85.00	
Stamp duty and registration fee	5.84	
MoU for purchase of property	9.50	
	100.34	
Land extent	42,059.94	sq.ft.
Guideline vale of land	₹ 15,745.00	per sq.ft.
Cost of land	₹ 66.22	Crores
Stamp duty and registration	₹ 4.55	Crores
Total cost of land including registration fee	**₹ 70.77**	**Crores**

Annexure II					
COST OF BUILDING & CIVIL WORKS					
S.No	**Description**	**Unit**	**Qty**	**Rate**	**Cost (₹ in crores)**
A. New Block (Ramp, Lift, Outpatient Department)					
Structural works					
1	Pile foundation	Nos	200	35000	0.70
2	Earth work excavation	Cum	2460	850	0.21
3	Pile Demolition work	Nos	200	3000	0.06
4	Earth filing	Cum	1476	650	0.10
5	PCC works	Cum	100	5600	0.06
6	RCC works	Cum	3998	7800	3.12
7	Reinforcement works	MT	328	120000	3.94
8	shuttering works	Sqm	21596	510	1.10
Finishing works					
9	Brick masonry works - 115 mm	Sqm	923	900	0.08
10	Brick masonry work -230 mm	Cum	1404	7150	1.00
11	Inner Plastering works	Sqm	15189	450	0.68
12	Outer Plastering Work	Sqm	4543	650	0.30
Tiling work					
13	Wall tiles	Sqm	4211	2000	0.84
14	Floor tiles	Sqm	4003	2000	0.80
15	False ceiling work	Sqm	4003	850	0.34
Painting work					
16	Wall painting	Sqm	13455	325	0.44
17	Ceiling painting	Sqm	3738	325	0.12
18	Outer painting	Sqm	4543	240	0.11
19	Water proofing	Sqm	4013	750	0.30
20	SS hand rails	Rmt	378	8150	0.31
21	Lift Cladding	Sqm	252	2500	0.06

Doors					
22	DD	Nos	12	55000	0.07
23	SD	Nos	41	42000	0.17
24	TD UPVC	Nos	12	15000	0.02
25	UPVC windows	Sqm	86	5200	0.04
26	Window grills	KG	2400	280	0.07
27	Plumbing work	LS			0.09
28	Medical gas	LS			0.30
29	Fire fighting	LS			0.10
30	Granite work	Sqm	308	3000	0.09
31	Scaffolding charges	Sqm	72000	50	0.36
32	Scaffolding charges	Sqm	26640	50	0.13
33	Over head and Misc. work	LS			0.96
			Total		**17.07**
B. Existing Building					
1	Partition Work	Sqm	3780.00	6,000.00	2.27
2	Brick Masonary230 mm	Cum	3461.00	7,150.00	2.47
3	Plastering works	Sqm	**39590**	450.00	1.78
4	Outer Plastering Work	Sqm	6474	650	0.42

5	Tiling work				
	Wall tiles	Sqm	18754	2000	3.75
	Floor tiles	Sqm	13200	2000	2.64
5	False ceiling work	Sqm	13200	850	1.12
6	Painting work				
	Ceiling painting	Sqm	13200	325	0.43
	wall painting	Sqm	12536	325	0.41
	outer painting	Sqm	6474	240	0.16
7	Water proofing	Sqm	2126	750	0.16
8	SS hand rails	Rmt	240	8150	0.20
9	Lift cladding	Sqm	952	2500	0.24
10	Steel door				
	DD	Nos	165	55000	0.91
	SD	Nos	198	42000	0.83
	TD UPVC	Nos	65	15000	0.10
11	UPVC windows	Sqm	630	4500	0.28
12	Window Grills	KG	16500	280	0.46
13	Plumbing work	LS			0.76
14	Medical Gas	LS			0.40
15	Fire Fitting	LS			0.64
16	Granite work	Sqm	1142	3000	0.34
17	Elevation Cladding work	Sqm	1850	2850	0.53
18	Structural Glazing work	Sqm	2400	10250	2.46
19	Overhead and Misc. work	LS			0.50
				Total	**24.25**
C. Puzzle parking					
	No. of cars	200.00			
	Cost of constrcution per car	₹ 2,50,000			
	Total	₹ 5.00	Crores		

Annexure III					
COST OF MEDICAL EQUIPMENTS					
S.No.	Name of the Equipment	Qty	Unit Price (₹)		Total (₹)
1	Advanced Anaesthesia Workstation	6	2,19,55,013	13.17	13,17,30,078
2	Bone Densitometer	1	7,84,000	0.08	7,84,000
3	C-Arm	5	53,36,000	2.67	2,66,80,000
4	Cathlab	1	6,50,00,000	6.50	6,50,00,000
5	CT Scanner 128 slice	1	6,00,00,000	6.00	6,00,00,000
6	Defbrillator - AED, Pacing	25	4,18,051	1.05	1,04,51,280
7	Endoscopy HD system (Complete)	1	21,04,500	0.21	21,04,500
8	Bronchoscope	1	12,08,500	0.12	12,08,500
9	Gamma Camera (SPECT Scanner)	1	4,00,00,000	4.00	4,00,00,000
10	Holter with 24 Hours Recorder	2	5,37,600	0.11	10,75,200
11	ICU Cot	69	1,98,340	1.37	1,36,85,460
12	Laproscopy with Instruments	3	17,65,154	0.53	52,95,461
13	Linac (Linear Acclerator)	1	28,00,00,000	28.00	28,00,00,000
14	Mammogram	1	2,50,00,000	2.50	2,50,00,000
15	Multipara Monitor - 12"	150	1,53,776	2.31	2,30,66,400
16	MRI 3.0 Tesla	1	18,00,00,000	18.00	18,00,00,000
17	Neuro Drill with instruments	1	21,67,824	0.22	21,67,824
18	Neuro Microscope	1	53,10,000	0.53	53,10,000
19	Neuro Navigation	1	70,00,000	0.70	70,00,000
20	USG E10 - (Ultra Sonogram)	5	78,70,000	3.94	3,93,50,000
21	ICU Ventilator	40	8,40,000	3.36	3,36,00,000
22	Ward Cot	211	39,500	0.83	83,34,500
23	X-Ray 1000 mA	2	72,18,400	1.44	1,44,36,800
24	ECG	1	2,24,000	0.02	2,24,000
				97.65	97,65,04,003

Annexure IV		
COST OF ELECTRICAL WORKS AND ACCESSORIES		
S.No	Descrition	Amount (in crores)
1	Electrical Slab	0.15
2	Wiring	2.00
3	Switch & Socket	0.15
4	Lighting & Earthing	1.40
5	DB & Floor Panel	1.10
6	UG cable	0.85
7	Transformer unit & HT work	1.20
8	DG Unit	0.80
	Total	7.65

Annexure V			
PRE-OPERATIVE EXPENSES			
1	Loan Processing Charges	0.25%	0.38
2	Stautory approvals and clearances		0.50
3	TANGEDCO Deposit		0.30
	Total		1.18

ANNEXURE-VI
(Quotations)

Internal

To

DHANVANTRA HEALTHCARE PRIVATE LIMITED

Trichy **Date: 10/06/2022**

QUOTATION FOR DRAEGER PRODUCTS COMPREHENSIVE COMMERCIAL OFFER

Dear Sir, In continuation of our discussions, we are pleased to submit herewith our offer for Anaesthesia Workstation, NICU Equipments & ICU Ventilators and Monitors . We hope that the same is as per your requirements. We look forward to receiving your valuable order at the earliest.

	SL/No	Description	Qty.	Unit Price	Total Price
		DRAEGER PRODUCT COMPREHENSIVE OFFER			
	1	Anesthesia workstation Fabius Plus with VISTA 120 & AGSS	1	2,234,513.00	2234513
	2	Anesthesia Workstation Fabius Plus with Vista 120 AGM and AGSS	1	2,673,767.00	2673767
	3	Advanced Anesthesia Workstation Atlan with Vista 120	1	3,612,678.00	3612678
	4	Vapor 2000 ISO	1	140,000.00	140000
	5	Vapor 2000 Sevo	1	140,000.00	140000
	6	Adult ICU ventilator Savina 300 Classic	1	1,556,720.00	1556720
	7	Adult and Pediatric ventilator Savina 300 select	1	1,757,223.00	1757223
	8	Neonatal venilator Babylog VN600	1	2,673,990.00	2673990
	9	Neonatal Ventilator Babylog V600 with HFO	1	2,957,889.00	2957889

	10	Oxylog VE300 Transport Ventilator	1	850,000.00	850000
	11	Jaundice Meter (JM105)	1	600,221.00	600221
	12	Isolette 8000 Plus (Incubator)	1	1,987,334.00	1987334
	13	Vista 120 A 7 para with ETCO2 and Dual IBP	1	540,000.00	540000
	14	Vista 120 A 5 para	1	230,678.00	230678
					21,955,013.00

Note: Configuration is as per the enclosed technical offer

TECHINCAL OFFER: Enclosed
TERMS: Enclosed

Thanking you,
Yours's truly,
For Draeger India Pvt Ltd.,

Arun Kumar
Sales and Application Specialist

Biggest Navratri – Diwali Offer
Purchase Ultrasound Bone Densitometer and Get Free Scratch Card

Dear Sir/ Mam,

Aarna Systems And Wellness Pvt. Ltd. is an Importer and Exclusive Indian Distributor of Ultrasound Bone Densitometer, Central Dexa Bone Densitometer and Total Body Dexa Bone Densitometer

Our Manufacturing partner is Furuno Electric Co. Ltd. Japan for Ultrasound Bone Densitometer.

We are No.1 Seller of Ultrasound Bone Densitometer in India from last Many Years.

Our all products manufactured by World's best manufacturer and normally have very low maintenance.

For more details about us we invite you to visit us at www.aarnasystems.in, www.aarnasystem.com

Please see our company profile on YouTube https://www.youtube.com/watch?v=zVUEZ_9hPZ0&t=3s

For Ultrasound Bone Densitometer Video please click on https://youtu.be/wpTbRb1E30c

Ultrasound Bone Densitometer CM -300 (BMD Machine)

Ultrasound Bone Densitometer CM-300 measures bone density of human heel using ultrasound. The result is printed out with graph format chart from a built-in printer. Also, adjustable Foot Plate (5 levels) and Temperature Compensation feature provides accurate results. With easy-to-use interface of the color touch screen, CM-300 is most suitable for screening test of osteoporosis.
Make: Furuno Electric Co. Ltd. Japan

Japanese (Made in Japan), 78 Years Old Company and Manufacturing BMD Machine from last 21 Years
Touch Screen with color LCD
Data Storage Function,
Heel Temperature Sensor,
Adjustable Foot Plate,
Inbuilt Thermal Printer,
Software for A4 Size Color Print

Aarna Systems And Wellness Pvt. Ltd., 201, 2nd Floor, Shankheshwar Enclave, Opp. Choudhary Hospital, Hiran Magri Sector – 5, Udaipur – 313 002 (RAJ) INDIA, Phone: +91 294 3552656, E-mail : deepak@aarnasystems.in, Website : www.aarnasystems.in

Technical Specifications

Measurement Site	Calcaneus (Heel bone)
Measurement Method	Ultrasound pulse penetration
Measuring Parameter	Speed of sound (SOS)
Measurement Time	Approx. 10 seconds
Measurement Precision	%CV 0.5 % or better (in test cases measurement)
Ultrasound frequency	Centre frequency 500 kHz
Measurement Type	Dry type (acoustic gel)
Operating Condition	Temperature: 10 to 35 °C Humidity: 35 to 85 %RH (non condensing)
Supply Voltage	AC 100-120 V, 50 / 60 Hz, 0.6A (max) AC 200-240 V, 50 / 60 Hz, 0.3A (max)
Dimensions	525 mm(W) x 310 mm(D) x 200 mm(H)
Weight	Approx. 10kg

Advantages of our Japanese model Ultrasound Bone Densitometer CM-300

- **Uses radiation free ultrasound technology**, safety for human body is ensured.
- **Safe for Pregnant women and children**.
- **Large Touch Screen LCD with inbuilt 12000 Memory**
- Easy to operate and provides quick measurement
- **Compact, Portable, All-in-one system included** thermal printer
- Very Low Maintenance
- Height adjustable Foot plate
- Automatic temperature compensation
- **Precise measurement and High correlativity to other X-ray method**
- Highly suitable for Preventive Health Check programs for earlier detection and prevention of osteoporosis

Considering your esteemed organization, we are giving a very special price in order start a good and healthy business association with you.

Very Special Offer Price

Product/ Service Descriptions	Very Special Discounted Price
Ultrasound Bone Densitometer CM-300 **All-in-one system including** Thermal Printer, Touch Screen LCD, Foot Plate, Gel Holder and Software **Two Years Warranty** **Made in Japan** **MRP: INR 9,99,999/- Per Unit**	**INR 7,00,000/- Plus 12% GST Per Unit**

Terms and conditions:

1. Delivery Time: Within 4 Weeks from receipt of Purchase Order and 100% advance payment.
2. Validity : Till 30th Dec 2022
3. GST: Applicable 12% GST Will Extra

   GSTN: 08AAOCA8087C1ZD, PAN: AAOCA8087C, TAN: JDHA10915C
   CIN: U74999RJ2016PTC055766, Shop Act: SCA/2017/27/133057
   BRN: 8006230031000800, Drug Licenses No: DRUG/2020-21/44917-18
   UDYAM REGISTRATION NUMBER: UDYAM-RJ-33-0002614

4. Warranty period of the equipment is for 24 months from date of shipping.
5. AMC/ CMC Charges: AMC/ CMC available till 10 Years. AMC Charges will 8% Per Annum and CMC Charges will 12% Per Annum. Applicable Taxes will extra
6. Two Years Warranty means either Three Years Warranty or 35000 BMD Test.
7. Payment terms: 100% Advance with Purchase Order
   For RTGS/NEFT Bank Details are
   Account Holder: "**Aarna Systems And Wellness Pvt. Ltd**."
   Axis Bank Limited, Account No. **917030069348888**, IFSC Code: **UTIB0002114**,
   Branch: Hiran Magri, Udaipur (Rajasthan) INDIA

For Aarna Systems And Wellness Pvt. Ltd.

Deepak Kanthaliya
Managing Director
E-Mail: deepak@aarnasystems.in
Cell: +91 9460328176

*This is computer generated quotation, hence requires no formal signatures.

Scratch Card Details

AARNA

Aarna Systems and Wellness Pvt. Ltd., India & Furuno Electric Co. Ltd., Japan

are Celebrating **10 Years** of Business Relations

Offer !!! Biggest Deal on

Ultrasound Bone Densitometer

CM-300

with 2 years warantee

PURCHASE AN ULTRASOUND BONE DENSITOMETER and Get a Scratch Card

Hurry, Limited Stock !!!!!!!!!!!

[redacted]

• Best for Hospital, Clinic and BMD Camps • 400+ Installations in INDIA • Approved in India • Japanese (Made in Japan) • Touch Screen with color LCD • Data Storage Function • Heel Temperature Sensor • Adjustable Foot Plate • Inbuilt Thermal Printer

You Can Win a Cash Reward or Assured Gifts*

1. Rs 2,51,000/-
2. Rs 1,51,000/-
3. Rs 51,000/-
4. Two Oxygen Concentrators 5L, Worth Rs 75,000/-
5. Two Temperature Measurement Terminals With Face Recognition Worth Rs 1,25,000/-
6. Three Years Extended Warranty
7. Five Years Extended Warranty
8. Ten Years Warranty

* Condition Apply

AARNA

Aarna Systems And Wellness Private Limited
Cell: 9460328176 | www.aarnasystems.in
E-mail : deepak@aarnasystems.in

Our Exclusive Distributorship Certificate

FURUNO

FURUNO ELECTRIC CO., LTD.
2-20 Nishinomiya-hama, Nishinomiya, 662-0934, Japan
Phone: +81 (0)798 33-7554 Fax: +81 (0)798 33-7601
www.furuno.com

Exclusive Distributor Certificate

Date: November 25, 2020
Reference no. FEC-20-119

To Whome It May Concern:

We, Furuno Electric Co., Ltd. (2-20 Nishinomiya-hama, Nishinomiya City 662-0934 Hyogo, Japan) are the manufacturer of a broad range of medical devices and instruments; hereby confirms the Authorization of:

Aarna Systems And Wellness Pvt. Ltd.
201, Plot No. 8-9, Shankheshwar Enclave,
Opp. Choudhary Hospital, Hiran Magri Sector-5,
Udaipur – 313002 (RAJ) INDIA
Phone +91 9783741286, Cell +91 9460328176
Email: deepak@aarnasystems.in , web: www.aarnasystems.in, www.aarnasystem.com

As our Exclusive Distributor for the territory of the India for the following products:
Ultrasound Bone Densitometer
Model: CM-300, CM-200 light, CM-200

They are authorized to register, import, market, and distribute all the above products.
Furuno Electric as a manufacturer has production plants in the following country: Japan
This Exclusive Distributor Certificate is valid until 31st Dec 2026.
Aarna Systems And Wellness Pvt. Ltd. is our exclusive distributor in INDIA from 2013

Sincerely,

Mitsuhiro Takeda
General Manager
ME Business Unit
System Products Division

Some of our Premium Customer List for Ultrasound Bone Densitometer(BMD Machine)

Government Hospitals (Purchase via GEM and other platform)

- Army Hospital, Dehradun
- Department of Orthopedics, PGIMER, Chandigarh
- Government CIVIL Hospital, Jawad, Neemuch
- Government PHC Hospital, Ratangarh, Neemuch
- Government CHC Hospital, Singoli, Neemuch
- Rohilkhand Medical College & Hospital, Bareilly
- The Head, Department of Home Science, Nagpur
- SMO, ATS, Belagavi
- AIIMS Hospital, Manglagiri, Vijayawada
- SDM College Ayurveda, Udupi
- Officers Training Academy, Chennai
- Government Ayurveda College, Trivandrum
- Calcutta University, Kolkata (4 Units)

Private Hospital, Pharma Companies, Diagnostic Centre, NGO and BMD Camps Organizer's

North India (Delhi, Haryana, Punjab, UP, Rajasthan, Himachal Pradesh., Madhya Pradesh)

- Moolchand Hospital, New Delhi
- New Bhandari Hospital, Rajouri Garden, New Delhi
- Microlab Limited, Delhi
- UNOSOURCE PHARMA LIMITED, Delhi
- BR Biomedicals Pvt. Ltd. Delhi
- Mankind Pharma Limited, New Delhi
- Woomen Horlic, Delhi – 4 Units
- Sri Chitra Gupt Sabha trust Noida(Regd), Noida
- Bal Dharmarth Hospital, Jind, Haryana
- Spencer India Technologies Private Limited, Delhi
- Life Step Pvt. Ltd, Delhi
- Tashi Medi System, Faridabad
- Medinova Lab, Jammu
- Dr. KK Jain, Jain Clinic, Shimla
- Sanjay Orthopedic and Maternity Center, Dehradun
- Dr. Bikram Singla, Bikram Joint & Trauma Centre, Faridkot
- Overseas Healthcare Pvt. Ltd., Ludhiyana – 4 Units
- Aareen Healthcare, Ludhiyana – 3 Units
- Alo Pharma, Ludhiyana
- Apollo Clinic, Chandigarh
- Guru Ka Langar Eye Hospital, Chandigarh
- World Cancer Care Charitable Society, Jalandhar – 2 Units
- Sismed Biotech, Jalandhar
- Paramjit Hospital Begowal

- Bharat Scientic Store, Amritsar
- Win Health Pharma, Amritsar
- Ultratech Cement Hospital, Bilaspur, Himachal Pradesh
- Garg Hospital, Gangapur City, Rajasthan
- Sai-Saumya Systems, Bhopal – 4 Units
- Dr. Jitendra Chaturvedi, Jabalpur
- Pradhan Mantri Bhartiya Jan Aushdhi Kendra, Gwalior
- Wezen Pharma, Gorakhpur
- Dr. Saurabh Singh Ranjan, Gorakhpur
- Amroha Clinic, Amroha, UP
- IPSUM MEDICARE, Lucknow
- Orphic Medicare Pvt. Ltd. Luck now
- Dr.Mandeep Kaur, Getwell Hospital, Agra, UP
- Seeta Hospital And Fracture Clinic, Mirzapur
- Dr. Manish Kumar Saini, Meerut

West India (Maharashtra, Gujarat)

- AIMS Hospital, Dombivali, Mumbai
- Kapadiya Multi Specialty Hospital, Mumbai
- Krishna Nursing Home, Mumbai
- Vircho Laboratories, Mumbai – 2 Units
- Geltech Pvt. Ltd. Mumbai – 2 Units
- Unosource Pharma Limited, Mumbai
- Elino Health, Mumbai – 5 Units
- Ms Amruta Surve, Mumbai – 2 Units
- Max Pharma Pvt. Ltd. Mumbai
- Dr. Suneet V. Shende, Mumbai – 3 Units
- Vedaswa Global Foundation, Mumbai
- Avishkar, Mumbai
- Social Upliftment and Development for Health Action, Mumbai
- Sevenhills Hospital, Mumbai
- ONP Meera Hospital Phadnis Clinic Pvt. Ltd. Pune
- Dr. Arvind Bhave, Bhave Hospital, Pune
- Ora Asia Pharmaceuticals Pvt. Ltd. Pune
- Ranka Hospital, Pune
- Sunmind Healthcare, Pune
- Dr. Sumitz Orthopedic Hospital, Pune
- Dr. Ravindra Kachare, Pune
- D Y Patil Hospital, Pune
- Dr. Amol Panwar, Dr. Pawar Hospital, Palus
- Mayuri BMD Services – 2 Units
- Dr. Pankaj Gujar, Gujar Spine Centre, Jalgaon
- Sigedar Hospital, Jalna
- Meditech Enterprises, Nanded
- Om Health Services, Nagpur – 2 Units
- Torrent Pharmaceuticals, Ahmedabad
- Saviour Hospital, Ahmedabad

- Ashirvad Hospital, Ahmedabad
- Cadila Pharmaceuticals, Ahmedabad
- Dr. Parag Desai, Gujarat Endocrine Centre, Ahmedabad
- NORTHSTAR DIAGNOSTICS PVT. LTD. Ahmedabad

South India (Tamilnadu, Karnataka, Andra Pradesh, Karla)

- Telerad RxDx Hospital, Bangalore
- Society For Health, Bangalore
- Trinity Health Associates, Bangalore
- Prajwal Surgical & Scientifics, Bangalore
- Vibrant Life Clinic, Bangalore
- Himalaya Drug, Bangalore – 4 Units
- Praana Meditech, Bengalore
- Dr. Hameed Husain, Sai – Rheumatology Center, Hyderabad – 6 Units
- Zering Smith Life Sciences, Hyderabad
- Nile Healthcare, Hyderabad
- Osteo Health Solutions, Hyderabad
- Tele Health Services Pvt Ltd, Hyderabad
- Apex Hospital, Hyderabad
- Polapragada Enterprises, Hyderabad
- Anu Diagnostic, Hyderabad
- Laxmi Narasimha Hospital, Warangal
- Sri Lakshmi Sai Health Solutions, Vijayawada – 4 Units
- Care & Cura Multispecialty Hospital, Anantapur
- ARM Healthcare Pvt Ltd, Chidambaram
- SPV International, Tirpattur, Chennai
- M-Tech Engineering, Chennai
- Paltech Systems, Chennai – 4 Units
- OHC Services, Chennai
- M-Tech Engineering, Chennai
- Chennai National Hospital, Chennai
- Acute Meditech, Chennai
- Aarupadai Veedu Medical College and Hospital, Pondicherry
- MM Ortho Specialty Hospital, Kumbakonam
- Shubham Medical, Port Blair
- Tarang Trades & Credits Pvt Ltd., Port Blair
- M/s Reemaz Exports, Tiruvannamalai

East India (West Bengal, Orissa, Assam, Sikkim, Jharkhand)

- SNS Healthcare, Cuttack
- Sai Associates, Cuttack
- Sarangi Clinic & Reaserch Center, Cuttack
- Dr. Bidyut Prava Das, Cuttack
- Suvam Medico, Cuttack
- Agarwal Nursing Home, Jharsuguda
- Jaya Enterprises, Sambalpur – 5 Units
- Dr. Amarjeet Kumar, Ranchi
- Hindalco Industries Limited, Lohardaga, Ranchi

- Satvik IVF, Ranchi
- Jaslok Hospital, Ranchi
- Electro Medical Imaging, Jharkhand
- TATA STEEL HOSPITAL, Jamshedpur
- Marwari Relief Society, Kolkata
- Genesis, Kolkata (He has purchased 20+ Units)
- CALCUTTA HEART RESEARCH CENTER U/O ALOKA MEDICARE PVT LTD, Kolkata
- Dr. Karan Kumar, Patna
- Khaveshwari Nursing Home, Bhagalpur
- Dr. Saswat Prasad, Raxaul Boarder
- Dr.Ram Babu Khetan, Bihar
- Mr. Dipankar Dutta, Guwahati
- Primasol Pharmaceutical Pvt. Ltd. Dibrugarh
- Ruchi Diagnostic Clinic, Gangtonk
- Dr. Anjani Kumar Agarwal, Silliguri, Assam
- Dr. Damani's Nursing Home, Dibrugarh, Assam
- Dr. Ranjit Kr. Pradhan, Dr. Pradhan Clinic, Bongaigaon, Assam
- Hope Clinic, Shillong, Meghalaya

Offer for Philips BV Vectra II Premium C Arm

For Dhanvantra Health Care Private Limited
Dr.Radhakrishnan Salai Mylapore Chennai-600004

PHILIPS

PHILIPS

Philips HealthCare

Date: 07-October-2022

Sub:Proposal for Dhanvantra Health Care Private Limited

Dear Sir,

With reference to our ongoing discussions regarding requirements at your esteemed institute, please find our budgetary offer for your ready reference & perusal –

Sl No	Equipment	Offer in INR
1	BV Vectra	Rs53,36,000
Final Price - Rupees Fifty Three Lakhs and Thirty Six Thousand Only		

Payment Terms – 20% advance balance via LC/DO against delivery

- Warranty - 12 months from the date of commissioning.
- GST is included and TCS extra as applicable.

Thanks and regards,

Legish Krishnan
Indian SubContinent| Philips India Limited

Philips India Limited
Building 9B Cyber City , Gurgaon, India, Tel 9958586664 Fax www.philips.com

ANNEXURE – A

Pos Qty Description

718400 C-ArmImageIntensifier BVVectra

Qty.	Description	Included
1	BV Vectra	V
1	REMOTE CONTROL	V
1	Universal sterilizable covers	V
1	Springbow for C-arc	V

Offer Description

BV Vectra
718400 C-ArmImageIntensifier BVVectra

Qty.	Description
1	**BV Vectra** BV Vectra, mobile C-arm, fixed anode, system with 9" II and 1k digital imaging chain. System is intended for wide range of applications in orthopedic surgery. The BV Vectra consists of a mobile C-arm Stand for image acquisition and a Mobile View Station, with two monitors for image processing, review, archiving and display. BV Vectra is a mobile surgical C-arm system which is highly reliable and easy to operate providing exceptional image quality at low dose. System functionality Mobile C-arm Stand: * Counterbalanced multi-directional C-arm. * Well-chosen center of gravity for easy frontal and lateral viewing. * Rear wheel steering. * Dedicated parallel movement. * Flat, easy to clean, user-friendly control desk with direct access to hard and soft key buttons and graphical display C-arm stand Includes: * Hand switch * system lock (key lock to enable or disable X-ray control and also up/down movement) * Two pedal foot switch for hands free and sterile control of X-ray (optional) (subject to country regulatory approvals) * Image Intensifier side Laser (optional) (subject to country regulatory approvals) X-Ray generation: * 2.3 kW High frequency generator * Precise tank unit with 0.5/1.5 IEC dual focus. * Integrated constant beam-filters * X-Ray Tank designed with appropriate cooling capacity, allowing prolonged orthopedic procedures X-Ray collimation: * The full-lead shutters are symmetrically rotatable and movable. * Both iris diaphragm and shutters can be set during fluoroscopy. Imaging system: * 9" (23cm) triple mode high contrast image intensifier. * User selectable field input sizes: 9"/6"/4.5" (23/16/12cm) * The CCD-TV system coupled with lens for optimal Image Quality. X-Ray modes: * Low Dose Fluoroscopy with Last Image Hold 0.1 to 3.0 mA * High Definition Fluoroscopy with Last Image Hold 0.2 to 6.0mA * Pulsed Fluoroscopy with Last Image Hold , 7.5 pulses/sec with a pulse width of 67 ms * Radiographic mode for digital exposures up to 21 mA ,9.75mAs KV range * 40 to 110 KV Live & Post Image processing: Body smart, Metal Smart, noise reduction and movement detection 12 bit Digital Fluoroscopy Imaging unit, with dedicated video pipeline processor. Featuring * Display image matrix size: 1KX1K * Recursive filtering for noise integration * Dynamic movement detection to avoid motion blur * Real-time edge enhancement, contrast and brightness * video invert * Image rotation on LIH * Flip and mirror * Park image

* Zoom and roam (real-time magnification freely movable to any section of an image)
* Measurement, Contrast brightness, annotation

Mobile view station:
* Two LCD monitors.
* DVD, Paper/transparent printer.
* Intuitive user interface consists of alphanumeric keyboard with mouse
* Optional View Pad /Remote control

Patient Privacy Protection
* Protecting patient information from unauthorized access by means of a password.
Two standard 19" Color LCD monitors for diagnostic Image Quality
* LCD monitors: 19" dark screen, 170 degrees viewing angle in both horizontal and vertical direction
* Resolution: horizontal: 1280 dots, vertical: 1024 dots
* Typical brightness: 330 cd/m2
* Minimal Contrast Ratio: 600: 1

Image Archival and Transfer
* Patient database including 140000 image memory
* Images can be archived in a CD/DVD, USB or transfer to PACS system in DICOM as well as PC format like JPEG format
* The DICOM image formats are: Secondary Capture (SC) with/without text and X-ray Angiography (XA multi frame)
* This option supports:
o DICOM print
o DICOM store
o DICOM Export with structural dose reporting
o Work List Management (optional) (subject to country regulatory approvals)

Image printing
* System has an option of thermal and paper printer.

1 **REMOTE CONTROL**
The Hand-held Remote Control allows tableside access to the imaging modes and to the main image handling functions. For this purpose the remote control can be placed in a transparent sterile cover. The remote control has an IR transmitter that communicates with the receiver that is located just above the monitors of the MVS.

1 **Universal sterilizable covers**
Comprising:
• Set fabric sterilizable covers 1 set of 3 covers
• Covers for the image intensifier container C-arc and tank unit

1 **Springbow for C-arc**
Comprising:
• Springbow for sterilizable cover of the C-arc

PHILIPS

Offer for Dhanvantra Health Care Private Limited

Azurion 7C12 Ceiling Mounted Premium Cathlab System

PHILIPS

Date: 24-August-2022
Quote - ISC035981

To,
Dhanvantra Health Care Private Limited
Dr Radhakrishnan Salai
Mylapore
Chennai – 600 004

Sub:Proposal for Dhanalakshmi Srinivasan Medical College & Hospital

Dear Sir,

With reference to our ongoing discussions regarding requirements at your esteemed institute, please find our budgetary offer for your ready reference & perusal –

Sl No	Equipment	Offer in INR
1	Azurion 7C12 Premium Ceiling Mounted Cathlab	Rs 6,50,00,000
Quoting Price - Rupees Six Crores and Fifty Lakhs Only		

Payment Terms – 10% advance balance via LC/DO against delivery

- Warranty - 12 months from the date of commissioning .
- GST is included and TCS extra as applicable.
- Quote Validity – 30 days .
- Delivery Timeline – 32 weeks from the receipt of DO /LC

Optionals

1	*Dynamic Coronary Roadmap*	*- Rs 22,00,000+ GST*
1	*3D-RA R6*	*- Rs 20,00,000+ GST*
1	*3D Roadmap*	*- Rs 19,00,000+ GST*
1	*SmartCT Angio*	*- Rs 22,00,000 +GST*
1	*HeartNavigator R3*	*- Rs 25,00,000 +GST*

PHILIPS

Azurion 7 M12

Qty.	Description	Included
1	Azurion 7 C12	V
1	Extend to 4 F MCS with 4 LCD	V
1	Examination light	V
1	Radiation shield	V
1	Bracket for Rad. Shield (ER)	V
1	StentBoost Live	V
1	Intercom	V
1	Pivot for table base.	V
1	Long mattress cardio	V
1	set of elbow supports	V
1	Table mounted radiation shield	V
1	Dicom Print compose	V
1	DVD writer	V
1	Quantitative Coronary Analysis	V
1	Isolated Wall Connection Box	V
1	TERMINAL BLOCK (WKN70) CRC-D	V
2	Cabinet Rear Cover	V
1	Cabinet Rear Cover Deep	V
1	FLOORPLATE AD5/AD7(NONSWIVEL)	V
1	Clip rail 390 cm G-Stand	V
1	Clip rails for MCC (390cm)	V
1	MONITOR CEILING CARRIAGE	V
1	Cable Management Cabinet	V

OPTIONALS

1	*Dynamic Coronary Roadmap*	X
1	*3D-RA R6*	X
1	*3D Roadmap*	X
1	*SmartCT Angio*	X
1	*HeartNavigator R3*	X

Third Party Items

Qty.	Description	Included
1	LEAD GLASS 120*100 CM	V
1	AngioProWorkstationCathLab-1yrs	V
5	Lead Goggles Front	V
5	Thyroid Shield (0.50mm Pb) Universal	V
5	Apron 0.5 Regular 100 x 60 cm	V
1	IGT Masterys GP4 120KVA 15min	V
1	IGT Masterys GP4 120KVA 15min	V
2	Disposable IBP Transducer Set	V

PHILIPS

Azurion 7 M12

Qty.	Description
1	**Azurion 7 C12** Advanced solution for performing full range of mainstream and complex cardiac and mixed interventions.

Key benefits

• See superb anatomical details with the 12 inch detector that offers an up to 39% bigger field of view while maintaining projection flexibility

• Optimized utilization of your lab by procedure based workflow

• Superb image quality to evaluate small details and vessels with clarity.

• Intuitive user interaction delivering an easy to use, easy to learn system

Enhancing confidence and insight

With our Live Image Guidance we aim to remove barriers to safer, effective and reproducible treatments, delivering clinical value where it's needed most - at the point of patient treatment. Intelligent and intuitive integration of live imaging, patient information, and procedure-based applications optimize real time therapy guidance.

The Philips Azurion 7C12 system is designed to support the full range of mainstream and complex cardiac interventions, including percutaneous coronary interventions, chronic total occlusion, bifurcation treatment and multi-vessel diseases. This future proof solution is designed around a single, standardized hardware and software platform that can be expanded as new needs arise or requirements change. A new workflow approach aims to support interventional teams in carrying out procedures for their patients, consistently and efficiently with great ease of use.

The Philips Azurion 7C12 uses a range of Procedure Cards to help optimize and standardize system set-up for your cases, from routine to mixed procedures.

Procedure Cards can increase the consistency of exams by offering presets (e.g. most-frequently used, default protocols and user-specified settings) on procedure-, physician- or departmental level. In addition, hospital checklists and/or protocols can be uploaded into the Procedure Cards to help safeguard the consistency of interventional procedures and help to minimize preparation errors.

The Philips Azurion 7C12 interventional X-ray suite has been specifically designed to save time by enabling the interventional team to work on all activities in the exam room - and at one or more work spots in the control room at the same time - without interrupting each other. This leads to higher throughput and faster exam turnover and contributes to quality of care.

To improve dose management, Philips Zero dose positioning enables you to move the stand and table to the region of interest shown on the last clinical image hold before a new acquisition is started, without any radiation.

Specifications

The Philips Azurion series contain a number of features to support a flexible and patient centric procedural workflow.

The Philips Azurion series (within the limits of the used Operating Room table) are intended for use to perform:

• Image guidance in diagnostic, interventional and minimally invasive surgery procedures for the

following clinical application areas: vascular, non-vascular, cardiovascular and neuro procedures.

• Cardiac imaging applications including diagnostics, interventional and minimally invasive surgery procedures.

The Philips Azurion 7 C12 system comprises five functional building blocks:

1. Geometry

2. X-ray Generation

3. Image Detection

4. User Interface

5. Viewing

Each functional building block is explained in further detail including accessories.

1. Geometry

A. 7 C12 stand

The ceiling suspended Poly-Diagnost G-stand offers full cardiovascular projection possibility. This configuration comprises the following features:

• A motorized, ceiling suspended Poly-Diagnost G-arm, which can be ceiling rotated to allow a three-sided patient approach at maximum free floor space with full body coverage.

• All stand movements are motorized. The motorized and manual parking movement consists of ceiling rotation and a longitudinal movement. Angulation and rotation of the Poly-Diagnost G-arm is motorized at high speeds.

• Parking and longitudinal movement of the Poly-Diagnost G-stand, can be done both manually and motorized.

• Comfortable, single operator control of stand parking or longitudinal positioning. It provides motorized base rotation at 12 degrees/s from +90 to -90 degrees, and motorized longitudinal movement at 15 cm/s over a maximum range of 440cm (Y stroke) by 260cm (X stroke)

The projection angles for the Poly-Diagnost G-arm in the head position (orientated parallel to the table) are:

• rotation 120 degrees LAO to 120 degrees RAO

• angulation 45 degrees cranial to 45 degrees caudal

The projection angles for the Poly-Diagnost G-arm in the left or right position of the patient (orientated perpendicular to the table):

• rotation 45 degrees LAO to 45 degrees RAO

• angulation 120 degrees cranial to 120 degrees caudal

Motorized stand movements with variable speed and configurable max speed, allowing:

• rotation up to 25 degrees/s

• angulation up to 25 degrees/s

The depth of the Poly-Diagnost G-arm is 105 cm. The stand features BodyGuard capacitive sensing for safe and fast positioning of the stand and the Dynamic Flat Detector. The variable source image distance

between focus and Dynamic Flat Detector input screen is 890 to 1235 mm.

The Dynamic Flat Detector is counter-balanced, which means it can be positioned both manually and motorized.

B. Patient Support

The patient table standard provides very light manual float movement, even for heavy patients, thanks to the mono-bearing technology. The long flat carbon fiber tabletop provides ample space to place e.g. catheters and guidewires. It comprises:

• Table top length of 319 cm including OR rails (316 cm excluding OR rails), width of 50 cm

• Metal-free cantilever 125 cm

• Floating table-top movement of 120 cm longitudinal and 2 x 18 cm transversal

• Maximum cantilever of 223 cm , for full patient coverage

• Motorized height adjustment from 74 - 102 cm

• Table tilt +17 /-17 degrees (optional)

• Table cradle +15 / -15 degrees (optional)

• Pivot range 270 degrees (-90 to +180 or +90 to -180 degrees), table can be locked at any position and has stops at 0, +/-13, +/- 90 and +/- 180 (optional)

• Maximum load: 250 kg (up to 250 kg patient weight plus 25kg accessories) plus 500 N for CPR in any longitudinal position of the table top.

2. X-ray Generation

A. Generator

The 7 C12 system comprises an integrated, micro-processor controlled Certeray generator based on high frequency converter technique. The Certeray generator comprises:

• X-ray generator 100 kW

• Voltage range is 40 - 125 kV

• Maximum current 1000 mA at 100 kV

• Maximum continuous power for fluoroscopy: 1.5 kW

• Program selection:

• Pulsed X-ray up to 3.75 , 7.5 , 15 , 30, 60(optional) frames/s for digital dynamic exposures

• Pulsed X-ray for pulsed fluoroscopy (30 | 15 | 7.5 | 3.75 | 1.875 | 1.0 | 0.5 img/s (non Clarity settings))

• Minimum exposure time of 1 ms

• ECG triggered acquisition: allows acquiring one exposure for each QRS peak with selectable delay time (optional)

• Automatic kV and mA control for excellent image quality prior to run to save dose

B. X-ray tube

The MRC200+ GS 05 08 tube assembly and cooling unit CU 3101 for cardiovascular systems comprises:

• 0.5/0.8 mm nominal focal spot values maximal 45 and 85 kW short time load

• Grid switching at pulsed fluoroscopy and low load exposure (to eliminate soft radiation and improve image quality)

• Continuous load ability: 3500 W (at 21 degrees C room temperature) / 4000 W (= Max assembly continuous heat dissipation)

• Application of SpectraBeam dose management

• Tube housing ROT 1001 for oil-cooled X-ray tube with thermal safety switch

• Maximum anode cooling rate of 1750 kHU/min

• Anode heat storage capacity of 6.4 [MHUeff]

C. System intrinsic

• Fully digital imaging chain in maximizing the utilization and technology of the x-ray generator, x-ray tube, flat detector and image processing.

• Customizable EPX protocols to each application according to user preferences for different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization)

• Built-in SpectraBeam filtering of low energy radiation to improve image quality and dose efficiency with MRC200+ X-ray tubes.

• Pre-filters of 0.2, 0.5 and 1.0 mm CU equivalent

• Automatic cardiac wedge positioning

• X-ray depth collimator with single semi-transparent wedge filter with manual and automatic positioning.

• Xper Beam Shaping, which means that both shutters and wedges can be positioned on the Last image Hold without the need for X-ray radiation.

• Xper Fluoro Storage, a grab function allows storage and archiving of both a fluoro image or the last 20 seconds of fluoroscopy run. These images or runs can be archived and reviewed as a regular run.

D. User selections

• removable anti-scatter grid to lower x-ray dose for pediatrics (grid ratio 12:1)

• ECG triggered acquisition, offering the possibility to acquire images at the same phase of the heart cycle. This applies to the low dose fluoro and exposure program for EP applications. This allows patient dose reduction by lowering the pulse rate to 1 pulse per heart and let the physician still focus on relevant items (optional)

• three programmable fluoroscopy modes can be selected from the control module. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization)

E. User dose awareness

DoseWise program: Philips DoseWise program is a set of techniques, programs and practices built into the X-ray system that ensures excellent image quality during each interventional application, while at the same time reducing x-ray dose at every opportunity. The DoseWise comprises of three building blocks to help reduce x-ray dose without compromising diagnostic quality: system intrinsic, user selection and awareness.

On-system monitor display provides and displays body zone specific Air Kerma data (10 zones for cardiac applications) in numeric and graphical bars.

• Graph displays the accumulated Air Kerma dose for the particular body zone of the actual projection

• When the accumulated Air Kerma dose of the particular body zone reaches the critical skin dose level of 2 Gy, it will be indicated on the display and made visible to the x-ray operator.

Radiation Dose Structured Report

Collection of dose relevant parameters and settings and export to a DICOM database (e.g. PACS) (dose information is sent in MPPS message not as Radiation Dose Structure report), according IEC60601-2-43, 2nd Edition. The reported data can be used for, for example:

• Quality improvement: evaluating trends in X-ray dose performance per facility, system, and operator. RDSR enables analysis of average dose levels & variance for routinely performed exams and procedures. Also, typical system usage can be extracted from the data, helping to identify root causes behind deviations and measures to improve.

• Analysis of individual patient cases: using dose levels and system usage per procedure

• Alerting for high dose cases, timely identifying patients at risk or deterministic effects, for proper follow-up.

Secondary Capture Dose Report

The Secondary Capture Dose Report function allows the user to save & transfer, manually or automatically, a patient Dose Report to PACS in DICOM secondary capture format.

The dose report will be stored in the related patient image folder.

3. Image Detection

The image chain with the 12 inch flat panel image detector comprises the following:

• A 30 cm (12 in.) diagonal triple mode Dynamic Flat Detector subsystem for fluoroscopy and cine-fluorography.

• A 5 modes 11*11/13.5*13.5/16*16/19*19/21*21 [cm] Dynamic Flat Detector

30, 27, 22, 19, 15 cm (12, 11, 8, 7, 6 inch) diagonal square formats

• The outer detector physical housing is 28.3*28.8 [cm]

• The digital output of the Flat detector is 1344*1344 pixels at 16 bit depth.

• The pixel pitch is 154 microns by 154 microns

• The DQE (0) is 77% providing high conversion of X-ray into a digital image, while maintaining a high MTF.

Philips Azurion has a storage capacity of 100,000 images at matrix size of 1024 x 1024, 10 bits. A maximum number of examinations is 999, with no limit to the maximum number of images per examination.

Xres is a multi-resolution spatial temporal noise reduction and edge enhancement filter for interventional applications. Xres exploits the full benefits of dynamic digital flat detector imaging to enhance sharpness and contrast and has been designed to reduce noise in fluoroscopy and exposure runs. The settings for Xres Cardio can be customized to improve image quality. Xres is a Philips unique image processing algorithm developed at Philips Research for medical applications.

4. User Interface

User Interface in Examination Room

The User Interface comprises a variety of User Interface modules in the Examination Room. There is the On-Screen Display, the touch screen module, Viewpad and the control modules.

The On-Screen Display is positioned on the left side of the live/ref monitor. The following system information is displayed:

• X-ray indicator

• X-ray tube temperature condition

• Gantry position in rotation and angulation

• Source Image Distance

• Table height

• Table top tilt and cradle angle, if applicable

• Detector field size display

• General System

• Selected Frame speed

• Fluoroscopy mode

• Integrated fluoroscopy time

• Skin Dose: dose rate during X-ray, cumulated dose when no X-ray

• Dose Area Product: dose rate during X-ray, cumulated dose when no X-ray

• Graphical bars for Body Zone specific dose-rate and accumulated skin dose levels, related to the 2 Gy level (for cardiac applications)

• Stopwatch

Touch screen module

The touch screen module is provided for use at either the tableside or in the control room. Optionally, it is possible to connect in parallel up to three touch screen modules on the system. The touch screen module has a touch screen, which can be operated when covered with sterile covers. The touch screen module includes multi-modality function that allows control of (depending on configuration):

• Compatible other equipment (e.g. IntraSight, CX50, Interventional Tools, EchoNav, DoseAware, Philips Hemo system)

• Monitor layout (Flexvision, switchable viewing)

• X-Ray settings (Collimation, Projections, Table, Series and Processing)

• Quantitative Analysis (optional) User can only start QA from the touch screen module, nothing more, No Controls

Viewpad

The Viewpad contains the preprogrammed function settings. The system is provided with two Viewpads. The following functions are provided:

• Run and image selection

• File and run cycle

• File overview

• Store to Reference image file

• Copy image to photo file

• Digital (fixed) zoom and panning

• Recall reference images, which means switching control of Viewpad function from life to reference monitor

• Laser pointer, intended to point at regions of interest on the image monitors

• LED indication of laser pointer on/off and battery low

Control module.

The control module can be positioned at three sides of the patient table, while keeping the button operation intuitively logical. The control module single-plane provides the following functionality:

• Tabletop float

• Table height position

• Table tilt angle if function is applicable

• Source Image Distance selection

• Gantry positioning

• Gantry rotation in an axis perpendicular to the floor

• Geometry reset button, which resets stand and table to a factory-default starting position

• Emergency stop button

• Execute button of the Automatic Positioning Control (APC) if applicable

• Unlocking button for table pivot function (if option is installed)

• Table tilt and cradle controls (if option is installed)

• Fluoroscopy Flavor selection defined per setting

• Shutters and Wedge positioning

• Manual or automatic semi-transparent wedge filter

• Xper Fluoro Storage

• Selection of the Detector field size

• Reset of the fluoroscopy buzzer

• Roadmap Pro activation if function is available

The control module is provided with a protection bar. This removable bar protects the buttons from

unintended control.

User Interface in Control Room

The control room comprises a review module, data color monitor and review monitor. The data and review functions are controlled by a single keyboard and mouse. The review module offers the basic functions for review. The most prominent functions can be controlled by the push of a button. The review module comprises the following functionality:

• Power on/off

• File and run cycle

• File, Run, and Image stepping

• Run and file overview

• Reset fluoroscopy timer

• Enable/disable X-ray

• Geo disable

Acquisition monitor. A standard keyboard and mouse control the user interface. The acquisition monitor is intended to follow live case in the ER. System information is displayed on the bottom of the monitor:

• Stopwatch and Time

• System guidance information

• Dose Area Product (DAP) and Skin Dose, as dose rate during X-ray and cumulative dose at no X-ray

• Frame speed settings, fluoroscopy mode, and accumulated Fluoroscopy time

• Exposure and fluoroscopy settings as Voltage (kV), Current (mA) and time (ms)

• Geometry information as rotation, angulation, and SID

Scheduling

In the scheduling page it is possible to add new patients (either querying from RIS/CIS or by creating patient locally). The patients can be listed and selected per date, physician, and intervention type. Previous DICOM patient studies can be uploaded with the DICOM Query Retrieve function in the Philips Azurion system. Patient management protocols are flexible and allow for multiple studies to be selected under one patient identification number. This means that new studies can be appended to an earlier patient file. Furthermore, each study can contain multiple examinations to allow for split administrative purposes. Each examination contains multiple files, like acquisition file, reference file, and QA results file.

Procedure Cards

Procedure Cards provide the information of room and patient preparation for each individual physician. Procedure Cards are customizable per setting and allow each physician to provide their own room protocols. Procedure Cards is intended to make hard copies of the protocol instructions redundant.

Acquisition

The acquisition page contains information on the currently selected patient.

Reviewing

The review page allows for reviewing of patients:

• Previous examination cases

• Review of other DICOM XA or DICOM SC studies.

Archiving

Clinical cases can be archived to a CD/DVD, USB or a PACS. The archive process can be completely automated and customized with settings. Parameters like multiple destinations, archive formats can be selected to the individual needs and wishes for programming under the settings.

With Philips Azurion the control room comprises of an acquisition monitor and a review monitor. The review monitor is a 24-inch color TFT-LCD medical grade monitor.

The Graphical User Interface on the Review monitor has the following features and possibilities:

• Step through file, run, or images

• File, and run overview

• Contrast, brightness, and edge enhancement settings

• Flagging of runs or images for transfer

• Applying text annotation in images

• DICOM printing if available

• Executing Quantitative Analysis Packages if available

• Subtraction functionality if available

This system is delivered with printed instructions for use and/or electronic instructions for use, as well as a quick start leaflet. A printed paper instruction for use can also be ordered at no additional cost.

5. Viewing

A. Viewing in examination room

Philips Azurion systems come as a default configuration with one 27-inch, high brightness color medical grade LCD monitor for clinical image display in the examination room. This LCD monitor is intended for viewing in the examination room and is designed for medical applications. The monitor is used for combined viewing of live images and reference display. Selection and storing of live to reference monitor are controlled by the infra-red remote-control Viewpad or via touch screen module.
Depending on the selection of further examination room monitor options the quantity of monitors and display sizes might change.

The On-Screen Display provides status information on stand rotation-angulation, table height, display of system messages, X-ray tube load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and Air Kerma dose.

The main characteristics are:

• 27 inch high brightness color TFT-LCD display

• Native format 1920x1080 Full HD

• 10 bit gray-scale resolution with gray-scale correction

• Wide viewing angle (approx. 178 degrees)

• High brightness (max 650 Cd/m2, default 400 Cd/m2)

• Long term luminance stability through backlight stabilization circuit

• Automatic brightness control with backlight sensor

• Control functions on side

• User programmable and standard reference setting

• On-Screen Display

• Internal selectable lookup table for gray-scale transfer function, including DICOM

• Internal power supply (100-240 VAC)

• Integrated LCD projection screen

If applicable included is a flat monitor ceiling suspension for 2 monitors (2F MCS). MCS includes motorized height adjustment. The Ceiling suspension allows flexible monitor positioning over a range of about 360 x 300 cm. At customer request, this 2 monitor MCS can be replaced by a 4 or 6-fold MCS or an MCS integration kit HD for non-Philips MCS. The MCS integration kit HD contains vital parts for system operation.

B. Viewing in Control room

Philips Azurion includes as a default configuration two 24" high brightness color LCD monitors. The color monitors are for acquisition and reviewing display. The quantity of monitors and size of the displays might change in case further control room monitor options are selected.

The main characteristics for color monitor are:

• 24 inch color TFT-LCD display

• Native format 1920x1080 Full HD

• High brightness (max 400 Cd/m2, default 350 Cd/m2)

• Wide viewing angle (approx. 178 degrees)

• Long term luminance stability through backlight stabilization circuit

• Automatic brightness control with backlight sensor

• Control functions on side

• User programmable and standard reference setting

• On-Screen Display

• Internal selectable lookup table for gray-scale transfer function, including DICOM

• Internal power supply (100-240 VAC)

• Integrated USB hub

A Philips Azurion system includes the DICOM Image Interface which enables the export of clinical images to a DICOM destination like a CD-Medical station or a PACS server. The export formats are based on DICOM 3.0 protocols. The system exports clinical studies in Cardiac DICOM XA Multi-Frame or DICOM Secondary Capture formats.

The DICOM Image Interface transfers through its fast Ethernet link, making images available on-line within seconds. The archive process can be configured by X-ray settings. The images are sent out either in the background, or manually upon completion of the examination. The export format is configurable

in 512x512 or 1024x1024 matrix in 8- or 12-bit depth. The examination can be sent to multiple destinations for archiving and reviewing purposes. The DICOM Image Interface provides DICOM Storage and DICOM Storage Commitment Services. The DICOM Query/Retrieve function allows older DICOM XA MF and DICOM SC studies to be uploaded in the system. Furthermore, additional information can be appended to a study while keeping the patient identification the same.

Security

The Philips Azurion system runs on the Windows 10 Operating system and offers features such as OS Hardening, AppLocker, & BitLocker functionality

Remote service

Access to the system from a Remote location is possible via network or modem connection. Remote access to a system shortens the time needed for e.g. changing system settings or problem diagnosis.

Environmental

At Philips Healthcare, we feel the responsibility towards society and the environment. The latest 7 C12 system is a perfect example of our EcoVision program. By examining every aspect of the 7 C12 design and development through a green eye, we drastically reduced the products environmental impact.

Azurion 7 M12 is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

1 **Extend to 4 F MCS with 4 LCD**

Extend to 4 monitors for monitor ceiling suspension (4F MCS).

Key benefits
• Make efficient use of your lab space
• Enhance visibility for a variety of procedures
• Widescreen design embraces new display formats

Get a wider view of the situation
Many interventional suites are looking to improve their efficiency and quality of patient care during the variety of procedures they perform. The Series 7 family of Monitor solutions is designed to help you achieve both goals. Mix and match the widescreen monitors to make efficient use of your lab space. Each monitor can display input from different sources so you can see just what you need for different phases and types of procedures. The high definition color widescreen monitors enhance the visibility of fine details and vital signs. This design allows your lab to easily embrace new widescreen formats as they become available without investing in new monitors.

Specifications
Monitor Ceiling Suspension (MCS) includes motorized height adjustment and it allows flexible monitor positioning over a range of about 360 x 300 cm. This option includes 4 x 27 inch high brightness color medical grade LCD monitors. One of these monitors has two DVI inputs to display one or two input channels. Using both DVI inputs (dual view) can impact screen size of the external source, e.g. an external source with 1280x1024 resolution is displayed on 15,1 inch screen size in dual view mode.

1 **Examination light**

• Provides high intensity illumination of treatment area
• Handgrip can be sterilized and used with a disposable cover

Enhance illumination of treatment area
During cardio vascular and neuro vascular procedures, a bright light is sometimes used to better distinguish pathology. The exam light is designed to provide high intensity illumination at 70,000 Lux of the entire treatment area. Its handgrip allows the light beam to be easily positioned and focused. The handgrip can be removed for sterilization and used with a disposable cover.

1 **Radiation shield**

• Transparent ceiling mounted shield can be easily positioned where needed
• Can be used in combination with lower body radiation shield

Protect the upper body from scatter radiation
Radiation shields can provide substantial protection from scatter radiation during interventions. The ceiling mounted radiation shield is designed to protect the eyes and upper body of the physician and staff against scatter radiation during procedures. The transparent ceiling mounted

shield is equipped with a two section suspension arm. With Azurion 7, the arm can be mounted on the monitor ceiling carriage. This allows the shield to be easily positioned where needed. With Azurion 3, the arm can be mounted on to the ceiling.

It can be used in combination with the table mounted lower body radiation shield.

This option requires a radiation shield bracket.

1 **Bracket for Rad. Shield (ER)**
• Easy positioning of radiation shield

Easy positioning with MCC mounted radiation shield
This ceiling bracket allows you to mount a radiation shield on the monitor ceiling carriage (MCC) for easy positioning where needed.

1 **StentBoost Live**
When inserting a stent in complex cardiac vasculature, inexact positioning and under deployment are always a challenge.

StentBoost Live allows physicians to improve the visualization of balloons and stents in coronary arteries on-the-fly to clarify the situation at any moment during an intervention. The user simply presses and holds the foot pedal to boost visualization during the cine run. He can use StentBoost Live to check the position of a device in real-time and confirm stent expansion while the balloon markers are still in place. He can then take any corrective action immediately if required. To do this, StentBoost Live automatically detects the balloon markers in each acquired image. The detected markers are aligned with the markers found in previous image(s) and temporal and spatial filtering is applied to enhance all radiopaque material in close proximity to the markers. All of this occurs in a few hundreds of milliseconds to produce an enhanced visualization in real-time. StentBoost Live can be applied to any cine run acquisition and at least four frames of images are required.

StentBoost Live features include: - Automatic marker detection; - Real-time image enhancement during the StentBoost Live run; - Immediately after acquiring the StentBoost Live run, the run is automatically looped three times to allow for further review; - StentBoost Live functionality is fully integrated in the interventional X-ray system; - Image snapshots or movies can be archived to any DICOM compatible PACS. These include DICOM XA and DICOM SC.Note: when ordering Dynamic Coronary Roadmap and/or StentBoost Live for a non-FlexVision system a single dedicated color monitor must be added to the MCS.

· StentBoost Live is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

1 **Intercom**
• Enhance communication between exam room and control room

Enhance communication
The remote intercom is used to communicate between the examination and control room. A separate intercom can be connected to the system and placed in the preferred working position in the control room or examination room. The listen function can be selected separately on each intercom. Activating the talk function on a selected intercom automatically disables this function on the other intercom.

1 **Pivot for table base.**
• Flexible positioning for upper extremity angiography
• Easy patient transfer

Flexible positioning and transfers
Transradial access, upper extremity angiography, and patient transfer have never been simpler with our optional Pivot feature. One finger push-to-pivot allows effortless patient positioning. It moves with less friction, making it easier to move larger patients. A secure mechanism locks the tabletop in place to prevent it from moving.

1 **Long mattress cardio**
• Enhances patient comfort
• Adapts to the shape of the patient’s body

Enhance patient comfort during cardio exams
To enhance patient comfort during cardio exams, the inflatable, latex free mattress can be used. It is extra-long to accommodate the patient on the tabletop, and adapts to the shape of the patient’s body. The pressure within the mattress is evenly distributed so that it recovers its original shape quickly.

Dimensions of the mattress:
Length: 3165mm
Width: 500mm
Height: 70mm
Radius: 150mm

1 **set of elbow supports**
• Enhances comfort for patient's arms

Comfortable support for patient's arms
These arm supports are designed to support the patient's arms comfortably during examinations and also prevent the patient's arms from hanging over the side of the table.

1 **Table mounted radiation shield**
Protect the upper body from scatter radiation

Radiation shields can provide substantial protection from scatter radiation during interventions. The table mounted radiation shield is designed to offer additional protection for the physician and staff against scatter radiation during procedures. The shield consists of two protective parts: a lower shield and an upper shield.The shields can be mounted to either the right or left table accessory rails. Each radiation shield can be easily pivoted into the required working position and parked underneath the tabletop to facilitate patient preparation. The upper shield can be positioned upright to provide protection, or can be folded down for free access to the patient.

Specifications- Lower shield measuring 70 cm high x 80 cm wide curved shape, 0.5 mm Pb equivalence- Upper shield measuring 40 cm high x 50 cm wide 0.5 mm Pb equivalence- Mounting clamp- Docking device for wall mounting.The Radiation Shield is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

1 **Dicom Print compose**
• Print images from X-ray system

Share and archive hardcopies of images
To print examination images from the X-ray system, the DICOM Print option can be used to connect the X-ray system to any DICOM printer. This is an automated printing protocol. The option provides Print Manual Overrides, Print Job submission, and Print Job management.

1 **DVD writer**
Key benefits
• Store images and information on DVDs for easy sharing

Store images and information on DVDs for easy sharing
To provide flexible storage options, a DVD writer is available with the Philips X-ray system. Procedural images and information can be stored on DVDs and used for archiving, training and presentations.

Specifications
Export and import of X-ray images and X-ray runs to DVD and/or from DVD

1 **Quantitative Coronary Analysis**
Key benefits
• Allows quantitative quantification of coronary artery dimensions
• Aids confident decision making for device selection, approach angles and follow-up
• Designed for efficiency with single click functions and fast results

Easily obtain objective assessment of coronary artery
To support decision making and allow assessment of vasculature during cardiac interventions, the 2D quantitative coronary analysis supports quantification of coronary artery dimensions of about 1 to 6 mm from 2D angiographic images. With one click, the relevant segment is detected and a visualization of the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area is created.

Specifications
• Automated segmentation of selected coronary
• Diameter measurement along the selected segment
• Automated obstruction analysis
• Stenosis diameter, stenosis length
• % stenosis diameter, % stenosis area

• Automated and manual calibration routines
• Store result page

Analysis of the targeted vessel segment has been simplified with the single click function. Position the mouse on or close to the stenotic area and click once to detect the relevant segment. The visualization shows the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area.

1 **Isolated Wall Connection Box**
Isolated Wall Connection box to support the display of an external video source on a monitor in the examination room

Many interventional facilities use video to record and stream images from other modalities on the interventional X-ray suite for training or presentation purposes. The Video Wall Connection Box facilitates connection of the video source via a standard DVI cable/connector and lossless transfer of the video signal over the approximate 30 meter long cable. It can be mounted in the examination room or in the control room, depending on the location of the video source.

SpecificationsThe quantity of the VWCB's has to be calculated as follows:- For each video signal via MultiVision: 1 VWCB (max = 4)- For each video signal to FlexVision XL on Cardio System: 1 VWCB (max = 9)- For each video signal to FlexVision XL on Vascular System: 1 VWCB (max = 8)- For each 3rd party video signal directly connected to an LCD in the MCS: 1x VWCBNote:No VWCB is required in case a video signal is connected directly to a dedicated LCD from the following sources:1) Live/ref Slaving2) Interventional HW (XtraVision), IntelliSpace Portal, Philips Xcelera (only if workstations are powered by Philips X-ray system)3)XperIM

- Easily stream video to other locations
- Stream video from other modalities on the interventional X-ray suite
- Connect external video in the exam room

1 **TERMINAL BLOCK (WKN70) CRC-D**

2 **Cabinet Rear Cover**
Cabinet Rear Cover
1 **Cabinet Rear Cover Deep**

1 **FLOORPLATE AD5/AD7(NONSWIVEL)**
This unit is a prerequisite for the installation of the table. This item can be ordered in advance in order to perform hospital room preparations in advance for the installations of the table.

Compatible with:

- Patient table, both without and with pivot

1 **Clip rail 390 cm G-Stand**
Ceiling rails with clip mounting and isolation parts length 390 cm.
1 **Clip rails for MCC (390cm)**
Comprising of: - 2 clip rails length 390 cm- Mounting material for 200 cm track pitch

1 **MONITOR CEILING CARRIAGE**
Monitor ceiling carriage
1 **Cable Management Cabinet**
Cable Management Cabinet

1 ***Dynamic Coronary Roadmap***
(Opt)

When advancing guidewires and devices through the vasculature during percutaneous coronary interventions, it’s important to understand the relationship between the device and the anatomy.

Navigation is based on the physician's knowledge of the patient's anatomy, shown on angiograms and live fluoroscopic images. As the physician works, small shots of contrast agent are applied to check the device position, on the live fluoro image with the anatomical reference provided by the previously acquired angiogram.

Dynamic Coronary Roadmap combines the live fluoro and angiogram image into a single adaptive roadmap image, which provides immediate feedback on the position of the device and its relationship to the anatomy to guide navigation. Dynamic Coronary Roadmap features include: - Automatic creation and storage of a dynamic roadmap from each acquired coronary angiogram. Only one roadmap per projection is stored; - Automatic overlay of the dynamic roadmap on live fluoroscopy; - Automatic guidance to reach projections for which a roadmap is available; - The Dynamic Coronary Roadmap functionality is fully integrated in the interventional X-ray system; - Image snapshots or movies can be archived to any DICOM compatible PACS. These include DICOM XA and DICOM SC.

Note: when ordering Dynamic Coronary Roadmap and/or StentBoost Live for a non-FlexVision system a single dedicated color monitor must be added to the MCS.Dynamic Coronary Roadmap is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

1 ***3D-RA R6***
(Opt)

3D-RA
3D-RA (3D Rotational Angiography) provides extensive 3D visualization of anatomy and vessels.

Key Benefits
• Provides 3D imaging in the interventional suite to enhance decision making and guidance
• Supports accurate assessment of vascular pathologies by providing high-resolution 3D reconstructions of small vessels and lesions
• Enhances understanding of vascular anatomy for interventional treatment planning and to verify procedural outcome

Enhancing 3D functionality
Visualizing the complex spatial relationship between critical and branching vessels often involves several sequential DSA acquisitions and radiation dose for the patient. 3D-RA (3D Rotational Angiography) provides extensive 3D visualization of anatomy and vessels based on a single contrast-enhanced rotational angiogram. Its high-resolution 3D reconstructions provide critical information about depth and the relationship of one vessel to another to support the accurate assessment of anatomy and vasculature.

With 3D-RA, complex anatomy such as aneurysms or tortuous vessel structures can be assessed in three dimensions. This enhances the chances of delineating the neck of aneurysms, for example, and its shape and relationship to adjacent arteries.

Combined with the unique whole-body coverage of the X-ray system, specifically designed for 3D imaging, 3D-RA can cover cerebral, abdominal, and peripheral vasculature as well as other anatomy.

Specifications
Image Acquisition
Image acquisition is performed with the Rotational Angiography feature of the X-ray system with the flexibility to position the C-arm in either head or side (not F12) position.
C-arm in head position: scan range of 240 degrees with a rotation speed up to 55 degrees/sec.
C-arm in side position: scan range of 180 degrees with a rotation speed up to 30 degrees/sec.

3D Vessel Reconstruction
The rotational run is automatically transferred and displayed as a 3D vessel model: with the Real-Time digital link (option) 120 images are reconstructed into a 3 dimensional model within seconds. Additional reconstructions, using the Reconstructive Zooming Technique, can be performed as well.

Workflow
Automated 3D-RA process from 3D acquisition to 3D Viewing,
3D at touch screen module (option),
3D Automatic Position Control (3D-APC),

3D Follow C-arc.

Calibration
3D-RA calibrations are performed by Philips Customer Support.
3D-RA calibration data are stable over at least 6 months' time.

Viewing
Real Time user interface.
Philips' CRM (Contrast Resolution Management) Technology.
Image rendering:
Volume/Surface Rendering,
MIP,
Endoscopy,
SUM (pseudo X-ray image)
Gradient rendering,
Cut-plane function,
Orthoviewer,
MPR (Multi-Planar Reformatting),
SpineView,
5 distance measurements calculated in the same volume, including "Quick measurement".
Volume calculation
Automated Vessel Analysis (AVA),
Computer Assisted Aneurysm Analysis (CAAA),
Catheter tip shape simulation,
Virtual stenting,
Annotation,
Interpolative Zoom
Reconstructive Zooming Technique,
Subtraction of reconstructed volumes,
Automatic Voxelshift,
Set grey values WW/WL,
Store/Recall of user defined projections.

Archiving
Transfer to:
Optional Hard Copy unit (DICOM Print),
DICOM compatible device, supported are DICOM XA, DICOM SC, DICOM CT and DICOM 3D,
Any PC in a standard PC compatible format (JPEG, AVI),
One or multiple DVD's, CD-ROM(s),
USB device.

3DRA on TSM

Key benefits
• Designed to enhance efficiency during procedures
• Perform a 3D-RA scan without leaving the exam room

Table side operation of 3D-RA
To enhance efficiency in the interventional or surgical room during procedures, the 3D-RA (3D Rotational Angiography) on touch screen module option allows physicians to perform 3D-RA scans at the table side. 3D-RA provides extensive 3D visualization of anatomy and vessels in just four seconds based on one rotational angiography run and one contrast injection. Its high-resolution 3D reconstructions provide critical information about depth and the relationship of one vessel to another to support the accurate assessment of anatomy and vasculature.

Specifications
From the 3D-RA menu on the touch screen module, user can rotate, translate, and take snapshots of images. Views can be stored and recalled. User can select 3D-APC (3D Automatic Position Control) and follow stand mode.
Other 3D-RA functions on the touch screen module:
• Start mouse mode

• Segmentation (window-width/window-level control)
• 3D zoom control
• Recall Anterior-Posterior view

3D-RA is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

1 ***3D Roadmap***

(Opt)

3D Roadmap overlays real-time 2D fluoroscopy images on a 3D reconstruction of the vessel tree. Key benefits: - Provides full 3D view to enhance navigation of guide wire and catheter through complex vascular structures; - Helps to overcome the limitations of 2D roadmaps in visualizing overlapping vessels; - Offers a high level of precision thanks to real-time compensation for gantry, table, and small patient movements.

Live 3D image guidance: Diagnosing and treating vascular diseases without a clear picture of the relationships between overlapping vessels is a daily challenge for interventionists. 3D Roadmap was developed to overcome the limitations of 2D roadmap images in visualizing overlapping vessels and eliminate the need to perform multiple DSA runs. This technique offers a real-time roadmap alternative that provides dynamic 3D image guidance for navigating through vascular structures anywhere in the body.3D Roadmap overlays real-time 2D fluoroscopy images on a 3D reconstruction of the vessel tree acquired with 3D-RA or XperCT, both available on the X-ray system. The resulting roadmap shows the progress of a guide wire, catheter, or coil in real-time. It is designed to improve visualization and navigation for complex neuro, vascular, and oncology interventions.Specifications: 3D Roadmap is based on the visualization of the vessel tree from 3D-RA acquisitions, activated with one button touch at tableside.

Viewing: Table side control: bidirectional link between the X-ray system and 3D Roadmap, 3D Automatic Position Control, 3D Follow C-arc, The 3D roadmap provides the freedom to change: The angulation of the C-arc, The rotation of the C-arc, The Field of View, The Source to Image Distance, Landmarking, 3D blending, WW/WL settings, Store and review runs, Store snapshots and movies.Transfer/ export to: Optional Hard Copy unit (DICOM Print); DICOM compatible device; supported are DICOM XA, DICOM SC, DICOM CT and DICOM 3D; Any PC in a standard PC compatible format (JPEG,AVI); One or multiple DVD's, CD-ROM(s); USB device.

· 3D Roadmap is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

1 ***SmartCT Angio***

(Opt)

SmartCT Angio offers a 3D Rotational Angiography (3D-RA) acquisition technique augmented with step-by-step guidance, advanced 3D visualization and measurement tools all accessible on the touch screen module at table side. To support you perform a fast and first-time-right* 3D-RA acquisition and streamline your workflow, you are guided though 4 key steps.
1- Room setup
2- Proper 3D protocol with corresponding suggested injection protocol (when applicable)
3- Collision free Zero dose table iso-centering
4- When to press and release the acquisition button

Once the 3D rotational scan is successfully performed, the acquired 3D image is automatically displayed in the SmartCT 3D visualization tools with the adequate rendering settings and the 3D measurement tools tailored for the selected 3D protocol.

Key Benefits
• Provides 3D imaging in the interventional suite to enhance decision making and guidance
• Supports accurate assessment of vascular pathologies by providing high-resolution 3D reconstructions of small vessels and lesions
• Enhances understanding of vascular anatomy for interventional treatment planning and procedural outcome verification.

Enhancing 3D functionality
Visualizing the complex spatial relationship between critical and branching vessels often involves several sequential 2D (DSA) acquisitions and radiation dose for the patient. SmartCT Angio offers a 3D-RA (3D Rotational Angiography) acquisition protocol that provides extensive 3D visualization of anatomy and vessels based on a single contrast-enhanced rotational angiogram. Its high-resolution 3D reconstructions provide critical information about depth and the relationship of one vessel to another to support the

accurate assessment of anatomy and vasculature.

With SmartCT Angio, complex anatomy such as aneurysms, complex anatomy, or tortuous vessel structures can be assessed in three dimensions. This enhances the chances of delineating the neck of aneurysms, for example, and its shape and relationship to adjacent arteries. It also enhances the assessment of complex congenital heart disease anatomy and its relationship to adjacent structures.

Combined with the unique whole body coverage of the X-ray system, specifically designed for 3D imaging, SmartCT Angio can cover cerebral, abdominal, cardiac, and peripheral vasculature as well as other anatomy.

Specifications
4 step Guidance.

1. Room setup
2. Proper 3D protocol with corresponding suggestion of injection protocol (when applicable)
3. Collision free Zero dose table iso-centering
4. When to press and release the acquisition button

Image Acquisition
Image acquisition is performed with the Rotational Angiography feature of the X-ray system with the flexibility to position the C-arm in either head or side (not F12) position.
C-arm in head position: scan range of 240 degrees with a rotation speed up to 55 degrees/sec.
C-arm in side position: scan range of 180 degrees with a rotation speed up to 30 degrees/sec.

3D Vessel Reconstruction
The rotational run is automatically transferred and displayed as a 3D vessel model: with the Real-Time digital link (option) 125 images are reconstructed into a 3-dimensional model within seconds. Additional reconstructions, using the Reconstructive Zooming Technique, can be performed as well.

Workflow
Step by step acquisition guidance
Automated 3D-RA process from 3D acquisition to 3D Viewing,
3D at touch screen module,
3D Automatic Position Control (3D-APC),
3D Follow C-arc.

Calibration
3D-RA calibrations are performed by Philips Customer Support.
3D-RA calibration data are stable over at least 6 months' time.

Viewing
Real Time user interface.
Philips' CRM (Contrast Resolution Management) Technology.
Image rendering:
Volume/Surface Rendering,
MIP,
Average
Gradient rendering,
MPR (Multi-Planar Reformatting),
unlimited distance measurements calculated in the same volume, including "Quick measurement".
Volume calculation
Lesion segmentation,
Annotation,
Reconstructive Zooming Technique,
Subtraction of reconstructed volumes,
Set grey values WW/WL,
Store/Recall of user defined projections.

Archiving
Transfer to:
Optional Hard Copy unit (DICOM Print),
DICOM compatible device, supported are DICOM XA, DICOM SC, DICOM CT and DICOM 3D,

Any PC in a standard PC compatible format (JPEG, AVI),
One or multiple DVD's, CD-ROM(s),
USB device.

*Evaluated with clinical users in a simulated lab environment with a total of 17 teams consisting of a physician and a radio-tech, with different levels of experience

SmartCT is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

1 ***HeartNavigator R3***

(Opt)

HeartNavigator R3 automatically segments anatomical structures, anatomical landmark points and anatomical planes from previously acquired DICOM compliant CT datasets. Key benefits: - Deeper anatomical understanding to plan and perform TAVR/TAVI, mitral valve replacement and LAAC procedures; - Immersive user experience and fully automated tasks simplify planning, measurement, device selection and choice of X-ray viewing angle; - Enhanced insight into calcification distribution.

When planning a structural heart disease (SHD) procedure, an objective assessment on vascular anatomy can help you work with greater confidence and avoid complications. Understanding the patient's individual anatomy when planning a transcatheter aortic valve replacement or implantation (TAVR/TAVI), mitral valve replacement, left atrial appendage closure (LAAC) or other procedure helps you select the appropriate approach, and size and type of a device. In addition, safely navigating the valve delivery devices through anatomy and deploying the valve in the correct position are recognized as technical challenges when performing TAVR/TAVI procedures.HeartNavigator Release 3 automatically segments anatomical structures, anatomical landmark points and anatomical planes from previously acquired DICOM compliant CT datasets to support a wide variety of structural heart disease procedures.

Different visualization tools, including anatomical landmarks, virtual devices, viewing planes and measurements are available to support precise planning. Specifications: - Automatic segmentation of tissue, anatomical structures, landmarks, calcium, anatomical planes and viewing angles within the cardiac CT data for TAVI/TAVR; - Automatic distance, diameter, area and perimeter measurements for TAVI/TAVR; - Automatic Free centerline measurement along the ascending aorta for TAVI/TAVR; - Segmentation, measurements and viewing angles for other SHD procedures, e.g. mitral valve replacement and left atrial appendage closure; - Up to date virtual device library for TAVI/TAVR procedures; - Report with all relevant measurements, viewing angles and selected device as print for use in exam room or stored on the PACS; - Live guidance with CT overlay and automatic viewing angles; - Highly automated intuitive workflow; - Enhanced anatomy visualizationContact your local sales person for any CT compatibility details.

- HeartNavigator R3 is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

Loose Item

Qty.	Description
1	**LEAD GLASS 120*100 CM** LEAD GLASS 120*100 CM
1	**AngioProWorkstationCathLab-1yrs**
5	**Lead Goggles Front** Goggles Front & Side
5	**Thyroid Shield (0.50mm Pb) Universal** Thyroid Shield (0.50mm Pb) Universal
5	**Apron 0.5 Regular 100 x 60 cm** Coat Apron Lead Equivalencs 0.5 mm Pb Regular 100 x 60 cm
1	**IGT Masterys GP4 120KVA 15min**
1	**IGT Masterys GP4 120KVA 15min**
2	**Disposable IBP Transducer Set** Disposable IBP Transducer

2 TERMS OF TRADE

I. GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SOFTWARE LICENSE ("CONDITIONS OF SALE") BY PHILIPS INDIA LIMITED ("COMPANY") .

These Conditions of Sale consist of Part A, General Terms, and Part B, Software License Terms. Unless otherwise provided in Part B, all terms and conditions set out in Part A equally apply to Part B.

A. GENERAL TERMS

1. DEFINITIONS: The following terms used in these Conditions of Sale shall have the meaning set forth below:

Affiliate with respect to Philips, shall mean any entity which controls, is controlled by or under common control of Koninklijke Philips N.V.
Equipment shall mean equipment comprising the Products.
Conditions of Sale shall mean the terms and conditions contained in Part A and Part B of these Conditions of Sale.
Contract shall mean the contract for supply of the Products between Philips and the Customers comprising of the Quotation, Conditions of Sale, order confirmation by way of purchase order or otherwise and the order confirmation by Philips, invoice raised by Philips including standard terms of invoice.
Contract Value shall mean the price agreed for supply of the Product(s) by Philips under the Contract. *Customer* shall mean a person or entity to whom a Quotation is made by Philips for supply of Products and/or licensing of software, and who issue a purchase order based on the Quotation.
General Terms shall mean the terms and conditions contained in Part A of these Conditions of Sale.
Quotation shall mean any quotation for Products made by Philips to a Customer.
Philips shall mean Philips India Limited.
Products shall mean certain medical equipment supplied by Philips, including parts, accessories and Licensed Software, as specified in the Contract.

2. VALIDITY OF QUOTATION: A Quotation is open for acceptance within the period of 60 days of its issuance and is subject to change or withdrawal by Philips prior to such acceptance. The Conditions of Sale shall form part of the Quotation and are available on Philips' website [ ] , a copy of which can be downloaded for records.

3. PURCHASE ORDER: The Conditions of Sale shall apply to any sale of Products and Software License by Philips. An issuance of purchase order will be an acceptance of the Conditions of Sale and of the Quotation, and any terms to the contrary will not apply.

4. CONFIRMATION: The Customer shall be deemed to have understood and accepted the terms of Conditions of Sale and specific terms and conditions contained in the Quotation. Any purchase order, whether or not arising from a Quotation, shall be subject to Philips' confirmation in writing.

5. PRICES: The prices for the Products as set out in a Quotation are exclusive of any taxes, local levies etc. (which are imposed by any governmental entity or authority on the sale of goods including the Goods and Services Tax and Tax Collected at Source (the "Taxes"). Taxes which arise out of or are imposed in relation to the supply of Products shall be borne by the Customer. GST invoice is prepared on the basis of Customer GSTIN provided to the Company. All the statutory tax filings will be done on the basis of GSTIN. In case of any change or correction in GSTIN, Customer is obliged to highlight the change to the Company within one week of any such change. Tax Collected at Source will be applicable on the basis of threshold provided in the Income Tax Act and will be on the total sales value (including GST or any other taxes, if any.).

6. PAYMENT:
   a. Unless otherwise specified in the Quotation, Philips will invoice the Customer, and Customer shall immediately pay such invoice on receipt in accordance with the agreed payment terms. Philips may change credit or payment terms for unfulfilled orders if, in Philips' reasonable opinion, the Customer's financial condition, previous payment

record, or relationship with Philips merits such change. Unless otherwise specified in the Quotation, the Customer shall make payment to the bank account stipulated by Philips.

b. If the Customer fails to pay any amount when due, Philips may discontinue the supply of spare parts and services, discontinue the delivery of the Products and related services, or deduct the unpaid amount from any amounts otherwise owed to the Customer by Philips, without prejudice to and in addition to any other rights or remedies available to Philips. Further, Philips or its designated representative may, without notice to the Customer, enter any premises in which the Products may be found and render them inoperable or remove them , and hold and sell them in accordance with the applicable law and at such price as they may consider appropriate and retain the sale proceeds in satisfaction of its claims on the Customer and make and pursue any claim for balance amounts due from the Customer. In any action initiated to enforce payment by the Customer, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorney's fees, in connection with such action.

c. All payments shall be made in favor "Philips India Limited" and shall be payable at Gurgaon/Delhi. Failure to make payments as per the above terms shall attract a levy of interest @18% per annum on the amount unpaid costs incurred by Philips on Customer's behalf such as demurrage etc. shall be reimbursed. In addition to charging interest, Philips shall also have the right to take any other action to safeguard our interests and Customer shall indemnify Philips for all such costs and expenses that Philips may incur in this regard.

d. For the Products where payment is made by Bank confirmation letter/ disbursement order/ delivery order/ confirmed irrevocable at sight letter of credit, issued by a scheduled bank, should be in form and content acceptable to Philips as per the LC guideline attached as *Annexure – I* (Note: To be attached) and payable on sight against shipping documents. The letter of credit shall permit trans-shipment, partial shipment and shall provide for pro-rate payment upon presentation of shipping documents. LC should be valid for a period of six months and shall have a minimum of thirty (30) days between shipment date and LC validity date.

e. For any products requiring assembly or installation by Philips, if such assembly or installation is delayed by more than thirty (30) days after delivery of the Products for any reason for which Customer is responsible, then Philips will bill the Customer and the Customer will pay to Philips any remaining amounts due under the Contract. Installation of the equipment at the site shall be done free of cost by Philips, unless otherwise provided in the Quotation.

f. Without prejudice to the transfer of risk in accordance with the applicable delivery terms, Philips shall retain title to all products until the Customer has fulfilled its payment obligations in full. The Customer shall provide all necessary assistance to Philips in taking any measures required to protect Philips' property rights.

g. If the Customer cancels an order, then the Customer shall be liable to pay to Philips a minimum of 10% of the Contract Value towards cancellation charges. If the Customer cancels the order after the equipment has been dispatched by Philips, the Customer, in addition to the cancellation charges, shall be liable to pay to Philips all other costs such as freight charges, demurrage, re-diversion costs, sales tax on re-sale of the Products/ equipment which has been specifically imported by Philips to fulfil the Customer's condition, interest charges and any other costs incurred by Philips. Philips shall, without prejudice to any other rights, have the right to adjust the advance paid by the Customer towards the Contract or any other amounts belonging to the Customer lying with the Philips for any reason whatsoever.

h. In case of payment on Cash on Delivery ('COD') basis, Philips shall treat the purchase order as cancelled by the Customer, if the Customer fails to take delivery of the Products. In the event of such cancellation, the advance amount paid by the Customer shall be adjusted against the freight and tax liabilities, which Philips incur

on account of the transportation of the Products.

7. LEASE/LOAN: In the event that the Customer desires to convert the purchase of any Product to a lease/loan, Philips shall arrange for the draft lease/loan contract. No Products will be delivered to the Customer until Philips has received copies of the fully executed lease/loan documents and has approved the same.

8. DELIVERY:

a. Unless otherwise specified in the Quotation, Philips shall deliver the Products on CIP terms premises in accordance with the then-current edition of the Incoterms. If Philips and the Customer agree any other terms, additional costs shall be to the Customer's account.

b. In the case of the Products traded through HSS – the sale will be made by way of transfer of documents of title to the Products, through HSS contract, bill of lading/ airway bill and HSS invoice.

c. Not applicable

d. Subject to above, delivery shall be only made on receipt of confirmed purchase order with advance and bank confirmation letter/LC/DOs along with Self attested PNDT certificate, notarized Affidavit on Rs.200/- Stamp paper & self-attested PAN Card copy, only in case of equipment/s covered under the Pre-Conception and Pre-Natal Diagnostic Techniques Act, 1994.

e. Equipment once sold are not returnable unless otherwise agreed upon.

f. Partial shipment/Delivery and transshipment shall be permitted under the Contract.

g. The price in the Quotation is arrived at current prevailing rates of various taxes, levies and surcharges such as customs duty, GST, etc. Any variations in the rates of such taxes shall be to the Customer's account. Philips, therefore, reserves the right to claim the cost escalations from the Customer arising on account of any changes in law for introduction of new taxes or increase in such rates, taxes, duties and levies. Any un-common state/local body levies, such as LBT, octroi, entry tax etc. are not included in the Quotation and unless otherwise specified the Customer to pay such levies.

h. The offer in the Quotation is based on current prevailing exchange rates (the rate on the date of offer if not mentioned exclusively in the Contract). Any adverse variation maximum up to 2% or 2 weeks from the date of offer, whichever is lower, will be borne by the Philips and beyond that to be borne by the Customer.

9. DISPATCH AND DELIVERY DATE:

a. Philips shall make reasonable efforts to meet any delivery dates quoted or acknowledged but shall not be liable for failure to meet those dates.

b. Full forwarding instructions must be sent with the order. Delivery dates are approximate. Philips is not liable for delays in performance or delivery due to a cause beyond Philips's reasonable control. These causes include, without limitation, any delay of sources to supply materials and equipment, delay by the transporter, government priorities and labor or transportation problems etc. If such a delay occurs, Philips may extend the performance or delivery date for a period of time equal to the delay. Time for delivery shall not be of the essence of the contract unless otherwise agreed by Philips and the Customer.

c. In case the Customer does not accept delivery after the scheduled delivery date, on account of delay for reasons outside Philips's control then Philips will store the Products at the Customer's expense and risk. In such case Philips will debit cost incurred towards warehousing and insurance for which the Customer undertakes to reimburse any and all additional expenses so incurred within fourteen (14) days of Philips' first demand.

d. The estimated time needed for dispatch or the installation works shall be calculated from the date of the advance payment has been received or, if applicable, the date of the bank's advice that the letter of credit and other payment instrument agreed upon has been established in conformity with the Conditions of Sale.

e. For locally manufactured equipment which are offered from stocks, delivery shall be

made ninety (90) days from date of receipt of dispatch instructions or closure or receipt of approved payment terms, whichever is later, subject to availability of stock and booking space.

10. INSTALLATION:

a. If Philips has undertaken installation of the Products, the Customer shall be responsible for the following at Customer's sole expense and risk:

i. The provision of adequate and lockable storage for the Products on or near the installation site in order to ensure protection against theft and any damage or deterioration. Any item lost or damaged during the storage period shall be repaired or replaced at the Customer's cost.

ii. The availability on or near the installation site of adequate and lockable rooms equipped with sanitary installations for installation personnel and for the storage of their tools and instruments.

iii. The timely execution and completion of the preparatory works, in conformity with any requirements that Philips shall indicate to the Customer upon reasonable notice. The site preparation shall comply with all safety, electrical and building codes relevant to the Products and their installation. Sufficiency of such plans and specifications shall be the sole responsibility of the Customer. Philips or its representative(s) shall have access to the installation site without obstacle or hindrance in due time to enable Philips or Philips' representative(s) to start the installation work at the scheduled date. Installation personnel shall not attend the installation site until all preparatory work has been, in the sole opinion of Philips, satisfactorily completed.

iv. The proper removal and disposal of any hazardous material at the installation site prior to installation by Philips.

v. The timely provision of the permits and licenses required by the pertinent authorities for or in connection with the installation and the operation of the Products.

vi. The timely provision of all visa, entry, exit, residence, work or any other permits necessary for Philips' or Philips' representatives' personnel and for the import and export of tools, equipment, Products and materials necessary for the installation works and subsequent testing.

vii. The assistance to Philips or Philips' representative(s), for moving the Products from the entrance of the Customer's premises to the installation site. The Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work.

viii. If Products are connected to a computer network, the Customer shall be responsible for network security, including but not limited to, using secure administrative passwords, installing the latest security updates of operating software and web browsers, running a client firewall and maintaining up-to-date drivers, anti-virus and anti-spyware software.

ix. If any or all of the above conditions are not complied with properly or in a timely manner, or Philips or Philips representative(s) is obliged to interrupt the installation and subsequent testing for reasons not attributable to Philips.

x. The Customer agrees that the installation has been completed on the earlier of (1) five (5) days after the date Philips notifies the Customer to have completed assembly and the equipment are operating in accordance with our published performance specifications, or (2) the date Customer first use the equipment for patient use/commercial use whichever occurs first. Such event shall be deemed as the date of Completion of Installation and the warranty shall commence from such date.

xi. Installation of the equipment offered is no additional cost unless otherwise specified.

Philips shall carry out installation of the equipment and shall not be responsible for any preliminaries, site alterations, ups input/output cabling, termination of quench pipeline outside RF cage etc. The Customer shall provide a suitable site, proper uninterrupted power supply as per the Philips specifications, carry out preliminaries connected with installation, civil and

structural alterations required for installing the equipment, at his own cost. Customer will adhere the safety guidelines for helium quench pipeline termination as specified in PRD. In case Customer non-adhere any safety guideline suggested by Philips' representative, the Customer will take sole responsibility of any harmful event in future till the life of equipment. The site to be handed over to Philips for installation on due date and any delay has to be compensated with 18% p.a. interest on the unpaid balance from the date of agreed installation completion and warranty start date to the actual warranty start date. In case of delay in handing over of the site for more than thirty (30) days the entire unpaid amount along with interest shall be due and payable by the Customer.

11. ACCEPTANCE: When the equipment has successfully confirmed to the agreed specifications, the Customer shall provide acceptance, duly signed, within fifteen (15) days. The Customer shall not withhold or delay the issuance of acceptance certificate of any of the equipment, if the equipment substantially meets the specifications or on account of any minor defects which have no material effect on the functionality of the equipment. Failure of the Customer to notify either the acceptance of the equipment within 15 days or any defects or deviations in the equipment within the period agreed for the same purpose shall amount to "deemed acceptance" of the deliverable by the Customer. The Customer shall take all reasonable precautions for the equipment supplied to ensure that it works correctly. Complete or partial commencement of productive or commercial use of the equipment shall be deemed to be its immediate acceptance.

12. COMPLAINTS AND RETURNS: The Customer shall notify Philips in writing and shall substantiate any complaints of erroneous dispatch and/or apparent damage to the Products supplied within 10 days of receipt of the Products, including the date and number of Philips' invoice. If Philips accepts the complaint as valid, Philips shall issue a return authorisation notice and the Customer shall return the relevant Products in accordance with Philips' instructions. Any Products returned must be insured and carriage prepaid by the Customer and packed in their original packing.

13. PRODUCT WARRANTY:

a. In the absence of any product specific warranty, Philips warrants to the Customer the good quality of any hardware Product, for a period of 1 year as from the date of
Customer acceptance or first patient use/ commercial use, whichever occurs first, but in no event for more than fifteen 15 months from the date of dispatch, against defects which appear therein provided that the Product(s) had been subject to proper use and maintenance, and which arise solely from faulty materials or workmanship. For any vacuum articles, including but not limited to, x-ray tubes, camera tubes and image intensifiers which by their nature have a short lifetime, this product warranty is subject to the Customer paying a pro rata portion of the usual price of such article. Furthermore, this warranty is not applicable to replacement parts, hardware upgrades and / or consumables for which specific warranty conditions apply.

b. Philips may propose third party manufactured product(s) that is not manufactured by Philips ("3PP") for use alongwith the Philips Product. Such proposal is subject to such 3PP's product and technical specifications and more specifically based on representations & warranties provided to Philips. For avoidance of all doubt, Philips only recommends the 3PP, the ultimate supply and liability rests with the 3PP manufacturer who is solely responsible for its servicing, operation and maintenance throughout the validity of the quotation or agreement. Customer may opt to procure a different 3PP not proposed by Philips, in that case Philips cannot be held responsible for any performance or service related issue with Philips' products, whatsoever.

c. Any Product warranty is made on condition that Philips receives written notice of a defect during the warranty period and within 10 days of the discovery of the defect by the Customer, and, if so requested, the defective Product or parts have been returned to an address or location stipulated by Philips. Such defective parts shall become Philips' property as soon as they have been replaced.

d. Philips' obligations under any Product warranty shall be limited, at Philips' option, to the repair or the replacement of the Products or a portion thereof, in which case replacements parts shall be new or equivalent to new in performance, or to

a refund of a pro rata portion of the purchase price paid by the Customer.

e. Philips' obligations under any Product warranty do not apply to any defects resulting from:

i. improper or inadequate maintenance, configuration or calibration by the Customer or its agents;

ii. the Customer or third party supplied software, interfaces or supplies;

iii. use, operation, modification or maintenance of the Products other than in accordance with Philips' applicable Product specifications and written instructions;

iv. abuse, negligence, accident, loss;

v. damage in transit;

vi. improper site conditions like temperature, humidity, water sewage, earthing, power fluctuation, rodent etc.;

vii. unauthorised maintenance or modifications to the Products, including any unauthorised attachment of hardware and software thereto;

viii. any damage to the Products or any medical or other stored data caused by an external source regardless of its nature, including but not limited to (i) hacking; or (ii) improper or incomplete application by the Customer of Philips' instructions on product security and/or (iii) viruses or similar software interference resulting from the connection of the Products to a network or use of removable devices.

f. Philips shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Tube in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by Philips or recommended in writing by Philips; (ii) the use of the Tube in a manner or environment, or for any purpose, for which Philips did not design or manufacture it, or in violation of our recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Tube by Customer or any third party not authorized or approved in writing by Philips.

g. Philips does not provide a warranty for any third-party Products furnished to the Customer by Philips. However, in the event that Philips, pursuant to its license contract or purchase contract with such third party, is entitled to warranty and service remedies as per the agreed third party warranty terms and conditions, Philips shall use reasonable efforts to extend to the Customer the third party warranty and service remedies for such Products.

h. In case of imported spare parts found to be defective during installation and the Warranty period needing replacement, the same will be replaced by Philips free of cost. However, the actual duty will have to be paid by the Customer to the customs while the consignment is cleared from the port of entry. If customs duty exemption is required, it will be the responsibility of the Customer to obtain the same.

i. Philips will endeavor to either repair or replace the defective materials/parts provided the Customer has given written notice of the defect within the agreed period.

j. The above warranty becomes void if any servicing or alterations to the equipment are carried out by persons other than Philips representative.

k. The decision to either replace or repair the equipment or units thereof rests solely with Philips. Replaced/repaired parts shall carry a warranty from the date of replacement/repair till the end of the warranty period of the main equipment.

l. Philips shall not have any obligation to Customer hereunder after twelve (12) months of warranty claim results from or arises out of: (i) the use of the Tube in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by Philips or recommended in writing by us; (ii) the use of the Tube in a manner or environment, or for any purpose, for which Philips did not design or manufacture it, or in violation of our recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Tube by Customer or any third party not authorized or approved in writing by Philips.

14. DATA PRIVACY

Philips will process Personal Data only on instruction of Customer as set out herein

and/or other communications made by Customer to Philips (where such instructions are consistent with the terms stated herein) ("Instruction"), unless otherwise required by applicable law. Customer warrants (a) that its Instructions will comply with applicable law in India in relation to the protection of Personal Data including but not limited to Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 and (b) that its instructions will not cause Philips to violate applicable law. Customer hereby instructs Philips to process Personal Data for or in relation to performing the Services to Customer and other obligations as stated herein, and as necessary to comply with other reasonable instructions provided by Customer where such instructions are consistent with the terms as set out herein. Customer represents and warrants to Philips that, prior to activation of the Philips' remote access to Customer's IT network: (1) Customer has the right and the authority to provide the Personal Data to Philips for Philips' use of such data as set out herein, including cross-border transfers; (2) Customer has provided any required notices and obtained any required consents from individuals as required by applicable law to collect and process their Personal Data (which may include medical and health data); (3) Customer is fully and solely responsible for the

accuracy, legality and consistency of the Personal Data it provides to Philips, and (4) Customer's provision to Philips of the Customer Data and Philips' use of Personal Data will not violate any applicable law. Customer will notify Philips without undue delay if Customer becomes aware that Customer is unable to meet its obligations under this Section. In such cases, Philips will work with Customer in good faith to determine whether and how to deliver the Services. Philips will take appropriate commercially reasonable technical and organizational measures to protect the Personal Data, at a level appropriate to the risk, of accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access during the processing.

15. LIMITATION OF LIABILITY:

a. The liability of Philips and / or Philips' representatives for damages whether arising from breach of contract, warranty, negligence, tort or otherwise in relation to the Products is limited to an amount not to exceed the price of the Products giving rise to the liability.

b. Neither Philips nor its representatives shall in any event be liable for any damages for loss of data, profit, revenue or use, in connection with or arising out of these Conditions of Sale or
the Contract or any resulting contract, or the functioning or the Customer's use of or inability to use the Products, or for any liability of the Customer to any third party with respect thereto. Neither Philips nor Philips' suppliers shall be liable for any loss of or inability to use medical or other data stored in goods, including (embedded) software or on other magnetic
media, and neither Philips nor Philips' representatives shall be responsible for reloading data
in such
event.

c. Nothing herein shall operate or be construed so as to operate to exclude or limit the liability of a party in respect of death or personal injury arising from that party's negligence or for any other liability which cannot, by applicable law, be so excluded or limited.

16. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT:

a. Philips shall indemnify, defend and hold the Customer harmless against any claim that the Products directly infringe a third party's intellectual property right, provided that the Customer (a) provides Philips with prompt written notice of the claim, and (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle or avoid the claim, and (c) gives Philips sole control of any defence, settlement, or avoidance of the claim.

b. The Customer shall not enter into any settlement in connection with any such claim, nor incur any costs or expenses for the account of Philips without Philips' prior written consent. Philips shall have no obligation to indemnify, defend, or hold Customer harmless for any claim of infringement arising from:

i. Philips' compliance with the Customer's designs, specifications or instructions;

ii. Philips' use of technical information or technology supplied by the

Customer;

iii. modifications to the Products by the Customer or its agents not approved by Philips;

iv. use of the Products other than in accordance with the Product specifications or applicable written Product instructions;

v. use of the Products with any other product or software if infringement would have been avoided by the use of a current unaltered release of either the Products; or use of the Products after Philips has advised the Customer in writing to stop use of the Products in view of the claimed infringement; and

vi. Customer not following Philips' recommended hardware and software maintenance schedules and instructions and/or not implementing mandatory (safety) actions.

c. Philips shall not be liable for any claim where the damages sought are based directly or indirectly on the quantity or value of products or services generated by means of the Products or based upon the amount of use of the Products regardless of whether such claim alleges the Products or their use infringes or contributes to the infringement of such claim.

d. In the event that such claim of infringement is made, Philips shall have the right, at its option, to (a) procure the right for the Customer to continue using the Products; (b) replace or modify the Products to avoid infringement; or (c) refund to the Customer a pro rata portion of the Products' purchase price upon the return of the original Products.

e. The indemnities and obligations of Philips in this Section shall apply to third party software only to the extent that Philips, pursuant to its license contract or purchase contract with such third party, is entitled to indemnification for such infringements.

f. The Customer shall not add, remove or change any patent, trademark, copyright or other markings on the Products.

g. The terms in this Section state Philips' entire obligation and liability for claims of infringement and the Customer's sole remedy in the event of a claim of infringement.

17. USE AND OWNERSHIP OF DOCUMENTS: All technical information in relation to the Products and their maintenance is Philips' proprietary information, covered by Philips copyrights and remain Philips' property and may not be copied, reproduced, transmitted or communicated to or utilized by third parties without Philips' prior written consent. Data including but not limited to illustrations, catalogues, colours, drawings, dimensions, statements of weight and measurements made available as (printed) information are an approximation only and the Customer shall not derive any rights based on these data.

18. EXPORT CONTROL AND RESALE:

a. The supply, export or transfer of Products or the provision of installation, maintenance, technical assistance, training, investment, financing or brokering services may be subject to export control laws and regulations, including but not limited to those of the UN, the OSCE, the EU, and the USA, which prohibit or restrict export or diversion of certain products, technology and services to certain countries (the "Export Regulations"). If the delivery of Products, technology or services is subject to the granting of an export or import license by a government or otherwise restricted or prohibited due to Export Regulations, Philips may suspend its obligations to the Customer until such license is granted or for the duration of the restriction or prohibition. In the event that no license can be obtained, or if the restriction of prohibition continues, Philips may decide to terminate the relevant order without incurring any liability towards the Customer.

b. The Customer shall comply in all respects with the Export Regulations and with any export license applicable for the supply of Products or provision of services. The Customer shall impose all export control restrictions to any third party if the Products are transferred or re-exported to third parties. The Customer shall take all actions that may be reasonably necessary to ensure that no purchaser violates the Export Regulations. The Customer shall indemnify Philips against any and all direct, indirect and punitive damages, loss, costs (including attorneys fees and costs) and other liability resulting from breach or non- compliance with this Section.

c. The Customer shall inform Philips in writing of any resale or (re-)export of the Products in order to comply with Export Regulations and any other regulatory responsibilities governing the sale of the Products, including but not limited to, requirements on traceability of medical devices, that may apply to Philips.

19. CONFIDENTIALITY:

a. Each party shall maintain as confidential at all times any information furnished or disclosed to one party by the other party, whether disclosed in writing, electronically or disclosed orally, relating to the Products and business of the disclosing party, its Customers and/or its patients, including any pricing information. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own like information, but not less than reasonable care. Each party shall disclose such information only to such of its employees, agents, distributors, representatives and/or subcontractors having a need to know such information to perform the transactions contemplated. The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

b. Philips reserve the right to enforce these confidentiality restrictions against any party who wrongfully discloses, receives and/or further disseminates our confidential information.

c. Philips shall treat patient information as extremely confidential and comply with any applicable laws concerning the confidentiality of patient information.

20. FORCE MAJEURE:

a. Each party is entitled to suspend the performance of its obligations as a result of any delay or default caused by events beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fires, floods, labour disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, Philips' non-availability of any permits, licenses and/or authorisations required, defaults or force majeure of suppliers or subcontractors.

b. If force majeure prevents Philips from fulfilling any order from the Customer or otherwise performing any obligation arising out of the sale, Philips shall not be liable to the Customer for any compensation, reimbursement or damages.

c. In the event of the occurrence of Force Majeure, Philips shall be entitled to suspend delivery of the equipment and delay thereof for that duration without being held responsible for any damage resulting therefrom.

21. TRANSPORTATION, TITLE AND RISK OF LOSS : Transportation shall be on CIP terms basis. In case of failure by Customer or their bank etc. to pay the contract price as per agreed payment terms, Philips shall have the right to enter the premises where the equipment are stored or installed and repossess the equipment without the necessity of any court proceedings. Title and risk of ownership shall pass to Customer upon delivery of the equipment at the premises. Software is licensed to Customer under these Conditions of Sale, but no title to or other interest in such software passes to Customer
.

22. OPERATIONAL REQUIREMENTS: The Customer shall maintain the environmental conditions recommended by Philips so as to ensure that the equipment does not suffer damage due to humidity, dust, pests, severe temperature, etc. The Customer shall ensure that the equipment is operated, as per the operating instructions and Philips recommendations. The Customer shall also ensure that competent, trained and skilled personnel operate the equipment. Philips shall not be responsible for any loss, damage or injuries caused due to Customer's non-fulfilment of these conditions.

23. INSURANCE : Prices quoted are inclusive of transit insurance charges. The transit insurance cover shall be valid up to three (3) days from the date of arrival of the consignment at the destination
.Philips shall not be responsible for any damage to the equipment after the lapse of the transit insurance cover. In case the Customer requires the insurance to be extended beyond the period indicated above, the Customer shall arrange for the same at his own cost.

Customer shall inform the Philips in writing of any loss and / or damage to consignment within the above stated period. If consignment is outwardly damaged, Customer shall take open delivery, obtain carriers certificates
showing extent of loss/damage, lodge a formal claim (by Registered A.D. mail or hand delivery, in
which case, carriers acknowledgment of claim lodged shall be obtained) with carrier and notify Philips in writing. Non-observance of any of these conditions by the Customer shall absolve Philips from all liabilities.

24. UPGRADES: Any equipment upgrades will be made available to Customer at list prices, subject to any discounts that may be expressly agreed. Prices for upgrades and revisions assume that Customer transfer title to Philips and return the replaced component at no charge to Philips, unless otherwise agreed.

25. SAFETY: For continued safe and optimum use of the equipment, Customer shall strictly follow the instructions given by Philips. Philips shall not be responsible for damages, injuries or losses suffered or caused either to Customer, their employees, directly or indirectly, non-compliance with the instructions and other related guidelines and norms.

26. LEGAL CONSTRUCTION: The contract shall come into existence only after Philips confirmation of a Customer's order and shall be construed and operated as Indian contract and in conformity with Indian Law and shall be subject to jurisdiction of courts in India. All correspondence and commitments between the Philips and the Customer, to be enforceable at law, shall be in writing.

27. TRANSFERABILITY: Customer shall not transfer or assign its rights and obligations under this, to any other party, without the express and written consent from Philips.

28. END-USER'S RESPONSIBILITIES: Care of the equipment: The end-user shall take adequate care of the equipment to ensure that the equipment is protected against damage resulting from neglect or misuse, accidents, pests and insects, etc.

29. DEFAULT: Philips may suspend delivery of the equipment or performance of any services to the Customer if: (1) the Customer are in default of any obligations under any contract of purchase to which these Conditions of Sale relate; (2) become insolvent or unable to pay your debts when they fall due; or (3) any change in those exercising effective control of the Customer occurs. In any such event, Philips may require Customer to pay immediately obligations that are payable at a future date in respect of equipment or services already delivered or performed.

30. ARBITRATION: If any dispute arises between Philips and the Customer out of or in connection with this whether in the nature of interpretation or meaning of any term hereof or as to any claim by one against the other, or otherwise the same shall be referred to sole arbitrator to be appointed by Philips and the arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The seat or legal place of arbitration shall be Gurgaon. The language to be used in the arbitral proceedings shall be English. The award given by the arbitrator upon such references shall be final and binding upon the parties, and each party shall bear its own expenses in relation to such arbitration. Unless otherwise awarded by the arbitrator, the fees of the arbitrators shall be shared equally by the Parties.

31. GENERAL MATTERS : Any assignment of this contract will be void without the other party's prior written consent, which will not be unreasonably withheld. Notices or other communications shall be in
writing and shall be deemed served only if delivered personally or if sent, by courier or by mail or by electronic mail to the relevant party. Philips can hire a subcontractor to perform work under this contract. If any part of this contract is found invalid, the remaining part will be effective.

32. END OF PRODUCT LIFE: The future availability of service support, whether under a service contract or on an hourly-billed basis, and spare parts for our equipment will be subject to Philips' end
of product life
programs.

33. TESTING AND CERTIFICATION: The Customer have to provide any government licenses, permits, any dose (NM Equipment's) and approvals needed for installation and use of the equipment. Philips will file any required reports relating to our installation activities.

34. UNAUTHORIZED MODIFICATIONS : Modifications to the equipment ordered Customer, or any of their components, could significantly affect their performance or conformance to our applicable specifications. Any modification or the equipment, or any of their components, other than as performed or authorized in writing by Philips, will invalidate and terminate our warranty for the equipment, effective on the date of any such modification.

35. COMPLIANCE:

a. In connection with this contract, Philips and the Customer will represent and

warrant that they have not knowingly, directly or indirectly offered, paid, given, made promises to pay, or
authorized the payment of any money, gift, or anything of value, for any illegal purpose.

b. Philips and Customer will agree to comply with all applicable anti-corruption and anti- bribery laws, no restrictive trade practices, obtain necessary license and permission from concerned authority applicable under this contract, data privacy and protection and other applicable laws of land in connection with their performance under this contract, including but not limited to laws relating to import and export control, hazardous materials laws, labour law, medical device regulation compliance, anti-money laundering laws, and tax laws.

c. Both the Philips and Customer insist on honesty, integrity and fairness in all aspects of its business. that its officers, directors, employees and agents have the proper skills, training and background necessary to comply with all applicable anti-bribery, anti-corruption laws and regulations in connection with its performance under this contract.

d. Non Compliance:

Philips and Customer shall also immediately inform each other when it becomes aware of any involvement of any Party with bribery and/ or corruption related matters in the past or present and co-operate in investigating the matter at any time. In case of any failure or alleged failure to comply with the requirement of this clause, Philips and Customer will indemnify and hold other Party harmless to the full extent of any loss, damage or expense, including lost profit, attorneys' fees and court costs.

The supplier shall not give or offer any gift or consideration of any kind to the employee of purchaser to do any kind of act in relating to obtaining or execution of contract arising from this offer. The supplier and Purchaser shall comply with all applicable laws and regulations to bribery, corruptions and prohibited business and will partake in any actions in relations to the transaction contemplated herein violation of such applicable laws. If at any time during your business interactions with the supplier, the Purchaser faces situations of impropriety by the supplier’s employees or any other misdemeanor, please alert the supplier.

e. AERB; Diagnostic Equipment Compliance; AERB Guidelines for Installation:

i. The AERB safety code AERB/SC/MED-2 for Medical Diagnostic X-Ray equipment and installations stipulates the following:

ii. No –ray machine shall be installed/commissioned unless NOC/Type approval/LA drawing (approval if applicable)/Procurement permission is obtained from Competent Authority. As per AERB all users of Diagnostic X-ray unit should complete the registration of their institute and complete License of their unit with eLORA.

iii. Separate approval for NM and procurement of radioactive source also needs to be obtained by Customer directly at AERB via eLORA.

f. Ultra Sound supply/procurement and compliance to PC & PNDT-

i. End users are required to obtain PC & PNDT registration from appropriate authority prior to procurement and ensure compliance to PC & PNDT act and rule in day to day operations and adhere to monthly submission of scan data to appropriate authority. Also they shall maintain the registration certificate validity for
compliance and to avail service from manufacturer/supplier. Any subsequent procurement of US machine shall be notified and prior approval from appropriate
authority shall be obtained prior to procurement and use.

ii. In case of Demonstration of Ultra sound (US) machine at the registered site user is required to notify Local authority for compliance. In case user wish to sell the older unit of US either to another HC provider or back to the manufacturer/supplier/3rd party scrapping agents, Local appropriate authority has to be communicated well in advance.

iii. Refurbished importation shall be done by supplier with appropriate approval from Ministry of Environment Forest (MOEF) and installed units should not be decommissioning by end users without obtaining No Objection Certificate (NOC) from MOEF. The scraping of refurbished

units should be done with approved vendor from Ministry of environment/CPCB (pollution control board).

g. Department of Electronics and Information Technology (DEIT): Procurement of servers/projectors/batteries (Li batteries)/scanners etc. requires prior approval by supplier from BIS before importation. Users/HC providers are required to check with supplier
availability of such approvals prior to purchase.

36. MISCELLANEOUS:

a. Some newly manufactured Products supplied hereunder may contain selected remanufactured parts equivalent to new in performance. Replacement parts are new or equivalent to new in performance.

b. If the Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of bankruptcy, has a receiver appointed, obtains a moratorium on payments (temporary or permanent) or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend performance; however, the Customer's financial obligations to Philips shall remain in effect.

c. If any provision of these Conditions of Sale is deemed to be illegal, unenforceable or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall continue in full force and effect. In substitution for any such provision deemed to be illegal, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent hereto to the extent permissible under applicable law shall be deemed to substitute the said provision.

d. The failure of the Customer or of Philips at any time to require the performance of any obligation shall not affect the right to require such performance at any time thereafter.

e. The Customer's obligations are independent of any other obligations the Customer may have under any other contract, or account with Philips. The Customer shall not exercise any right of offset in the Quotation or sale in connection with any other contract, or account with Philips.

f. MarCom expenses will be allowed only for defined categories of marketing activities, that are directly attributable only for promotion, demonstration or explanation of Philips product(s), service(s) and/or brand, as identified in "Categorization of MarCom activities".

g. MarCom expense(s) will be paid only on completion of agreed marketing activities and on verification of mandatory supporting documents.

37. ADDITIONAL CLAUSE

There are no other commitments beyond what is expressly and implicitly stated in the Contract. All other commitments stand superseded post this sign-off.

2.1 B. SOFTWARE LICENSE TERMS

Definitions

The following terms used in these Software License Terms and as used in the General Terms shall have the meaning set forth below:

Designated Hardware shall mean the hardware supplied by Philips with which the Licensed Software is designed to operate.

Licensed Software shall mean the software in object code and all copies thereof to be operated on or in connection with the Designated Hardware, whether embedded in the hardware or provided on a separate data carrier, covering system, test and application functions, including the supporting documentation necessary to effectively use the software.

1. License

a. Subject to fulfillment of the terms and conditions contained herein, Philips grants to the Customer a non-transferable and non-exclusive license, without the right to

sublicense, to use the Licensed Software in connection with the operation of the Designated Hardware in the Customer's organization. No other right in and to the Licensed Software or any other intellectual property right of Philips or its suppliers are granted to the Customer, unless expressly set out in these Software License Terms.

b. The Licensed Software shall be used only on the Designated Hardware and at the location where the Products are installed, unless it pertains to a mobile system. Separate Software License Terms are required for each Designated Hardware or central processing unit on which the Licensed Software is to be used. The Customer shall use the Licensed Software only for the agreed purpose.

c. The Licensed Software may include or incorporate technology owned or certified by Philips' suppliers. These Software License Terms do not imply a right under any intellectual property right of Philips' suppliers for the use of such third party technology. The Customer agrees to obtain a separate license from such supplier by way of an end user license contract between such supplier and the Customer, if so required.

d. These Software License Terms do not extend to any maintenance or service software supplied separately or with the Products which is intended to assist Philips or its representatives in the installation, testing, service, and maintenance of the Designated Hardware.

2. Reservations

a. Philips and/or Philips' suppliers (as the case may be) own all intellectual property rights, title and interest in and to the Licensed Software and all modifications and derivative works thereof and all intellectual property rights thereof.

b. The Customer may copy or have one copy available in machine readable form of the Licensed Software for backup/archival purposes only for the Customer's own use on the Designated Hardware. The Customer shall not and shall not permit any third party to (a) copy, reproduce, or distribute the Licensed Software or any part thereof (b) assign, sub-license, lease, rent, loan, transfer, disclose, or otherwise make available the Licensed Software. If and insofar as copying is allowed, the Customer shall not remove or alter any copyright notices, proprietary information notices or other legends or marking contained in the Licensed Software and shall reproduce on

all media containing a copy of the Licensed Software all copyright notices, proprietary information notices and other legends and markings as were affixed to the original media.

c. The Customer shall not cause or permit the Licensed Software or any part thereof, to be used or accessed by any person other than either Philips' or its representatives' service personnel or the Customer's employees, or agents engaged in the activities of the Customer. The Customer shall procure that each authorized person who uses the Licensed Software adheres to the terms and conditions as contained herein.

d. If the Customer uses the Licensed Software to access or utilize the services or functionality of Microsoft's Windows Server products (all editions or successor versions) or similar software or uses the Licensed Software to permit workstation or computing devices to access or utilize the services or functionality of Microsoft's Windows Server products or similar software, the Customer may be required (i) to obtain, either through Philips or directly, a Client Access License for the Licensed Software and/or each such workstation or computing device from Microsoft, or (ii) to obtain – in the event similar software is used – the necessary license from the relevant third party for each such workstation or computing device.

e. Philips has no obligation to update or upgrade any third-party software of any kind (including Microsoft software, antivirus software etc.) that is furnished to the Customer by Philips, unless the parties explicitly agree that Philips assumes such responsibility in a service contract.

f. The Licensed Software is licensed under copyrights only and not sold, and any and all references to "sale" or "sold" of any Licensed Software shall be deemed to mean a copyright license, and not as transfer of any intellectual property right.

g. The Licensed Software may be accompanied by certain open source software. Such open source software is only governed by its own open source license conditions. To the extent Philips has provided Customer with a copy of the relevant open source software license conditions, Customer shall comply with such open source software license conditions.

3. Modifications and Improvements

a. The Customer may not modify, unlock, arrange, adapt, correct errors, translate, reverse engineer, decompile or disassemble the Licensed Software or to cause or permit such activities. The Customer further may not create or have created derivative works based on the Licensed Software without the prior written consent of Philips. Information necessary to achieve interoperability of the Licensed Software with other software shall be obtained only from Philips against the then prevailing standard terms and conditions and at Philips' sole option.

b. If the Licensed Software is modified in any manner by the Customer or a third party, or is combined with software or equipment not supplied and/or approved in writing by Philips, all warranties associated with the Licensed Software and Designated Hardware shall become null and void as from the moment of such modification.

c. Philips may create and license updates or upgrades of Licensed Software from time to time. Updates and or upgrades may be made available to the Customer under applicable terms and conditions.

d. Philips may make available maintenance of the Licensed Software to the Customer but only if agreed in a separate software maintenance/customer support contract.

e. Philips has no obligation to furnish any assistance, support, maintenance or new versions, except if and to the extent Philips has explicitly agreed in writing.

f. The Customer shall indemnify Philips and its Affiliates against and hold Philips and its Affiliates harmless from any damage or costs arising from or in connection with any breach of the provisions of this Section and the Customer shall reimburse all costs and expenses incurred by Philips and/or its Affiliates in defending any claim arising from or in connection with such breach.

4. Term and Termination: These Software License Terms shall be in force and effect as long as the Customer utilizes the Designated Hardware, except that Philips may terminate these Software License Terms forthwith in the event of any breach by the Customer of these Software License Terms, provided Philips has given the Customer a written notice specifying such breach and the Customer has failed to remedy such breach within fifteen (15) days from the date of such notice or within such longer period as may be specified in said notice. Such termination shall not relieve Customer of any of its obligations incurred prior to such termination and shall not impair any of Philips' rights which have accrued prior to such date. The Customer shall remove or allow Philips to remove the Licensed Software from the Designated Hardware and return the Licensed Software and any copies thereof and documentation relating thereto to Philips at the Customer's expense immediately upon the termination of the License. Upon such return the Customer shall certify to Philips that it does not, directly or indirectly, wholly or partly, retain or possess Licensed Software or parts thereof in any form whatsoever.

5. Software warranty

a. In the absence of any specific warranty for the Licensed Software as defined in these Software License Terms (except third party software) Philips warrants that during a period of one year as from the date that such Licensed Software has been made available

that such Licensed Software shall conform substantially to the applicable functional specifications which are in effect at that time.

b. This software warranty is made on the condition that during the applicable warranty period: (a) the Customer notifies Philips of the nonconformity in writing within ten (10) days of discovery giving full details of such nonconformity; (b) such nonconformity is a critical error in the then current version of the Licensed Software; and (c) Philips is able to reproduce the nonconformity. Philips shall then at its option and at its expense and as a sole remedy to the Customer, endeavor to correct the nonconformity, either by replacement, work around or by modification of the Licensed Software. If Philips is unable to correct the nonconformity, Philips may refund a reasonable portion or the entire purchase price for the Products. All corrections shall be made in accordance with Philips' Licensed Software correction procedures. Philips does not guarantee the effectiveness of the correction efforts and does not represent or warrant that all errors can be corrected. The warranty period for the thus corrected Licensed Software shall not extend the warranty period as set out above.

c. Subject to clauses 6.1 and 6.2, the Licensed Software is provided to, and is accepted by, the Customer 'AS IS', without warranty of any kind. In addition, Philips expressly disclaims any and all warranties, express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

d. The warranty and service obligations of Philips herein shall apply to third party software only to the extent that Philips, pursuant to its license contract or purchase contract with such third party, is entitled to corresponding warranty and service remedies.

6. Miscellaneous

a. Philips shall offer a software license to any bona fide licensee of the Designated Hardware on which the Licensed Software is running ("Secondary Licensee") pursuant to the then current charges, terms and conditions. Due to Philips' need to protect its proprietary information, Philips reserves the right not to license the Licensed Software to any Secondary Licensee, if such Secondary Licensee is deemed by Philips to be a competitor of Philips. Upon any sale of the Designated Hardware to a Secondary Licensee and approval of the Secondary Licensee, Philips shall de-install/uninstall such Designated Hardware at Philips' then prevailing rates and re-install such Designated Hardware for the Secondary Licensee, but only after such Secondary Licensee has agreed to the required Philips software licensing conditions.

b. In connection with Licensed Software in which one or more third party suppliers retain rights, the provisions contained herein shall also be for the benefit of these third-party supplier(s). The Customer agrees to indemnify Philips for any claim by third-party supplier(s) which arises out of the Customer's breach of the License.

c. The Licensed Software may contain support for programs written in Java. Java technology is not fault-tolerant and is not designed, manufactured or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance.

7. SERVICE CONTRACT: The Customer is advised to enter into an Annual Service Contract with Philips India Limited (Healthcare) for proper maintenance of the system ordered by him immediately after the expiry of the warranty period.

Order to be addressed to “as applicable.”
“ALL FACTORED ITEMS NOT COVERED UNDER QUALITY SYSTEM CERTIFICATION”.

ABBREVIATIONS
RTGS : Real time gross settlement.

HSS : High sea sales.
PNDT : Pre-Natal diagnostic techniques.
PCPNDT : Pre-Conception Pre-Natal diagnostic techniques.
PO : Purchase order.
INR : International normalized ratio. PAN
: Permanent Account Number. LC : Letter
of credit.
CIP : Carriage and Insurance paid to.
LBT : Local body tax.
DO: Disbursement Order/Delivery Order

Philips India Bank A/c details for initiating RTGS/NEFT:

Beneficiary’s Name: PHILIPS INDIA LIMITED A. Bank
Name: ClTlBANK N.A.
B. Branch Name: MUMBAI BRANCH
C. Branch Address: CITl Bank NA, Bombay Mutual Building, 293, Dr. D.N Road, Fort, Mumbai – 400 001. D. 9
DIGIT MICR CODE : 400037002
E. IFSC CODE: CITI0100000
F. TYPE OF ACCOUONT: CURRENT ACCOUNT G.
SWIFT CODE: CITIINBX
H. ACCOUNT NUMBER: 15060034

For Opening at sight LC- Enclosed “GUIDELINES AND INFORMATION FOR ESTABLISHING LETTER OF CREDIT ON PHILIPS INDIA LIMITED” . [INR INLAND L/C]

PHILIPS

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SIEMENS Healthineers

Somatom.go.All- 192 slice Digital CT Scanner

Dhanvantra Health Care (P) Ltd

SIEMENS Healthineers

Dhanvantra Health Care (P) Ltd
Dr Radhakrishnan Salai Mylapore,
Chennai, 600 004
Tamil Nadu, IN

Name	Chackochan P T
Mobile	+91 8148772120
E-Mail	chackochan.pt@siemens-healthineers.com

Binding Proposal

Dear Sir/Madam,

Greetings from Siemens Healthcare!
Thank you very much for showing your interest in our Healthcare Solutions. We would be happy to be part of your business success path. In continuation to our discussion, please find enclosed proposal based on your requirement. The offered solution is effective from the date of this proposal to the validity mentioned terms & conditions, unless agreed otherwise in writing.
We trust that the proposal meets your requirements. Should you require any further assistance, please do not hesitate to contact us.

Looking forward to receiving your valuable order soon!

Yours Sincerely
Siemens Healthcare Pvt. Ltd.

Notice: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our HelpDesk "Tell us" at www.siemens.com/tell-us

Siemens Healthcare Private Limited

WE CAN BE REACHED 24X7 on CUSTOMER CARE CENTER TOLL FREE NO. 1800 419 7477.

Unit No. 9A, 9th Floor, North Tower, Godrej One,
Pirojshanagar, Eastern Express Highway,
Vikhroli East, Mumbai – 400 079 India
Tel.: +91 (22) 3370 0600

Registered Office: Unit No. 9A, 9th Floor, North Tower, Godrej One, Pirojshanagar, Eastern Express Highway, Vikhroli East, Mumbai – 400 079, India.
Corporate Identity number: U74999MH2015PTC264859;
Tel.: +91 (22) 3370 0600; Fax +91 (22) 3370 0604; Toll free: 1800 209 1800
Email: hc_contact.india@siemens.com; Website: www.siemens.co.in/healthcare
Sales office: Ahmedabad, Bangalore, Bhopal, Chandigarh, Chennai, Coimbatore, Gurgaon, Hyderabad, Jaipur, Kochi, Kolkata, Lucknow, Mumbai, Nagpur, Patna, Pune.

Shaping the future of healthcare

At Siemens Healthineers, our purpose is to enable healthcare providers to increase value by empowering them on their journey towards expanding precision medicine, transforming care delivery, and improving patient experience, all enabled by digitalizing healthcare.

An estimated 5 million patients globally benefit every day from our innovative technologies and services in the areas of diagnostic and therapeutic imaging, laboratory diagnostics and molecular medicine, as well as digital health and enterprise services.

We are a leading medical technology company with over 170 years of experience and 18,000 patents globally. Through the dedication of more than 48,000 colleagues in over 70 countries, we will continue to innovate and shape the future of healthcare.

SIEMENS Healthineers

SOMATOM go.All

Relevant Items

Item Nr.	Part Nr.	Item Description	Qty
		SOMATOM go.All	
1	14460595	SOMATOM go.All	1
2	14460600	Identifier SRS	1
3	14468552	Advance Plan Information	1
		SOMATOM go.Al - Configuration	
4	14460605	SW Base Package	1
5	14472863	SW Base Extension VA40	1
6	14468565	TwinSpiral Dual Energy	1
7	14468563	myExam Compass	1
8	14461099	Advanced Cardio Package	1
9	14468556	High Performance Package	1
10	14460606	Scan&GO wireless edition	1
11	14472322	UPS	1
12	14460609	227 kg Patient Table	1
13	14460614	Table Extension	1
14	14460793	Computer Desk 1200 mm	1
		Education Solutions	
15	14460697	AppS Training Imaging	1

Local Bought Outs

Item Nr.	Part Nr.	Item Description	Qty
		Local Bought Outs	
1	IN999999	Thyroid shield	2
2	IN999999	Lead Aprons	2
3	IN999999	Lead Glass 2ft* 4ft	1

TOTAL PRICE: Rs: 6,00,000,00.00 INR: Six Crore Only

SIEMENS Healthineers

Terms and Conditions

Siemens Healthineers' offer is valid for acceptance for a period of thirty (30) days from the date of the offer and thereafter subject to Siemens Healthineers' confirmation. Such offer would be considered as accepted and a contract is concluded when Purchaser accepts Siemens Healthineers' offer without any conditions. Insofar as acceptance is subject to conditions of Purchaser, effective contract conclusion shall require a written order confirmation from Siemens Healthineers.
Price offered is valid during period of offer validity and the period of Contract concluded as above. In case of delay in performance or non-performance of Contract for ninety (90) days or more due to reasons not attributable to Siemens Healthineers, the Contract Price is subject to revision with mutual agreement, once again and to be documented in writing in terms of fresh price and delivery confirmation.

Scope of supply and other terms and conditions of supply shall be strictly governed by this Siemens Healthineers' offer and Siemens Healthineers' acknowledgment of Purchaser's order. Purchaser shall be deemed to have understood and accepted the conditions contained herein.
For ease of movement as well as for safety purpose, Siemens Healthineers MR units are packed within metal container along with the pallet. On arrival of this consignment at Purchaser's end, MR unit shall be unloaded from the container. Subsequently, these pallet/containers shall be handed over by Purchaser to Siemens Healthcare Private Limited (Siemens Healthineers), as same has to be re-exported back to Germany.
PLEASE NOTE THAT THE PNDT CERTIFICATE AND AFFIDAVIT ARE STATUTORY REQUIREMENTS FOR ALL ULTRASOUND MACHINE (US), IMAGING MACHINE OR SCANNER OR ANY OTHER EQUIPMENT CAPABLE OF DETECTING SEX OF FOETUS IN INDIA INCLUDING AND NOT LIMITED TO ULTRASOUND, MRI, CT, PET CTS, X-RAY ETC. AS PER APPLICABLE CENTRAL AND STATE PNDT NOTIFICATONS.

Purchaser shall abide by the pre-conception & pre-natal Diagnostic Techniques. (Prohibition of sex selection) Act 1994. Purchaser and the sales agent/distributor (Business Partner) shall be fully responsible to follow the guidelines that are laid out by PNDT authorities from time to time. Siemens Healthineers and its authorized Business Partner shall not deliver any ultrasound equipment/Imaging equipments covered under PNDT to Purchaser without a copy of a PNDT certificate for the specific premises and a copy of the affidavit as required by the PNDT authorities. All deliveries of ultrasound equipment/Imaging equipments covered under PNDT will have to be strictly done to the premises for which the PNDT certificate is valid. This applies to the delivery of equipment that is done for the purpose of demonstration also.

Prices quoted are at Siemens Healthineers discretion on basis of INCOTERM as proposed along with the offer in accordance with INCOTERM 2020. Prices of imported items are based on the exchange rate applicable on the date of offer. Price of imported equipment is subject to price adjustment due to changes in project timeline for any reason not attributable to supplier including but not limited to foreign exchange fluctuation. Base exchange rate (TT Selling) as notified by RBI on Order date is the base date for applicable exchange rate for the contracted supplies. In the event of delay in contractual delivery for more than 120 days of the Order date, due to the reasons not attributable to Siemens Healthineers, such as unavailability of Site for commissioning of said equipment, financial clearance due to Bank DO/LC, regulatory clearances etc. contract price will be accordingly adjusted to the extent of increase based on the Exchange rate on date of delivery. Price determined on the above basis would be the contract price. Prices do not include unloading charges at the site and demurrage charges, if any.

Prices quoted for supplies of all goods and / or services offered are exclusive of applicable Goods and Services Tax ('GST'). Applicable GST would be determined based on classification and characterization of the supplies under the GST law which would in-turn depends upon the Harmonized System of Nomenclature ('HSN') and/or Service Accounting Codes of the respective supplies of goods and / or services effected under the contract. This could undergo a change if the characterization and scope of supply as agreed finally is different from the one which is being offered currently.Depending upon the place of supply and billing location, either an Integrated GST or "Central GST plus respective State GST" be charged on value of the supplies of goods and / or services.
Purchaser agrees to pay or reimburse to Siemens Healthineers applicable GST as may be levied and any other taxes, duties, cess or imposts, as applicable at time of delivery.
Wherever applicable, Purchaser will furnish its Road permits /e-way bills in the prescribed forms under the provisions of State specific Goods and Services Tax Act for enabling smooth entry of goods into the State where delivery is to be affected. Until specific e-way bills are prescribed under State specific State GST Acts, the road permits as prescribed under the respective State VAT laws would continue to operate.

SIEMENS Healthineers

In case of change in rates of any taxes, duties, levies or if new taxes, duties or levies are initiated by the Central/ State Government local bodies, including enactment of any legislation by the Union/State, then same will be to the account of Purchaser and shall be reimbursed by Purchaser. Change in judicial interpretation and / or any clarification or amendment made by the relevant authorities shall be construed to be a change in the rate of taxes, duties, levies and / or imposition of new tax, duty or levy.
Tax Collection at Source (TCS) is applicable on sale of goods @ 0.1% subject to certain conditions. Further, TCS is not applicable where tax has been deducted u/s. 194Q by the Purchaser. In case the Purchaser fails to furnish PAN, the rate of TCS shall be 1%. In case where the Purchaser has not filed the income-tax returns for last 2 years preceding the relevant financial year; and if TDS / TCS is Rs. 50,000 or more in each of the 2 preceding years, the rate of TCS shall be 5%. TCS is not applicable where the Purchaser is Central Government, State Government, Embassy, High Commission, legation, commission, consulate and trade representation of a foreign state or local authority. Purchaser agrees to pay to the Supplier, TCS as may be applicable at the time of sale of goods. The prices quoted for supply of all goods are exclusive of the applicable TCS.
TDS under section 194Q (w.e.f 1st July, 2021), if applicable, is to be levied at 0.1% by the buyer. Kindly note that Siemens Healthcare Private Limited ('SHPL') holds a valid PAN viz. AAVCS8021P and has filed its tax returns for the preceding two financial years. Accordingly, the higher rate of TDS prescribed under section 206AB or 206AA will not be applicable to payments made to SHPL.

Unless otherwise specified, Siemens Healthineers shall deliver the equipment ordered within three (3) months from the date of receipt from Purchaser of technically and commercially clear order along with dispatch instructions/agreed advance amount/Letter of Credit, copy of Procurement Certificate (from AERB) wherever applicable & permissions from any concerned authority etc., clear site with power whichever is later. Contractual deadlines may change due to delays and/or disruptions in supply chain, manufacturing, or execution as a result of the Covid-19 Virus spread.
In case dispatch of equipment is delayed due to non-availability of any suitable mode of dispatch the date on which Siemens Healthineers informs Purchaser its readiness to dispatch the equipment shall be deemed to be the date of delivery.

In case equipment is to be inspected before dispatch, the date on which Siemens Healthineers notifies Purchaser its readiness for inspection shall be deemed to be the date of delivery.

Delivery shall be affected basis of INCOTERM as proposed along with the offer. Price quoted by Siemens Healthineers includes freight charges for dispatch of equipment through any suitable mode of dispatch. The risk of destruction, loss or damage of the products shall be transferred to Purchaser in accordance with the agreed INCOTERM 2020. Upon Purchaser making the complete payment to Siemens Healthineers title to the offered equipment shall pass to Purchaser. Upon delivery of the equipment at Purchaser's facility the equipment shall be deemed accepted by Purchaser. Purchaser shall be responsible to properly maintain the equipment against loss, damage or unauthorized use of the equipment. Purchaser may not unreasonably delay or impede delivery and acceptance of the equipment.
Siemens Healthineers shall, in good faith, make every effort to deliver the equipment within the agreed delivery period. Siemens Healthineers shall, however, not be liable for delay in transportation or delivery for any reason whatsoever and claims for direct and/ or indirect damages due to late delivery/ non-delivery or for any other reason whatsoever, will not be accepted by Siemens Healthineers. Purchaser must provide necessary statutory forms/declarations for custom clearance, licenses, road permits, release order, Purchaser Registration Certificate like PNDT/AERB for Ultrasound or for Imaging equipments etc., where applicable to facilitate timely delivery of the supplies. Timely delivery is conditional upon the timely receipt of all documents to be furnished by Purchaser, necessary licenses and releases, timely clarification and approval of plans, and the observance of the agreed terms of payment and other obligations of Purchaser. If these conditions are not fulfilled on time, or if Purchaser does not meet its obligation to cooperate, a reasonable extension shall be granted. Purchaser agrees expressly to indemnify Siemens Healthineers for all costs related to warehousing, logistics, demurrage, helium boil off or the likes in case delay is attributable to the Purchaser. If delivery is delayed for reasons attributable to the Purchaser, delivery deadline shall be deemed met if notice that supplies are ready for shipment has been given within the agreed delivery period.
If Siemens Healthineers is solely responsible for a delay in delivery, Purchaser who can prove that it suffered a loss from such delay may claim liquidated damages at rate of 0.5% for every completed week of delay but in no event shall the aggregate of such compensation exceed a total of 5% of the price of the delayed supplies. Siemens Healthineers reserves the right to make partial deliveries and issue invoices accordingly, provided that the partial delivery can be used by Purchaser stand-alone without the outstanding deliveries. In case contractual delivery date is extended due to Purchaser's default, Siemens Healthineers reserves the right to charge 0.5% per week subject to maximum of 5% of price of the delayed supplies in addition to other charges Siemens Healthineers incurs on account of extension.

Prices quoted are inclusive of transit insurance charges. Transit insurance cover shall be valid up to fourteen (14) days from the date of arrival of the consignment at the destination. Siemens Healthineers shall not be responsible for any damage to the equipment after the lapse of the transit insurance cover. In case Purchaser requires insurance to be extended beyond the period indicated above, Purchaser shall arrange for the same at its own cost. Purchaser shall inform Siemens Healthineers in writing of any loss and/or damage to consignment within the above stated period. If consignment is outwardly damaged, Purchaser shall take open delivery, obtain carriers certificates

showing extent of loss/damage, lodge a formal claim (by Registered A.D. mail or hand delivery, in which case, carrier's acknowledgment of claim lodged shall be obtained) with carrier and notify Siemens Healthineers in writing at the earliest within 14 days of delivery.
In case of non-delivery within thirty (30) days from date of dispatch Purchaser shall lodge a formal claim (by Registered A.D. mail or hand delivery, in which case, carrier's acknowledgment of claim lodged shall be obtained) with carrier and notify Siemens Healthineers in writing. Non-observance of any of these conditions by Purchaser shall absolve Siemens Healthineers from all liabilities.

PURCHASER SHALL MAKE PAYMENTS AS FOLLOWS, UNLESS OTHERWISE SPECIALLY AGREED IN WRITING. 30% ADVANCE ALONG WITH THE ORDER AND THE BALANCE 70% TOGETHER WITH THE TAXES, DUTIES AND OTHER STATUTORY LEVIES PAYABLE AGAINST THE PRESENTATION OF DISPATCH DOCUMENTS. PURCHASER WILL ALSO PROVIDE THE FULL ADDRESS OF ITS BANKERS IN ITS ORDER. Purchaser hereby agrees that balance payment of 70% to Siemens Healthineers is secured by issuing a Letter of Credit/Bank guarantee/Banker letters within 2 weeks of purchase order.
If for any reason payment is delayed beyond the stipulated date of payment, interest @ 2% p.m. will be charged on the amount overdue for the delayed period. If for any reason payment is not forthcoming within the agreed time, Siemens Healthineers, on its own discretion, can call back the consignment, and adjust the costs incurred in the said transaction from the advance paid. If any amount is overdue after installation, commissioning and handover Siemens Healthineers reserves right, at its sole discretion, to reduce/foreclose the extended warranty, if any provided to Purchaser pursuant to this offer, on pro-rata basis.

Purchaser shall provide a suitable site, carry out preliminaries connected with installation, civil and structural alterations required for installing the equipment, at its own cost. Purchaser shall also provide proper power supply (as per Siemens Healthineers' specification) to enable to Siemens Healthineers to install the equipment. Purchaser shall comply with requirement of Atomic Energy Regulatory Board (AERB) Guidelines for setting up of new Diagnostic X-ray/Imaging equipment Installation. Siemens Healthineers shall carry out installation of equipment at the site as specified by Purchaser.
Siemens Healthineers shall carry out installation of the equipment and shall not be responsible for any preliminaries, site alterations, etc. Purchaser shall provide proper site conditions that means and includes suitable site, proper uninterrupted power supply as per Siemens Healthineers' specifications, all required permissions, registrations and licenses related to use of the equipment duly completed, preliminaries connected with installation, civil and structural alterations required for installing the equipment, on its own cost at the site for installation. Purchaser.

If Purchaser, irrespective of any reason, fails to provide proper site conditions on date when the equipment is delivered (or any other specified date) or there is any other impediment due to which installation work cannot be started or is obstructed, Purchaser shall be solely and completely responsible for storage & safety of the equipment at the site. If the equipment or its any part is found later to be in a damaged condition, Purchaser shall be liable for the same. This liability is also extended to any failure or defect or damage to the part(s) of the equipment resulting due to prolong storage of the equipment in the containers (or otherwise being kept at the site in improper conditions) without being timely installed and put to their effective use. For avoidance of doubt, it is to be specifically mentioned that for repairs or replacement of such damaged/defective part(s) of the equipment, Purchaser shall pay extra at Siemens Healthineers standard price, as it will not be covered under Warranty as per Clause 10.
Purchaser shall not transport/shift any equipment or part thereof without express consent of Siemens Healthineers. All costs, charges and expenses in respect of moving the equipment and any part thereof including costs, charges and expenses for dismantling, reinstallation, testing and commissioning as well as for all spare parts damaged/failed during transit etc., shall be payable by Purchaser, extra in addition to the existing Agreement charges. The Agreement charges during the period of dismantling/movement/reinstallation of the equipment shall continue to be paid by Purchaser. Siemens Healthineers will be entitled to revise its charges to include additional cost of fulfilling the terms of this Agreement due to change in location of the equipment.
In event of installation of equipment at third party site and operation of the equipment by such third party, Siemens Healthineers shall install the equipment at third party site and provide Services only upon receipt of service instruction from the owner of the equipment, i.e., Purchaser herein. Third Party shall communicate to Purchaser any request for provision of the Services and Purchaser shall log in all service calls. Purchaser shall, upon Siemens Healthineers discretion, arrange for third party's confirmation. Supply of the Equipment and services to third party will be commenced only after receipt of confirmation from third party and receipt of all sale consideration under this Agreement from Purchaser.

Purchaser shall maintain the environmental conditions recommended by Siemens Healthineers so as to ensure that the equipment does not suffer damage due to humidity, dust, pests, severe temperature, etc. Purchaser shall ensure that the equipment is operated, as per the operating instructions and Siemens Healthineers' recommendations. Purchaser shall also ensure that competent, trained and skilled

personnel operate the equipment. Siemens Healthineers shall not be responsible for any loss, damage or injuries caused due to Purchaser's non-fulfillment of Operational requirements.
Subject to clause 9 above (Operational requirements) equipment offered is covered by warranty under proper use for faulty material or workmanship for fifteen (15) months from date of dispatch or twelve (12) months from date of installation, whichever is earlier.
In case of third-party OEM equipment supplied along with equipment, Siemens Healthineers responsibility during warranty period is to repair third party OEM as per terms and conditions set out by the third-party OEM. If repair is not possible or otherwise non-functioning is solely due to manufacturing defect and for reasons not attributable to Purchaser, third party OEM equipment will be replaced.
Purchaser shall inform Siemens Healthineers in writing of any defect in equipment noticed during Warranty period. On receipt of Purchaser's written notice, Siemens Healthineers shall rectify the faults. The option to repair or replace any parts shall solely rest with Siemens Healthineers. Purchaser shall not return the equipment or any part thereof to Siemens Healthineers before receiving Siemens Healthineers' confirmation to that effect.
Siemens Healthineers shall not be responsible for any defect or damage caused due to any alterations, addition, or repair carried out to the equipment by any person not authorized by Siemens Healthineers to carry out such alterations, addition or repair.

Siemens Healthineers shall not be responsible for any defect or damage caused to the equipment, directly or indirectly, due to mishandling, misconduct or negligence on the part of Purchaser or its employees, failure to operate the equipment as recommended by Siemens Healthineers, failure to maintain the environmental conditions recommended by Siemens Healthineers. Items not manufactured by Siemens will not be covered under the scope of this Warranty, unless otherwise specifically mentioned. Parts which deteriorate due towear and tear, consumables or any such parts not specifically covered under this Warranty shall be outside the scope of this Warranty.

The Warranty, however, does not extend to the following:
For Ultrasound systems - Probes and consumables.

For Ventilators/Anesthesia Systems - Flow transducer, pressure transducer, temperature probe, heater wires, O2 cells, patient tubes, batteries & other consumables.
For Monitoring systems- Pressure transducers, temperature probes, any other transducers.
For X-Ray machines - Vacuumatic items like valves, x-ray tubes, image intensifier tubes, integrated circuits, H.T. cables, and accessories.
For Computed Tomography - Patient positioning accessories, filters and such other consumables.
Purchaser shall be entitled for the following pro-rata credit on CT tubes for Spiral CT Scanners
100% up to maximum of six months from the date of dispatch or 40000 Scan seconds
70% up to maximum of nine months from the date of dispatch or 80000 Scan seconds
40% up to maximum of twelve months from the date of dispatch or 130000 Scan seconds
Whichever is earlier for all above conditions.

For Cathlabs
Purchaser shall be entitled for the following pro-rata credit on MEGALIX-CM Tubes - 100% up to maximum of six (6) months from the date of dispatch or 40000 Load Units 70% up to maximum of nine (9) months from the date of dispatch or 60000 Load Units 40% up to maximum of twelve (12) months from the date of dispatch or 80000 Load units whichever is earlier for all above conditions.
Purchaser shall be entitled for the following pro-rata credit on Megalix-Cat Tubes -100% up to maximum of twelve (12) months from the date of installation.
Service support: Unless otherwise agreed specifically in writing in the offer, Siemens Healthineers shall provide service support (including availability of spare parts) as following:
1.New Equipment – For a period of either 10 years from date of dispatch of equipment from the factory or till the date of end of support (EoS) as announced by Siemens Healthineers whichever is later. Siemens Healthineers shall notify 6 months in advance of upcoming EoS enabling Purchaser sufficient planning time for replacement/storage of spare parts.
2. Ecoline Brand equipment - For a period of 5-7 years from date of dispatch of equipment unless otherwise specified in offer
3. 3rd party products like injectors, UPS, Osirix, monitors, workstation shall be supported for 5 years from the date of dispatch of equipment from factory or end of support declared by the original equipment manufacturer, whichever is earlier.
4. Syngo Workstation and associated IT hardware will be supported for 5 years from the date of dispatch of equipment from factory or till end of support declared by the original equipment manufacturer, whichever is earlier.
Updates & Upgrades: Any option or upgrades that provide new features or capabilities or that require hardware changes and purchased by Purchaser, after installation and commissioning of the system will not be covered under any existing warranty or existing maintenance service contract. Maintenance services pricing and terms of service will be offered separately along with price of the Option/Upgrades as and when such Option/Upgrades is available for supply. In addition, some upgrades may require applications training performed by Siemens Healthineers' personnel that will be offered at Siemens Healthineers' rates and terms then in effect. Siemens Healthineers retains the sole right to determine whether an upgrade requires such training.

MRI Damages due to ferromagnetic, etc.
Any damage caused to equipment or the magnet including but not limited to impact of ferromagnetic objects like cylinder, wheelchair, patient trolley etc. will not be covered under Warranty/Extended warranty/Maintenance contract obligations, such incidences could also cause permanent damage to magnet beyond repairs. This damage may result into either immediate performance degradation/magnet quench or generate initiation condition which may result in subsequent performance deterioration of the equipment (magnet quench). All costs on account of such incidents will be borne by Purchaser. Magnet quenches due to Purchaser operated ERDU (Emergency Run Down Unit) will not be covered under Warranty/Extended warranty/ Maintenance obligations.

Siemens Healthineers may provide service support through Smart Remote Services Connection (SRS). Such service support shall be subject to SRS terms and conditions as per Annexure 1 to this offer.
After expiry of the Warranty period, Purchaser has a choice to opt for Comprehensive Maintenance Contract (CMC) or Annual Maintenance Contract (AMC) . In case Purchaser opts for Labor AMC or does not take any contract, a switch to CMC at a later date would not be possible at the contractual Comprehensive contract (Performance TOP/TOP+) rates. However, should the Purchaser desire a switch to CMC, the rates will be worked out after evaluation of the unit and communicated at the point of such requirement.Exchanged parts which are removed from the equipment pursuant services provided during Warranty period or under the CMC or AMC contract as specified above, it shall become the property of Siemens Healthineers unless such exchange parts constitute “hazardous wastes”, “hazardous substances”, “special wastes” or other similar materials, as such terms are defined by any federal, state or local laws, rules or regulations, in which case, at the option of Siemens Healthineers, the exchange parts shall remain the property of Purchaser and shall be disposed of by Purchaser in strict compliance with all applicable laws, rules and regulations.

SIEMENS HEALTHINEERS shall not be obligated to fulfill this agreement if such fulfill-ment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

Purchaser shall only have right to use the software, technical know-how, operating instructions, product brochures/data sheet and any other proprietary information supplied along with the equipment or used in servicing the equipment supplied. Ownership of such items shall clearly vest and remain with Siemens Healthineers and/or its affiliates as applicable. Purchaser shall not violate, breach or infringe the rights of Siemens Healthineers in any manner whatsoever or shall not allow any third party to infringe or breach such rights or unauthorized access or break into the software.
Nothing in this Agreement shall in any way grant to Purchaser any right to or license in any diagnostic service software utilized by Siemens Healthineers in servicing the Equipment. Such service software is and shall remain sole and exclusive property of Siemens Healthineers or its affiliates, as applicable, and is available to Purchaser pursuant to the terms and conditions of a separate diagnostic materials license agreement, which may require payment of a license fee.
14.1 Purchaser may cancel the order by giving prior written notice of thirty (30) days to Siemens Healthineers. In such an event Purchaser shall be liable to pay to Siemens Healthineers a minimum of 10% of the contract value towards cancellation charges. If Purchaser cancels the order after the equipment has been manufactured or dispatched by Siemens Healthineers, Purchaser, in addition to the cancellation charges, shall be liable to pay to Siemens Healthineers all other costs such as manufacturing cost, freight charges, demurrage, re-diversion costs, sales tax on re-sale of the equipment which has been specifically imported by Siemens Healthineers to fulfill Purchaser's condition, interest charges & any other costs incurred by Siemens Healthineers. Siemens Healthineers shall, without prejudice to any other rights, have the right to adjust the advance paid by Purchaser towards the supply contract or any other amounts belonging to Purchaser lying with Siemens Healthineers for any reason whatsoever. Purchaser shall pay the differential amount in case the advance amount lying with Siemens Healthineers is not sufficient to cover the charges as above. The Parties agree that the cancellation fee as specified above is a genuine pre-estimate of the loss Siemens Healthineers will suffer in case Purchaser cancels the order and is reasonable compensation not in form of penalty.
14.2 Siemens Healthineers reserves right to terminate the contract with advance notice of seven (7) days arising out of this offer in the event
i) Purchaser does not make the payments/delays the payment as per the terms of the Offer.

ii) The " Force Majeure" conditions extends beyond ninety (90) days and the parties cannot come to a mutual agreement for fulfilling their respective obligations under supply contract.

iii) Purchaser neglects or refuses to carry out its obligations under the contract, arising out of this offer or commits any other material breach of the terms of the offer and does not rectify the breach within 7 days of receipt of notice of default or breach.

Siemens Healthineers reserves the right to suspend the contract during the notice period of seven (7) days mentioned above

Upon termination of this Agreement under clause 14.2(i) and (iii)

(i) Siemens Healthineers will have right to forfeit the advance payment.

(ii) Purchaser must return the Instrument to Siemens Healthineers within seven (7) days on termination of the Agreement.

(iii) On termination of the contract, Purchaser must settle its accounts with Siemens Healthineers within a period of seven (7) days from the date of termination of the contract. Purchaser shall also pay to Siemens Healthineers the compensation as mentioned in clause 14.1.

Parties assume responsibility for and shall indemnify and save harmless each other, from all actual and proven liability, claims, costs, expenses, taxes and assessments including penalties, attorneys' fees and court cost which are, or may be required with respect to any breach of obligations under the contract arising out of this offer, or due to any reason attributable, to the defaulting party.

Siemens Healthineers' offer is strictly subject to Force Majeure and any other causes beyond Siemens Healthineers' reasonable control. In event of stoppage of work in any establishment of Siemens Healthineers during the delivery period owing to war, hostilities, acts of the public enemy, civil commotion, riots, sabotagefires, floods, earthquakes, tempests, explosions, epidemics or any acts of God, quarantine restrictions, strikes, lockout, trade disputes, breakdowns, accidents, governmental decree, impossibility or difficulty of obtaining supplies of raw material, restrictions in power supply, power cuts, stoppage of railways or other carriers and/ or causes beyond the control of Siemens Healthineers, deliveries may be postponed or partially or wholly cancelled by Siemens Healthineers and/or third party OEM. Siemens Healthineers shall not be liable for any losses, direct or indirect, due to delay in performance or non-performance of this contract resulting from causes which are beyond Siemens Healthineers' reasonable control and due to such causes, which amount to Force Majeure at law.

18.1 If any dispute arises in connection with this Agreement, representatives of the Parties shall attempt, in fair dealing and in good faith, to settle such dispute within five (5) business days. If within 5 business days the Parties are not able to reach an amicable settlement, then either party may by notice to the other party in writing refer the dispute to Arbitration in terms of Clause 18.2.

18.2 Any dispute, difference or claim arising out of or in relation to this transaction including construction, validity, performance, breach or termination thereof shall, shall be referred to and finally resolved by a sole arbitrator in accordance with the provisions of Arbitration and Conciliation Act of 1996 (as amended). The seat of arbitration shall be Mumbai. The arbitration proceedings shall be conducted in English.

18.3 The Parties irrevocably agree that the Courts of Mumbai are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

When equipment has successfully conformed to the agreed specifications, Purchaser shall return Siemens Healthineers acceptance form, duly signed, within 15 (fifteen) business days. Purchaser shall not withhold or delay the issuance of acceptance certificate of any of the equipment, if the equipment substantially meets the specifications or on account of any minor defects which have no material effect on the functionality of the equipment. Failure of Purchaser to notify either the acceptance of the equipment within fifteen (15) days or any defects or deviations in the equipment within the period agreed for the same purpose shall amount to "deemed acceptance" of the deliverable by Purchaser.

Purchaser shall take all reasonable precautions for the equipment supplied to ensure that it works correctly. Complete or partial commencement of productive or commercial use of the equipment shall be deemed to be its immediate acceptance.

Siemens Healthineers may assign or extend this offer or contract concluded following acceptance of this offer in whole or in part and its rights and obligations hereunder to a Siemens' group company or any Siemens Healthineers affiliates without any consent of the other party as a result of the sale of all or a substantial part of the assets or the business to which this offer or contract relates and/or in connection

with any type of spin-off, (de)merger, consolidation, divestiture, dissolution or any other type of business combination or business reorganization. Furthermore, Siemens Healthineers may have any obligation hereunder performed by a subcontractor without the prior written consent of the other party. Siemens Healthineers may assign any outstanding payment from Purchaser to any factoring company without consent of Purchaser.

The contract is concluded when Purchaser accepts Siemens Healthineers' offer in writing without amendment. Insofar as acceptance is subject to alternative conditions of Purchaser, effective contract conclusion shall require a written order confirmation from Siemens Healthineers. The scope, quality and all other conditions for the deliveries shall be determined exclusively by these concurring written declarations and the provisions of these General Conditions of Supply.

These General Conditions of Supply form an integral part of the offer and the offer shall be read and understood in conjunction with the General Conditions of Supply. General Conditions of Supply shall be applicable and prevail, unless otherwise accepted by Siemens Healthineers in writing.

Siemens Healthineers, to the maximum extent permitted by applicable law, hereby disclaims all warranties/guaranties, either express or implied, other than what is expressly stated in the supply contract. Total liability of Siemens Healthineers for any reason, on any account, whatsoever, including but not limited to claims arising out of contract, Tort, Warranty claims by third parties or otherwise shall not exceed and be subject to a maximum of 10% of the payments received by Siemens Healthineers out of the contract arising out of this offer.

Under no circumstances, Siemens Healthineers, including its employees, officers shall be liable to Purchaser for any loss of profit (whether actual or anticipation), loss of revenue, loss of goodwill, loss of contracts, loss of opportunities or any indirect, incidental, special or consequential losses or damages arising from or in connection with its performance or non-performance under this Agreement and whether based upon contract, tort or any other legal theory.

Any and all liability of Siemens Healthineers under the supply contract shall cease with the expiry of the Defects Liability period specified in Warranty clause.

Purchaser should provide a dedicated PACS administrator to run the PACS efficiently.

Siemens Healthineers will provide SRS connectivity with modem free of charge.

The Scope of delivery consists of,

-Supply of SW and HW (from third party)

-Installation of OS & application SW

-Training of Radiologist/ Radiographer at site consisting of (three working days)

i. Opening the PACS data base

ii. Storage and retrieval of Images

iii. Various post processing tools

iv. Functional demo. of all available options

-Training of PACS administrator at site consisting of (three working days)

i. Role based user creation

ii. Data base back up (to taken regularly)

iii. Scheduling & archiving facilities & tools

iv. Trouble shooting and auditing log file regularly

v. Escalating calls & complain to help desk

vi. Installation & uninstallation of Web client/Radiology stations

-Training of Clinicians at site consisting of (two days)

i. Opening the PACS data base

ii. Storage and retrieval of Images

iii. Functional demo. of all available options

iv. Functional demo of all available option

-Interfacing with the Modalities (predetermined before finalization of PO)

Following does not come under normal delivery and to be charged extra,

Arrangement of back up data network including switches Arrangement of UPS/ stabilized power supply Providing antivirus SW across the network (OS is supplied with standard antivirus protection only).

Migration/ Import of old data to system (Until specifically mentioned and separate price for the same is indicated in the price. This will be exclusively on per TB of data transfer cost only).
Enhancement of network facilities, configuration and related activities Arrangement of broad band & modem/line-driver for tele-radiology or remote viewing images.
Routine back up of data from the archive server (Siemens Healthineers will train PACS administrator to take data backup). Up-gradation/ replacement of storage media and Server. O/S or anti-virus protection issue due to network should be attended by the EDP department of the client please. However, it will be mandatory by Siemens to mention the requisite O/S and HW specification.

Standard recommended life of Siemens PACS will be seven (7) years, after that the OS, HW and application SW may be required to be replaced /modified at user's cost please.

The system should be termed operational when images are going from modalities to archive server and distributed to diagnostic /viewing locations
The uptime will be considered on the basis of the archive server performance only. In case of any web or client not working at terminal level should not be considered as down time.
Any NET work related issue (cabling, HW, modem and switches should not be considered as non-functioning of PACS.
Multix Impact
Scope of Application Training is as follows

i. Purchasers learn about usage of the system with Siemens Healthineers comprehensive online material (PEP connect).
ii. Half an hour onsite safety training with CSE (Purchaser support Engineer) for the system handover after installation
iii. A free Remote Application Training for advanced customization via SRS. Purchaser to provide Internet Broadband connection as per Siemens Healthineers requirement.

25.1 Siemens Healthineers shall not offer or give or agree to give to any person in the employment of Purchaser, any gift or consideration of any kind as inducement or reward to do any act in relating to obtaining or execution of the Contract arising out of this offer.

25.2 Siemens Healthineers and Purchaser shall comply with all applicable laws and regulations to bribery, corruption and prohibited business practices and will not partake in any action in relations to the transactions contemplated herein violation of such applicable laws.

25.3 Siemens Healthineers has a clearly defined Compliance program that ensures that Siemens Healthineers continues to conduct its business with total integrity and transparency. If at any time during your business interactions with Siemens Healthineers, Purchaser faces situations of impropriety by Siemens Healthineers' employees or any other misdemeanor, please alert Siemens Healthineers. Purchaser may directly inform Siemens Healthineers' global Compliance Helpdesk which offers 24 hours service "Let Us Know" compliance reporting system (https://www.bkms-system.net/healthineers) or can speak with the Siemens's Compliance Officer, Ms. Deepa Priyadarshini on +91 (22) 33700896/+91 8657423575. It is Siemens Healthineers' endeavor to set a benchmark in Corporate Governance.
25.4 While Siemens Healthineers continues to optimize Siemens Healthineers' processes and renew Siemens Healthineers' portfolio to keep pace with Purchaser's needs and requirements, it is important for both Siemens Healthineers and Purchaser to base their relationship on trust and integrity. This Siemens Healthineers believes is of paramount importance as Siemens Healthineers' core value is to nurture a culture of highest performance with highest ethics. With the "Let Us Know" function, the Compliance Help Desk represents a sensible, global-level adjunct to the Ombudsman, and provides an additional point of contact. Especially important is the responsible use of the Helpdesk.
26.1 If Purchaser transfers goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens Healthineers or works and services (including all kinds of technical support) performed by Siemens Healthineers to a third party, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services, Purchaser shall comply with the (re-)export control regulations of the Federal Republic of Germany, the European Union and the United States of America..
26.2 Prior to any transfer of goods, works and services provided by Siemens Healthineers to a third party, Purchaser/End User shall in particular sly check and guarantee by appropriate measures that
- There will be no infringement of an embargo imposed by the European Union, the United States of America and/or the United Nations by such transfer, by brokering of contracts concerning those goods, works and services, or by provision of other economic resources in connection with those goods works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos.

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- Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided.
- The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

26.3 If required to enable authorities or Siemens Healthineers to conduct export control checks, Purchaser, upon request by Siemens Healthineers, shall promptly provide Siemens Healthineers with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Siemens Healthineers, as well as any export control restrictions existing. Purchaser shall indemnify and hold harmless Siemens Healthineers from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Siemens for all losses and expenses resulting thereof.

26.4 Purchaser shall indemnify and hold harmless Siemens Healthineers from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Siemens for all losses and expenses resulting thereof.

The Atomic Energy Regulatory Board (AERB) Safety Code AERB/SC/MED-2 for Medical Diagnostic X-ray Equipment and Installations stipulates the following:

It is mandatory for all users of medical diagnostic x-ray equipments to obtain License for operation from AERB. To facilitate the online submission of applications for regulatory consents, AERB has launched Diagnostic Radiology Module in its e-governance application e-LORA (e-Licensing of Radiation Application). All diagnostic x-ray equipment user institutes are required to use e-LORA for obtaining operating from AERB.

No X-ray machine shall be installed and commissioned unless the procurement of diagnostic x-ray equipment through e-LORA is approved by the competent authority i.e. The Head, Radiological Safety Division, AERB, Niyamak Bhawan, Anushaktinagar, Mumbai 400 094.

As the above is mandatory for the installation and commissioning of the X-ray equipment, Purchaser shall comply with the above requirement and get the procurement of x-ray equipment approval by uploading room lay out plan in e-LORA.

Siemens Healthineers shall install the X-ray machine only as per the approved layout plan of AERB.

Also, it is a statutory requirement on the part of the user to obtain the Registration for general X-ray diagnostic unit and License for CT-scan, interventional radiology unit from AERB.

AERB Guidelines for Users:

As per the recommendation of AERB, all users of Diagnostic X-ray unit (Radiography/Fluoroscopy/Mammography/OPG/ BMD/ CT/ Interventional Radiology) should complete the registration/License of their unit with AERB by submitting the following documents through e-LORA

1. Institute registration
2. Obtain procurement approval for x-ray equipment by uploading the layout plan.
3. Registration & Nomination of RSO & staff members with PMS No.
4. Adding Radiation Protection safety Tools/Accessories.

As the above is mandatory for the commissioning of the X-ray equipment, you are requested to comply with the same and get your X ray unit registered with AERB. Post installation, the License procedure for the unit should be completed by submission of the following documents to AERB through the e-LORA portal:

1. Siemens Healthineers will upload the installation report & QA report (Duly signed and stamped by Purchaser) through Siemens Healthineers' e-LORA login.
2. After acceptance of the installation report by AERB, Purchaser needs to submit the application for operation license via e-LORA. This has to be submitted within 6 months from the date of acceptance of installation report, failing which Purchaser has to submit fresh QA report before applying for License.

Users of Nuclear Medicine equipment are also required to get the room layout plan approval from AERB prior to installation of the unit. Application form along with the requisite details should be submitted through e-LORA to AERB for the necessary approval. Separate

approval for procurement of radioactive source also needs to be obtained by the Purchaser directly from AERB. License procedure for the unit should be completed by submission of the following document to AERB.
1. Institute registration.
2. Obtaining approval for layout
3.RSO nomination & other staff list with PMS No.
4. NOC obtaining for calibration sources
5. Intimating about commissioning
6. Obtaining license.
Siemens Healthineers should not be held responsible for any user related non-compliance with respect to AERB regulation

For further information please log on to www.aerb.gov.in
Action by users on disused radioactive sources.
When a source is no longer in use for the authorized purpose, or upon completion of its useful life, the source should be allowed to decay sufficiently in the case of short half-life radioisotopes or it should be returned by the users to the original supplier in the case of sealed and long half-life radioisotopes, in accordance with the procedure for the same laid down by AERB. It will be Purchaser's obligation to obtain requisite permission through e-LORA portal & comply with these terms & conditions.

Any additional cost or benefit impacting the contract price resulting from a Change in Law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such Change in Law.
Change in law means occurrence of any of the following event after submission of bid and during the performance of the contract:
a. The enactment of any new Indian law
b. The repeal, modification or re-enactment of any existing Indian Law
c. The commencement of any Indian Law, which has not entered into effect until the date of award of contract
d. A change in the interpretation or application of any Indian law, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a Court of record prior to the date of Bid/Award of contract or
e. Any change in the rates of any of the taxes that have a direct effect on the agreement.

30.1. For HVEs which at the time of delivery show material or manufacturing defects, the GG shall provide warranty by delivering faultless HVEs (replacement delivery) against return of the defective HVEs.
30.2. The replacement shall be delivered DDU place of use at the replacement price (RP) valid on the day of its readiness for dispatch in accordance with the Price Information of the GG, less the warranty reimbursement for the defective HVE (see Para. 30.4 below).
30.3. Within the period specified in the current regulations for the processing of returns, the defective HVE shall be sent by the Purchaser at no extra charge and freight prepaid to the address indicated therein, for free disposal of the GG. If the HVE is not received within the specified time, the relevant basic price (BP) shall be applied instead of the replacement price and the difference from the RP shall be charged in addition.
30.4. The warranty reimbursement shall be calculated at a graduated rate by considering the period and intensity of use and the average benefit derived from the previous use of the defective HVE in percent of the RP, in accordance with the table shown below. Under the percentage of the respective column, the period and intensity of use (prerequisite) is indicated within which the respective percentage is applied. The period of use shall begin on the day of the initial start-up of the defective HVE on the site of the Purchaser of Purchaser,however, at the latest with expiry of the 4th month from the transfer of risks to Purchaser. If several (measurable) prerequisites are stated in a field of the table, all of these have to be fulfilled. If the prerequisites of any field are not fulfilled, a warranty reimbursement shall not be provided.
High-Vacuum Elements
Generators up to max. 6 months up to max. 9 months up to max. 12 months RF-Transmission Tubes for Magnetic Resonance up to max. 6 months up to max. 9 months up to max. 12 months.

* ** *** 1 Exposure 1 Exposure 1 Exposure =1 kWs
2 sec cine, DSA, DR, DCM 1 sec cino, DSA, DR, DCM 0,5 sec DR-EB, DCM 2 sec DPF (pulsed fluoroscopy > 2P/s)
According to mode of operation corresponds to 1 Load Unit (LU)15 sec DPF (pulsed fluoroscopy) 7 sec DPF (pulsed fluoroscopy) 5 sec DL, SUB DR, Roadmap, DPF (pulsed fluoroscopy < 2P/s).

In the course of inspection or maintenance of equipment by Siemens Healthineers or a subcontractor engaged by Siemens Healthineers, the possibility of access to personal data cannot be eliminated. Purchaser shall assure compliance with all legal regulations applicable to personal data (e.g., obtaining related declarations of consent etc.) and also ensure that any patient related data access by Siemens shall be properly de-identified; so that SIEMENS is able to meet its contractual obligations without contravening applicable laws pertaining to the protection of personal data. Siemens Healthineers or its affiliates shall not be liable for any third-party claims, of whatsoever nature, arising out of non-compliances of data privacy laws, rules, regulations and guidelines by the Purchaser and shall be indemnified by the Purchaser for any loss or damaged suffered on this account.

To protect the Equipment against cyberthreats, Purchaser shall maintain a state-of-the-art security concept and environment for its IT infrastructure to prevent unauthorized access to the Equipment. The Equipment shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized in the instructions for use and only when appropriate security measures (e.g., firewalls, network client authentication and/or network segmentation) are in place. USB-storage media and other removable storage devices shall only be connected to the Equipment if and to the extent such connection is authorized by the Siemens Healthineers.

Purchaser shall notify the Vendor without delay in case of suspected or actual cybersecurity incidents or vulnerabilities of the Equipment. In the event that Siemens Healthineers becomes aware of a Vulnerability which Siemens Healthineers classify as relevant, it shall make available patches as set forth herein below until EoS or up to 10 years following product delivery (or during the tenure of service contracts), whichever occurs first, provided that Purchaser's Product version is the most recent or at least the

penultimate version at the given time. In the case of third-party software this provision applies only if Siemens Healthineers is able to obtain the respective patch from Siemens Healthineers' third-party software provider. If the Product is capable for SRS and Purchaser enables remote distribution of the patches via SRS, or if patches are made available for download via Siemens Lifenet, the patches shall be free of charge. Otherwise, if the patch needs to be installed on site by Siemens Healthineers, Siemens Healthineers may charge Purchaser for the expenses resulting from the installation.

Any right of Purchaser to claim damages resulting from or related to Cyberthreats, such as but not limited to loss of data, downtime, business interruption, lost profit, cost for Product reset and/or data reconstruction, regardless of the legal basis, but in particular resulting from any duty under the contract or as a result of any tortious act, is hereby excluded. Siemens Healthineers assumes no liability whatsoever for damage caused by

(i) Purchasers' intrusive IT Security testing.
(ii) unauthorized, modification of the system configuration or IT Security controls of the Product.
(iii) the installation of patches which are not authorized by Siemens Healthineers; or
(iv) Purchaser delaying the self-installation of patches made available by Siemens Healthineers via SRS or for download via Siemens Lifenet.

Currently there is global supply chain disruptions due to shortage of shipping containers, congestion at seaports. Siemens Healthineers shall endeavor to ship the equipment from the factory within three (3) months from the date of receipt from Purchaser of technically and commercially clear order along with dispatch instructions/agreed advance amount/Letter of Credit along with copy of Procurement Certificate (from AERB), wherever applicable and permissions from any concerned authority etc. or clear site with power, whichever is later.
Siemens Healthineers shall, in good faith, make every effort to ship the equipment from the port at the earliest to meet the committed delivery period. However, Siemens Healthineers shall not be liable for delay in transportation on account of non-availability of cargo carriers, containers, clogging of containers at ports or for any reason related to present situation as mentioned hereinabove and any claims, including but not limited to liquidated damages, on account thereof.
This special terms and conditions supersede all other relevant terms & conditions regarding delivery in the General Conditions of Supply and Installation – Imported Equipment.

"The logistics and supply chain (including invoicing) of different elements in the offer shall be effected in the following manner:

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- Medical device along with all inbuilt accessories and warranty- From any of warehouse (WH) so registered under Drugs and Cosmetic Act and Relevant Rules.
- Local Bought Outs including other software based solutions - From the State where regional WH/sales office is located.
- Extended Warranty- From the State where regional WH/sales office is located.
- Site modification - From the State where machine is installed or from the State close to the State where machine is installed.

We request that the above is taken into account while issuing the purchase order to Siemens Healthcare Private Limited. We shall be happy to clarify any doubt or query you may have in this regard."

Any Damage caused to equipment or the magnet including but not limited to impact of ferromagnetic objects like cylinder, wheel chair, patient trolley etc. will not be covered under Warranty/Extended warranty/Maintenance contract obligations, such incidences could also cause permanent damage to magnet beyond repairs. This damage may result into either immediate performance degradation/magnet quench or generate initiation condition which may result in subsequent performance deterioration of the equipment (magnet quench). All costs on account of such incidents will be borne by the Purchaser. Magnet quenches due to customer operated ERDU (Emergency Run Down Unit) will not be covered under Warranty/Extended warranty/Maintenance obligations.

28.1. Unless stated otherwise, the General Conditions of Sale and Delivery - Exports, Healthcare Group, apply
28.2. The MR system comprises two principal items: Scanning system and magnet system. The scanning system will be delivered by Siemens Healthineers excluding installation and commissioning. The magnet system will be delivered by the Oxford Magnet technologies (OMT), excluding installation and commissioning. The first filling with liquid helium is not included.

28.3. The prices to be charged shall be those prevailing on the day of delivery, unless otherwise agreed upon. Prices are subject to the following conditions:- For the scanning system, at Siemens Healthineers' discretion, freight-prepaid German border, FOB German shipping port or FCA German airport.
-For the magnet system, at our discretion, freight-prepaid British border, FOB British shipping port or FCA British airport.
The costs of transport insurance are not included in these prices. Our prices do not include the costs of determining the magnet self-shielding required and the measuring and checking of interference levels on site.
28.4. The risk for the scanning system and for the magnet system delivered by OMT shall pass to Purchaser when the consignment is handed over to the first forwarding agent
28.5. The warranty period shall be twelve (12) months from the date of commissioning, but no longer than fifteen (15) months from the date of transfer of risk.
28.6. The scope of delivery for magnetic resonance systems includes software. In connection with this, the Purchaser has the temporally unlimited non-exclusive and non-transferable right to use these software products on the equipment for which they have been supplied, without modifications, and for the purposes defined in the product description. Software products and associated documentation must not be passed on the third parties.
Insofar as no special conditions to the contrary are agreed upon, the fee for the right of using software products is included in the purchase price. The cost of use is based on the software product first supplied with the equipment.
In case of extending the capability of existing equipment/of a system already installed by means of software, the same regulations apply.
Fulfilment of the guarantee consists in supplying replacement software in accordance with the condition of Item 6.
28.7. If for any reason, Purchaser is late in fulfilling his obligations, (e.g., in fulfilling all requirements for installation on time) the balance of the purchase price at this date shall be payable and due not later than 30 days after expiration of the scheduled delivery time.
28.8. A MR system produces good clinical results only when all conditions necessary for the implementation of this specialized technology are carefully observed. To guarantee adherence to these conditions, particularly close cooperation is necessary between Purchaser and Siemens Healthineers. Unless stated otherwise, the General Conditions for Installation-Exports, Medical Engineering Group, apply.
1. Site of MR system
1.1 The rooms designated by Purchaser for the installation must conform to minimum requirements, concerning which Siemens Healthineers will advise Purchaser at the beginning of the planning phase, in regard to
-dimensions
- external interference with the homogeneity and stability of the magnetic field in the scan volume

The following external factors can interfere with homo-geneity and stability:
- steel reinforcement in the building
-moving ferromagnetic objects
- equipment using switched DC-currents
- alternating fields with power line frequency
- alternating fields with higher frequency
- transmitter-generated electromagnetic fields

PHILIPS

Philips Healthcare

Dhanvantra Health Care Private Limited
Dr.Radhakrishnan Salai Mylapore Chennai-600004

8/17 III FLR,SUNNY SIDE,SHAFEE MOHD ROAD, Rutland Gate 2ND ST.
600006 CHENNAI

Leslie Sunil
Account Executive

E-mail: leslie.sunil@philips.com

Ref.: ISC041953-1
Customer Nr: 94335564
Date: 07-10-2022

Dear Sir

In line with our discussions, Philips would like to provide this proposal for the requirement of medical equipment at your esteemed center.

Philips believes in being a true partner to its customers by being the technology provider for the entire "**cycle of care**": both at hospital and at home. Innovative solutions based on human insights and clinical expertise developed by Philips across the continuum of care helps clinicians improve patient outcomes, provide better value, and expand access to care.

Philips Healthcare provides the following Range of Medical Equipment:

Diagnostic Imaging Solutions including CT, MRI, X-rays, CV systems, NM and US Patient Monitoring Equipment
Critical Care Equipment
Respiratory Care Solutions

An **End-to-End ecosystem within India**: Research & Development, Manufacturing, Regional Warehouses for Spare parts, Extensive Customer Service Network and Clinical Applications Support adds to the strong foothold that Philips has in India.

Please review this proposal to check that it is in line with your requirement and feel free to have further discussions to customize it further.

Promising you our best services always.
Yours truly

For Philips India Limited.

Leslie Sunil
Account Executive
leslie.sunil@philips.com

Philips Healthcare

Dhanvantra Health Care Private Limited
Dr.Radhakrishnan Salai Mylapore Chennai-600004

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Ref.: ISC041953-1
Customer Nr: 94335564
Date: 07-10-2022

Offer
Philips - MATC Offer

1 PRODUCT OFFERING 2

2 TERMS AND CONDITIONS ..... ERROR! BOOKMARK NOT DEFINED.

1 PRODUCT OFFERING

1.1 Ventilator - Trilogy EV300

Qty	Description
Loose Item	
1	Trilogy EV300, Intl The Trilogy EV300 ventilator provides invasive and noninvasive, positive-pressure ventilation to pediatric through adult patients with a minimum weight of 2.5 kg. It is an electronically controlled, pneumatic ventilation system with an integrated air compressing system. It is compatible with a range of accessories to provide a variety of therapy compatible with a range of accessories to provide a variety of therapy modes.
1	Hose,O2,NIST/NIST,Wht.2.5m Hose,O2,NIST/NIST,Wht.2.5m
1	Obm, O2 Fitting - NIST A-8 Assembly Obm, O2 Fitting - NIST A-8 Assembly
1	Power Cord,Straight C7-End,8-ft,India Power Cord,Straight C7-End,8-ft,India
1	Whisper Swivel II Packaged Reusable Exhalation Port - Whisper Swivel II
1	Trilogy,Oxygen Quick-Connect Insert,2 Pk Quick-connect insert, O2, Trilogy, package of 2
1	Extrnl Flow Sensor w/Cable, Adult/Ped Extrnl Flow Sensor w/Cable, Adult/Ped
1	(10) Dual Limb Active Exhalation Valve (10) Dual Limb Active Exhalation Valve
1	FiO2 Sensor Assembly FiO2 Sensor Assembly
1	(10) Circuit,Disp,22mm,Non-Htd,Dual Li (10) Circuit,Disp,22mm,Non-Htd,Dual Li

1.2 Pagewriter TC20

Qty Description

860332 PageWriter TC20 Cardiograph

PageWriter TC20 Cardiograph

PageWriter TC20 Cardiograph

1 PageWriter TC20 Cardiograph

1 A02 Cardiogrph W/Color Touch
A02 PageWriter TC20 Cardiograph with guided 1-2-3 operation, full keyboard, and color touchscreen display.

1 D03 DXL 12-Lead ECG Algorithm
D03 Provides DXL 12-Lead ECG Algorithm. Includes Critical Values, ST Maps, and STEMI decision support tools. Integrated pediatric analysis.

1 D06 Archive,LastECG,Inter.Quer
D06 Provides internal archive for 200 ECG records. Also includes Previous ECG retrieval and Interactive Query ECG retrieval when used with TraceMaster systems.

1 E04 Welsh Bulbs
E04 Welsh Bulbs

1.3 Philips Basic Monitor- GS20

Qty Description

866456 GS20 patient monitor

GS20 patient monitor

GS20 patient monitor: 10.4 inch TFT Display,8-channel Waveform Display,ECG (3/5 ld),SpO2,NBP,Respiration,2xTemperature,Apnea Alarm function,ECG waveform storage and review,LAN Networking,1 USB port

1 GS20 patient monitor

1 B36 Std. config.
B36 Standard configuration

1 G16 Std adult kit
G16 Standard supplies adult kit- includes ECG 5-lead trunk cable and snap lead set; reusable SpO2 grove sensor; adult NBP cuff and hose.

1 E50 Li-Ion Battery
E50 Li-Ion battery option, 11.1V, 4800mAh

1.4 Philips Basic Monitor- G30E

Qty Description

866480 G30E patient monitor

G30E patient monitor

Philips Goldway G30E Patient Monitor: 10.4" Color TFT Display, 8-channel Waveform Display, 3/5 lead ECG, Philips SpO2, NBP, Respiration, 2*Temperature, Arrhythmia Analysis, Apnea Alarm function, Drug Dose Calculation, ECG waveform storage and review, Networking capability, External display function

1 G30E patient monitor

1 B36 Std. config.
B36 Standard configuration

1 G25 Std adult kit
Standard adult supplies kit- with Philips SpO2 includes Philips SpO2 reusable clip sensor, 3/5 ECG Trunk Cable and 5-Lead Grabber, adult standard NBP cuff and hose

1 E50 Li-Ion Battery
E50 Li-Ion battery option

1 J20 Touch Screen
J20 Touch Screen Option

1.5 DEFIBRILLATOR- DFM 100 BASIC

Qty Description

866199 Efficia DFM100 Defibrillator/Monitor

DFM100 Defibrillator Monitor

Manual defibrillation & synchronized cardioversion modes, 3-lead ECG monitoring , arrhythmia detection & vitals trending, AC power Cord, lithium ion battery, pads cable with test plug, 1-roll of paper , CD with User Documentaton; hard copy of localized Quick Card.

1 Efficia DFM100 Defibrillator/Monitor
1 X00 Hospital Device
X00 Hospital Device
1 C15 3-lead Grabber ECG
C15 Trunk & 3-lead Grabber ECG
1 C01 External Paddles with PCI
C01 External Paddles with PCI

1.6 DEFIBRILLATOR - DFM 100 BASIC AED

Qty	Description	Offer Price Excl. VAT (INR)

866199 Efficia DFM100 Defibrillator/Monitor

DFM100 Defibrillator Monitor

Manual defibrillation & synchronized cardioversion modes, 3-lead ECG monitoring , arrhythmia detection & vitals trending, AC power Cord, lithium ion battery, pads cable with test plug, 1-roll of paper , CD with User Documentaton; hard copy of localized Quick Card.

1 Efficia DFM100 Defibrillator/Monitor
1 X00 Hospital Device
X00 Hospital Device
1 B02 AED Mode
B02 AED Mode
1 C15 3-lead Grabber ECG
C15 Trunk & 3-lead Grabber ECG
1 C01 External Paddles with PCI
C01 External Paddles with PCI

1.7 DEFIBRILLATOR- DFM 100 AED ,PACING

Qty	Description	Offer Price Excl. VAT (INR)

866199 Efficia DFM100 Defibrillator/Monitor

DFM100 Defibrillator Monitor

Manual defibrillation & synchronized cardioversion modes, 3-lead ECG monitoring , arrhythmia detection & vitals trending, AC power Cord, lithium ion battery, pads cable with test plug, 1-roll of paper , CD with User Documentaton; hard copy of localized Quick Card.

1 Efficia DFM100 Defibrillator/Monitor
1 X00 Hospital Device
X00 Hospital Device
1 B01 External Pacing
B01 External Pacing
1 B02 AED Mode
B02 AED Mode
1 C15 3-lead Grabber ECG
C15 Trunk & 3-lead Grabber ECG
1 C01 External Paddles with PCI
C01 External Paddles with PCI

1.8 Holter 24 Hours

Qty	Description	Offer Price Excl. VAT (INR)

860322 DigiTrak XT Holter Recorder

DigiTrak XT Holter Recorder

DigiTrak XT Holter Recorder

1 DigiTrak XT Holter Recorder
1 A01 24 Hour Digital Recorder
A01 24 Hour Digital Recorder
1 DigiTrak XT Patient Cbl-Medium
36" patient cable (standard), for use only with the DigiTrak XT recorder ,

860292 Philips Holter Software

Philips Holter Software

Philips Holter Software w/ Zymed Alg

1 Philips Holter Software
1 A03 1810 Technical/Cardiology
1810 Holter Software CD with Technical & Cardiology Suite, USB scanner license key, docking station. Supports 2 remote sites without a Central license key. General on-site installation and training are included.
1 D01 HL7 Report Export
HL7 Report Export from 1810 Suite or 2010 Plus Systems. Option will provide the export capability for all existing and future remote sites as well as for the Report Viewer software.

PHILIPS

2 PRICING OFFER

	Dhanvantra Health Care Private Limited				
				in Rs	in Rs
	Description	**Qty**	**Model**	**Offer Price**	**Unit Price Inc GST**
S.NO	**Basic Multipara Monitor**				
1	Patient Monitor with 10" Non-Touch Display, ECG, SPO2, NIBP,Temp and Resp	1	GS20	110000	123200
	Basic Multipara Monitor				
2	Patient Monitor with 12" Touch Display, ECG, SPO2, NIBP,Temp and Resp	1	G30E	137300	153776
	ICU -Ventilator				
3	Ventilator with Invasive and Non-Invasive Modes	1	EV300	750000	840000
	ECG				
4	Cardiogrph W/Color Touch ,DXL 12-Lead ECG Algorithm , Provides internal archive for 200 ECG records.	1	TC20	200000	224000
	DEFIBRILLATOR -Basic				
5	Bi-Phasic Defibrillator with AED, Pacing and External Paddles	1	DFM100	317000	355040
	DEFIBRILLATOR-AED				
6	Bi-Phasic Defibrillator with AED	1	DFM100	335910	376219.2
	DEFIBRILLATOR-AED,PACING				
7	Bi-Phasic Defibrillator with AEDPacing	1	DFM100	373260	418051.2
	PHILIPS HOLTER with 24 Hours Recorder				
8	PhilipS HOLTER Solfware with 24 Hours Recorder	1	Digitrak XT	480000	537600

PHILIPS

Terms & Conditions:

- **GST:**
  Please note the above price with GST.
- **Payment Terms:**
  10% Non Refundable Advance and balance 90% before Delivery.
- **Delivery:** 8 - 10 weeks from the date of receipt commercially cleared order along with the Advance.
- **Warranty:** The quoted system is warranted for 12 months for the main equipment and the Accessories are covered under one year warranty from the date of installation.
- **Validity:** 30 days Validity.
- **TCS :** Extra As Applicable

Kindly address your valuable order to the following address:
Philips India Limited
C/o Expeditors International India Pvt. Ltd.,
Survey No. 523/ 3E2, 3F, 3G, 3M, 4A, 4B, 524/1B, 2BM, 3A2,
Door No.116, Devaneri Village Road,
Sholavaram Village, Chennai - 600067
Tamil Nadu, India

MSME NO: UDYAM-HP-11-0000003 **GST No. 07AASFM5549C1Z0**

Quote Ref : MMS/TN/20021038-EQPT

2nd September , 2022

M/s.Dhanvantra Health Care Private Limited
Dr.Radhakrishnan Salai,
Mylapore
Chennai
Tamilnadu - 600 004.

Dear Sir,

We express our sincere thanks for giving an opportunity to present Ottomed Smarteye HD Endoscopy system and ancillaries. In line with the discussion held, we are submitting our offer for the products, along with the terms and conditions.

OFFER FOR OTTOMED SMARTEYE HD ENDOSCOPY SYSTEM

Sn	Model No.	HSN Code	Description	Qty	Unit Price (INR)	Amount (INR)
1	OVP-SEII	9018	OTTOMED Video Processor	1	1800000.00	1800000.00
2	OVG-2H	9018	OTTOMED HD Gastro Video Endoscope	1		
3	OVC-2H(L)	9018	OTTOMED HD Colono Video Endoscope (Long)	1		
4	OLT	9018	OTTOMED Leakage Tester	1		
5	EC-7	8521	Endo Clinic EC 7 Software	1	75000.00	75000.00
6	MONITOR	8528	DELL Monitor	1		
7	TROLLEY	9402	Indian Trolley	1		
			Total Excluding GST			**1875000.00**
			GST @ 12% for Item No. 1 to 4			216000.00
			GST @ 18% for item No. 5 to 7			13500.00
			Total offer price inclusive of GST			**2104500.00**

(Rupees Twenty One Lacs Four Thousand Five Hundred Only)

TERMS &CONDITIONS :

1. **Payment**

a) 100% advance by means of Bank Draft/Cheque in the name of "Mitra Medical Services LLP" payable at Delhi. Payments will not be acceptable by Cheque. No interest will be payable on Advance payment.

b) Bank details for RTGS/NEFT
Indian Overseas Bank, B-226, Okhla Industrial Area-1, New Delhi-110020
Current Account No.: 158602000000019, IFSC Code : IOBA0001586
Branch Code : 1586.

Contd ...2

2. Purchase order

a) Purchase order should be in the name of Mitra Medical Services LLP, B-226, Okhla Industrial Area-1, New Delhi-110020.

b) Purchase order must have a reference to the latest, valid and final quotation/proforma invoice from "MitraMedical Services LLP". All commitments of any nature, whatsoever e.g. pricing agreement on consumables, Tenure of pricing agreement, warranty, post warranty along with AMC rates. Free supplies etc. made during the process of sales must be documented in the order. Mitra Medical Services LLP reserves the right to reject any of all claims(s) by the purchaser in future if such commitments are not a part of the original purchase order.

3. Order Cancellation

In case of cancellation of order for supply of goods, an administrative cost of Rs. 50,000/- plus applicable GST shall be applicable and same shall be deducted out of advance paid.

4. Warranty

The Equipment will have warranty for One Year from the date of Invoice/Installation against manufacturing defects only. Please note that warranty is not applicable for mis-handling, plastic parts, glass parts/items like lenses, PVC, disposable parts like-Biopsy valves, suction button, A/W button, normal wear and tear, damage due to power fluctuations, any accidental damages for all parts including, image sensors, illumination LEDs, electronicscomponents, accessories etc.

5. Expiry of Consumables

Certain products or part of the products(s) shall have limited shelf life and expiry date is explicitly specified on such products(s). "Mitra Medical Services LLP" shall not be under any obligation whatsoever to replace the products that are rendered expired at Purchaser place after delivery due to any reason whatsoever.

6. Delivery

Within 4-6 weeks from the date of Technically& Commercially acceptable & Executable order.

7. Installation/Commissioning

Installation & Commissioning will be at site within India and is inclusive in the price.

8. Taxes

Applicable GST on the full price and incidental cost forming part of price as applicable and any new or Revised taxes levied by Govt. of India or State Govt. by way of Ordinance/Notification effective on until the Date of Billing /Invoice shall be extra & would be to Purchaser's account. Hence, Taxes applicable on the date of invoice shall be billed and binding on Purchaser irrespective of if same being higher or lower or no taxes were quoted in the proposal,negotiation or in the Purchase Order for supply of goods or services order state.

Contd.....3

9. Jurisdiction

Any unresolved dispute arising shall be finally settled through Mutual discussion. The Venue for all shall be "NCT" of Delhi" only. All Notices must be in Writing and shall be deemed served, if communicated under Registered A/D mail (within 7 working days) or Facsimile (within 2 working days).

10 Service Centre

We have well equipped Service Center and Services shall be provided at Chennai/Delhi Service Centers.

11. Validity of offer

This offer is valid up to 1st October 2022

In case of any further clarification please do not hesitate to contact us. We look forward to receiving your valued order.

Assuring you of our best attention and services.

Thanking you,

Yours faithfully,
for **Mitra Medical Services LLP**

(**Authorized Signatory**)

For any further assistance, please contact

Mr. Maheswaran S
Zonal Sales Manager
Mitra Medical Services LLP.
2A, J.P.Tower, 7/2, Nungambakkam High Road
Nungambakkam,
Chennai – 600 034.
+91-9840011527, maheswaran.s@mipl.in

MSME NO: UDYAM-HP-11-0000003 **GST No. 07AASFM5549C1Z0**

Quote Ref : MMS/TN/20021039-EQPT 2nd September , 2022

M/s.Dhanvantra Health Care Private Limited
Dr.Radhakrishnan Salai,
Mylapore
Chennai
Tamilnadu - 600 004.

Dear Sir,

We express our sincere thanks for giving an opportunity to present Ottomed Insight Endoscopy system and ancillaries. In line with the discussion held, we are submitting our revised offer for the products, along with the terms and conditions.

OFFER FOR OTTOMED INSIGHT ENDOSCOPY SYSTEM.

Sn	Model No.	HSN Code	Description	Qty	Unit Price (INR)	Amount (INR)
1	OVP-IN+	9018	OTTOMED Insight Video Processor	1	1000000.00	1000000.00
2	OVB-IN+	9018	OTTOMED Insight Broncho Video Endoscope	1		
3	OLT	9018	OTTOMED Leakage Tester	1		
4	EC-7	8521	Endo Clinic EC 7 Software	1	75000.00	75000.00
5	MONITOR	8528	Dell Monitor	1		
6	TROLLEY	9402	Indian Trolley	1		
			Total Excluding GST			**1075000.00**
			GST @ 12% for Item No. 1 to 3			120000.00
			GST @ 18% for item No. 4 to 6			13500.00
			Total offer price inclusive of GST			**1208500.00**

(Rupees Twelve Lacs Eight Thousand Five Hundred Only)

TERMS &CONDITIONS :

1. **Payment**

a) 100% advance by means of Bank Draft/Cheque in the name of "Mitra Medical Services LLP" payable at Delhi. Payments will not be acceptable by Cheque.No interest will be payable on Advance payment.

b) Bank details for RTGS/NEFT
Indian Overseas Bank, B-226, Okhla Industrial Area-1, New Delhi-110020
Current Account No.: 158602000000019, IFSC Code : IOBA0001586
Branch Code : 1586.

Contd ...2

2. Purchase order

a) Purchase order should be in the name of Mitra Medical Services LLP, B-226, Okhla Industrial Area-1, New Delhi-110020.

b) Purchase order must have a reference to the latest, valid and final quotation/proforma invoice from "Mitra Medical Services LLP". All commitments of any nature, whatsoever e.g. pricing agreement on consumables, Tenure of pricing agreement, warranty, post warranty along with AMC rates. Free supplies etc. made during the process of sales must be documented in the order. Mitra Medical Services LLP reserves the right to reject any of all claims(s) by the purchaser in future if such commitments are not a part of the original purchase order.

3. Order Cancellation

In case of cancellation of order for supply of goods, an administrative cost of Rs. 50,000/- plus applicable GST shall be applicable and same shall be deducted out of advance paid.

4. Warranty

The Equipment will have warranty for One Year from the date of Invoice/Installation against manufacturing defects only. Please note that warranty is not applicable for mis-handling, plastic parts, glass parts/items like lenses, PVC, disposable parts like-Biopsy valves, suction button, A/W button, normal wear and tear, damage due to power fluctuations, any accidental damages for all parts including, image sensors, illumination LEDs, electronicscomponents, accessories etc.

5. Expiry of Consumables

Certain products or part of the products(s) shall have limited shelf life and expiry date is explicitly specified on such products(s). "Mitra Medical Services LLP" shall not be under any obligation whatsoever to replace the products that are rendered expired at Purchaser place after delivery due to any reason whatsoever.

6. Delivery

Within 4-6 weeks from the date of Technically& Commercially acceptable & Executable order.

7. Installation/Commissioning

Installation & Commissioning will be at site within India and is inclusive in the price.

8. Taxes

Applicable GST on the full price and incidental cost forming part of price as applicable and any new or Revised taxes levied by Govt. of India or State Govt. by way of Ordinance/Notification effective on until the Date of Billing /Invoice shall be extra & would be to Purchaser's account. Hence, Taxes applicable on the date of invoice shall be billed and binding on Purchaser irrespective of if same being higher or lower or no taxes were quoted in the proposal,negotiation or in the Purchase Order for supply of goods or services order state.

Contd.....3

9. Jurisdiction

Any unresolved dispute arising shall be finally settled through Mutual discussion. The Venue for all shall be "NCT" of Delhi" only. All Notices must be in Writing and shall be deemed served, if communicated under Registered A/D mail (within 7 working days) or Facsimile (within 2 working days).

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We have well equipped Service Center and Services shall be provided at Chennai/Delhi Service Centers.

11. Validity of offer

This offer is valid up to 1st October 2022.

In case of any further clarification please do not hesitate to contact us. We look forward to receiving your valued order.

Assuring you of our best attention and services.

Thanking you,

Yours faithfully,
for **Mitra Medical Services LLP**

(**Authorized Signatory**)

For any further assistance, please contact

Mr. Maheswaran S
Zonal Sales Manager
Mitra Medical Services LLP.
2A, J.P.Tower, 7/2, Nungambakkam High Road
Nungambakkam,
Chennai – 600 034.
+91-9840011527, maheswaran.s@mipl.in

SIEMENS Healthineers

Dual Head SPECT (Gamma Camera)

Dhanvantra Health Care (P) Ltd

SIEMENS Healthineers

Dhanvantra Health Care (P) Ltd
Dr Radhakrishnan Salai
Mylapore, Chennai- 600 004
Tamil Nadu
IN

Name	Chackochan PT
Mobile	+91 8148772120
E-Mail	chackochan.pt@siemens-healthineers.com
Date	26-08-2022

Preliminary Proposal

Dear Sir/Madam,

Greetings from Siemens Healthcare!
Thank you very much for showing your interest in our Healthcare Solutions. We would be happy to be part of your business success path. In continuation to our discussion, please find enclosed proposal based on your requirement. The offered solution is effective from the date of this proposal to the validity mentioned terms & conditions, unless agreed otherwise in writing.
We trust that the proposal meets your requirements. Should you require any further assistance, please do not hesitate to contact us.

Looking forward to receive your valuable order soon!

Yours Sincerely
Siemens Healthcare Pvt. Ltd.

Chackochan PT

Digitally signed by Chackochan PT
DN: cn=Chackochan PT, c=IN, email=chackochan.pt@siemens-healthineers.com

Notice: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our HelpDesk "Tell us" at www.siemens.com/tell-us

Siemens Healthcare Private Limited

WE CAN BE REACHED 24X7 on CUSTOMER CARE CENTER TOLL FREE NO. 1800 419 7477.

Unit No. 9A, 9th Floor, North Tower, Godrej One,
Pirojshanagar, Eastern Express Highway,
Vikhroli East, Mumbai – 400 079 India
Tel.: +91 (22) 3370 0600

Registered Office: Unit No. 9A, 9th Floor, North Tower, Godrej One, Pirojshanagar, Eastern Express Highway, Vikhroli East, Mumbai – 400 079, India.
Corporate Identity number: U74999MH2015PTC264859;
Tel.: +91 (22) 3370 0600; Fax +91 (22) 3370 0604; Toll free: 1800 209 1800
Email: hc_contact.india@siemens.com; Website: www.siemens.co.in/healthcare
Sales office: Ahmedabad, Bangalore, Bhopal, Chandigarh, Chennai, Coimbatore, Gurgaon, Hyderabad, Jaipur, Kochi, Kolkata, Lucknow, Mumbai, Nagpur, Patna, Pune.

SIEMENS Healthineers

Shaping the future of healthcare

At Siemens Healthineers, our purpose is to enable healthcare providers to increase value by empowering them on their journey towards expanding precision medicine, transforming care delivery, and improving patient experience, all enabled by digitalizing healthcare.

An estimated 5 million patients globally benefit every day from our innovative technologies and services in the areas of diagnostic and therapeutic imaging, laboratory diagnostics and molecular medicine, as well as digital health and enterprise services.

We are a leading medical technology company with over 170 years of experience and 18,000 patents globally. Through the dedication of more than 48,000 colleagues in over 70 countries, we will continue to innovate and shape the future of healthcare.

SIEMENS Healthineers

Relevant Items

Item Nr	Part Nr.	Item Description	Qty
		Symbia Evo Excel	
1	14421682	Symbia Evo Excel	1
2	14421231	Low Profile 3/8" Detectors	2
3	14421233	Standard Detector Support	1
4	07835445	High Energy Collimator	2
5	07835494	Low Energy High Res Collimator	2
6	14421700	Collimator Cart	1
7	14415734	External ECG w/Strip Chart - AHA	1
8	14415045	Monitor: 19 inch LCD	1
9	09713710	Rectangular Fillable Flood Source	1
10	05245274	Computer Workstation Table	1
11	14415195	4 Quadrant Phantom	1
12	14421634	Under Floor PHS Cable Evo Excel	1
13	07830909	Remote Diagnostic Services	1
		Symbia.net	
14	14414937	Symbia.net	1
15	14421330	Cardiology Engine 4DM	1
16	14421337	Organ Processing	1
17	14415045	Monitor: 19 inch LCD	1
		AIRC / teamplay	
18	14439863	teamplay platform user registration	1
		Total for "Symbia Evo Excel"	.

SIEMENS Healthineers

Relevant Items

Item Nr	Part Nr.	Item Description	Qty
		IN-Local Bought Outs	
1	IN_20000201	UPS 5 kVA 15 min	1
2	IN999999	Colour Laser Printer	1
3	IN999999	Dose Calibrator for SPECT	1
4	IN999999	L–Bench Shield	1
5	IN999999	Lead Lined Waste Bin	1
6	IN999999	Interlocking Lead Bricks (100mm x 100mm x 50mm)	64
7	IN999999	Syringe Shields - 2 cc & 5 cc	1
8	IN999999	Shielded Syringe Carrier	1
9	IN999999	Tongs, Capper/ Decapper	1
10	IN999999	Personal Radiation Monitor	1
11	IN999999	Contamination & Radiation Survey Meter	1
12	IN999999	Decontamination kit	1

.

Proposal Summary

Total Price (Net) – for Symbia Evo Excel(Gamma Camera) .

Total Price (Net) – for IN-Local Bought Outs

Total Proposal Price: (Options/Alternatives excluded) Rs:**40,000,000.00 (INR Four Crore Only)**

Terms and Conditions

1. Validity of Offer and Price

Siemens Healthineers' offer is valid for acceptance for a period of thirty (30) days from the date of the offer and thereafter subject to Siemens Healthineers' confirmation. Such offer would be considered as accepted and a contract is concluded when Purchaser accepts Siemens Healthineers' offer without any conditions. Insofar as acceptance is subject to conditions of Purchaser, effective contract conclusion shall require a written order confirmation from Siemens Healthineers.

Price offered is valid during period of offer validity and the period of Contract concluded as above. In case of delay in performance or non-performance of Contract for ninety (90) days or more due to reasons not attributable to Siemens Healthineers, the Contract Price is subject to revision with mutual agreement, once again and to be documented in writing in terms of fresh price and delivery confirmation.

2. Scope

Scope of supply and other terms and conditions of supply shall be strictly governed by this Siemens Healthineers' offer and Siemens Healthineers' acknowledgment of Purchaser's order. Purchaser shall be deemed to have understood and accepted the conditions contained herein.

For ease of movement as well as for safety purpose, Siemens Healthineers MR units are packed within metal container along with the pallet. On arrival of this consignment at Purchaser's end, MR unit shall be unloaded from the container. Subsequently, these pallet/containers shall be handed over by Purchaser to Siemens Healthcare Private Limited (Siemens Healthineers), as same has to be re-exported back to Germany.

PLEASE NOTE THAT THE PNDT CERTIFICATE AND AFFIDAVIT ARE STATUTORY REQUIREMENTS FOR ALL ULTRASOUND MACHINE (US), IMAGING MACHINE OR SCANNER OR ANY OTHER EQUIPMENT CAPABLE OF DETECTING SEX OF FOETUS IN INDIA INCLUDING AND NOT LIMITED TO ULTRASOUND, MRI, CT, PET CTS, X-RAY ETC. AS PER APPLICABLE CENTRAL AND STATE PNDT NOTIFICATONS.

Purchaser shall abide by the pre-conception & pre-natal Diagnostic Techniques. (Prohibition of sex selection) Act 1994. Purchaser and the sales agent/distributor (Business Partner) shall be fully responsible to follow the guidelines that are laid out by PNDT authorities from time to time. Siemens Healthineers and its authorized Business Partner shall not deliver any ultrasound equipment/Imaging equipments covered under PNDT to Purchaser without a copy of a PNDT certificate for the specific premises and a copy of the affidavit as required by the PNDT authorities. All deliveries of ultrasound equipment/Imaging equipments covered under PNDT will have to be strictly done to the premises for which the PNDT certificate is valid. This applies to the delivery of equipment that is done for the purpose of demonstration also.

3. Prices

Prices quoted are at Siemens Healthineers discretion on basis of INCOTERM as proposed along with the offer in accordance with INCOTERM 2020. Prices of imported items are based on the exchange rate applicable on the date of offer. Price of imported equipment is subject to price adjustment due to changes in project timeline for any reason not attributable to supplier including but not limited to foreign exchange fluctuation. Base exchange rate (TT Selling) as notified by RBI on Order date is the base date for applicable exchange rate for the contracted supplies. In the event of delay in contractual delivery for more than 120 days of the Order date, due to the reasons not attributable to Siemens Healthineers, such as unavailability of Site for commissioning of said equipment, financial clearance due to Bank DO/LC, regulatory clearances etc. contract price will be accordingly adjusted to the extent of increase based on the Exchange rate on date of delivery. Price determined on the above basis would be the contract price. Prices do not include unloading charges at the site and demurrage charges, if any.

4. Taxes and Levies

Prices quoted for supplies of all goods and / or services offered are exclusive of applicable Goods and Services Tax ('GST'). Applicable GST would be determined based on classification and characterization of the supplies under the GST law which would in-turn depends upon the Harmonized System of Nomenclature ('HSN') and/or Service Accounting Codes of the respective supplies of goods and / or services effected under the contract. This could undergo a change if the characterization and scope of supply as agreed finally is different from the one which is being offered currently.Depending upon the place of supply and billing location, either an Integrated GST or "Central GST plus respective State GST" be charged on value of the supplies of goods and / or services.

Purchaser agrees to pay or reimburse to Siemens Healthineers applicable GST as may be levied and any other taxes, duties, cess or imposts, as applicable at time of delivery.

Wherever applicable, Purchaser will furnish its Road permits /e-way bills in the prescribed forms under the provisions of State specific Goods and Services Tax Act for enabling smooth entry of goods into the State where delivery is to be affected. Until specific e-way bills are prescribed under State specific State GST Acts, the road permits as prescribed under the respective State VAT laws would continue to operate.
In case of change in rates of any taxes, duties, levies or if new taxes, duties or levies are initiated by the Central/ State Government local bodies, including enactment of any legislation by the Union/State, then same will be to the account of Purchaser and shall be reimbursed by Purchaser. Change in judicial interpretation and / or any clarification or amendment made by the relevant authorities shall be construed to be a change in the rate of taxes, duties, levies and / or imposition of new tax, duty or levy.
Tax Collection at Source (TCS) is applicable on sale of goods @ 0.1% subject to certain conditions. Further, TCS is not applicable where tax has been deducted u/s. 194Q by the Purchaser. In case the Purchaser fails to furnish PAN, the rate of TCS shall be 1%. In case where the Purchaser has not filed the income-tax returns for last 2 years preceding the relevant financial year; and if TDS / TCS is Rs. 50,000 or more in each of the 2 preceding years, the rate of TCS shall be 5%. TCS is not applicable where the Purchaser is Central Government, State Government, Embassy, High Commission, legation, commission, consulate and trade representation of a foreign state or local authority. Purchaser agrees to pay to the Supplier, TCS as may be applicable at the time of sale of goods. The prices quoted for supply of all goods are exclusive of the applicable TCS.
TDS under section 194Q (w.e.f 1st July, 2021), if applicable, is to be levied at 0.1% by the buyer. Kindly note that Siemens Healthcare Private Limited ('SHPL') holds a valid PAN viz. AAVCS8021P and has filed its tax returns for the preceding two financial years. Accordingly, the higher rate of TDS prescribed under section 206AB or 206AA will not be applicable to payments made to SHPL.

5. Delivery

Unless otherwise specified, Siemens Healthineers shall deliver the equipment ordered within three (3) months from the date of receipt from Purchaser of technically and commercially clear order along with dispatch instructions/agreed advance amount/Letter of Credit, copy of Procurement Certificate (from AERB) wherever applicable & permissions from any concerned authority etc., clear site with power whichever is later. Contractual deadlines may change due to delays and/or disruptions in supply chain, manufacturing, or execution as a result of the Covid-19 Virus spread.
In case dispatch of equipment is delayed due to non-availability of any suitable mode of dispatch the date on which Siemens Healthineers informs Purchaser its readiness to dispatch the equipment shall be deemed to be the date of delivery.

In case equipment is to be inspected before dispatch, the date on which Siemens Healthineers notifies Purchaser its readiness for inspection shall be deemed to be the date of delivery.

Delivery shall be affected basis of INCOTERM as proposed along with the offer. Price quoted by Siemens Healthineers includes freight charges for dispatch of equipment through any suitable mode of dispatch. The risk of destruction, loss or damage of the products shall be transferred to Purchaser in accordance with the agreed INCOTERM 2020. Upon Purchaser making the complete payment to Siemens Healthineers title to the offered equipment shall pass to Purchaser. Upon delivery of the equipment at Purchaser's facility the equipment shall be deemed accepted by Purchaser. Purchaser shall be responsible to properly maintain the equipment against loss, damage or unauthorized use of the equipment. Purchaser may not unreasonably delay or impede delivery and acceptance of the equipment. Siemens Healthineers shall, in good faith, make every effort to deliver the equipment within the agreed delivery period. Siemens Healthineers shall, however, not be liable for delay in transportation or delivery for any reason whatsoever and claims for direct and/ or indirect damages due to late delivery/ non-delivery or for any other reason whatsoever, will not be accepted by Siemens Healthineers. Purchaser must provide necessary statutory forms/declarations for custom clearance, licenses, road permits, release order, Purchaser Registration Certificate like PNDT/AERB for Ultrasound or for Imaging equipments etc., where applicable to facilitate timely delivery of the supplies. Timely delivery is conditional upon the timely receipt of all documents to be furnished by Purchaser, necessary licenses and releases, timely clarification and approval of plans, and the observance of the agreed terms of payment and other obligations of Purchaser. If these conditions are not fulfilled on time, or if Purchaser does not meet its obligation to cooperate, a reasonable extension shall be granted. Purchaser agrees expressly to indemnify Siemens Healthineers for all costs related to warehousing, logistics, demurrage, helium boil off or the likes in case delay is attributable to the Purchaser. If delivery is delayed for reasons attributable to the Purchaser, delivery deadline shall be deemed met if notice that supplies are ready for shipment has been given within the agreed delivery period.
If Siemens Healthineers is solely responsible for a delay in delivery, Purchaser who can prove that it suffered a loss from such delay may claim liquidated damages at rate of 0.5% for every completed week of delay but in no event shall the aggregate of such compensation exceed a total of 5% of the price of the delayed supplies. Siemens Healthineers reserves the right to make partial deliveries and issue invoices accordingly, provided that the partial delivery can be used by Purchaser stand-alone without the outstanding deliveries. In case contractual delivery date is extended due to Purchaser's default, Siemens Healthineers reserves the right to charge 0.5% per week subject to maximum of 5% of price of the delayed supplies in addition to other charges Siemens Healthineers incurs on account of extension.

6. Insurance

Prices quoted are inclusive of transit insurance charges. Transit insurance cover shall be valid up to fourteen (14) days from the date of arrival of the consignment at the destination. Siemens Healthineers shall not be responsible for any damage to the equipment after the lapse of the transit insurance cover. In case Purchaser requires insurance to be extended beyond the period indicated above, Purchaser shall arrange for the same at its own cost. Purchaser shall inform Siemens Healthineers in writing of any loss and/or damage to consignment within the above stated period. If consignment is outwardly damaged, Purchaser shall take open delivery, obtain carriers certificates showing extent of loss/damage, lodge a formal claim (by Registered A.D. mail or hand delivery, in which case, carrier's acknowledgment of claim lodged shall be obtained) with carrier and notify Siemens Healthineers in writing at the earliest within 14 days of delivery.

In case of non-delivery within thirty (30) days from date of dispatch Purchaser shall lodge a formal claim (by Registered A.D. mail or hand delivery, in which case, carrier's acknowledgment of claim lodged shall be obtained) with carrier and notify Siemens Healthineers in writing. Non-observance of any of these conditions by Purchaser shall absolve Siemens Healthineers from all liabilities.

7. Payment

PURCHASER SHALL MAKE PAYMENTS AS FOLLOWS, UNLESS OTHERWISE SPECIALLY AGREED IN WRITING. 30% ADVANCE ALONG WITH THE ORDER AND THE BALANCE 70% TOGETHER WITH THE TAXES, DUTIES AND OTHER STATUTORY LEVIES PAYABLE AGAINST THE PRESENTATION OF DISPATCH DOCUMENTS. PURCHASER WILL ALSO PROVIDE THE FULL ADDRESS OF ITS BANKERS IN ITS ORDER. Purchaser hereby agrees that balance payment of 70% to Siemens Healthineers is secured by issuing a Letter of Credit/Bank guarantee/Banker letters within 2 weeks of purchase order.

If for any reason payment is delayed beyond the stipulated date of payment, interest @ 2% p.m. will be charged on the amount overdue for the delayed period. If for any reason payment is not forthcoming within the agreed time, Siemens Healthineers, on its own discretion, can call back the consignment, and adjust the costs incurred in the said transaction from the advance paid. If any amount is overdue after installation, commissioning and handover Siemens Healthineers reserves right, at its sole discretion, to reduce/foreclose the extended warranty, if any provided to Purchaser pursuant to this offer, on pro-rata basis.

8. Installation / Assembly - Demonstration, Relocation

Purchaser shall provide a suitable site, carry out preliminaries connected with installation, civil and structural alterations required for installing the equipment, at its own cost. Purchaser shall also provide proper power supply (as per Siemens Healthineers' specification) to enable to Siemens Healthineers to install the equipment. Purchaser shall comply with requirement of Atomic Energy Regulatory Board (AERB) Guidelines for setting up of new Diagnostic X-ray/Imaging equipment Installation. Siemens Healthineers shall carry out installation of equipment at the site as specified by Purchaser.

Siemens Healthineers shall carry out installation of the equipment and shall not be responsible for any preliminaries, site alterations, etc. Purchaser shall provide proper site conditions that means and includes suitable site, proper uninterrupted power supply as per Siemens Healthineers' specifications, all required permissions, registrations and licenses related to use of the equipment duly completed, preliminaries connected with installation, civil and structural alterations required for installing the equipment, on its own cost at the site for installation. Purchaser.

If Purchaser, irrespective of any reason, fails to provide proper site conditions on date when the equipment is delivered (or any other specified date) or there is any other impediment due to which installation work cannot be started or is obstructed, Purchaser shall be solely and completely responsible for storage & safety of the equipment at the site. If the equipment or its any part is found later to be in a damaged condition, Purchaser shall be liable for the same. This liability is also extended to any failure or defect or damage to the part(s) of the equipment resulting due to prolong storage of the equipment in the containers (or otherwise being kept at the site in improper conditions) without being timely installed and put to their effective use. For avoidance of doubt, it is to be specifically mentioned that for repairs or replacement of such damaged/defective part(s) of the equipment, Purchaser shall pay extra at Siemens Healthineers standard price, as it will not be covered under Warranty as per Clause 10.

Purchaser shall not transport/shift any equipment or part thereof without express consent of Siemens Healthineers. All costs, charges and expenses in respect of moving the equipment and any part thereof including costs, charges and expenses for dismantling, reinstallation, testing and commissioning as well as for all spare parts damaged/failed during transit etc., shall be payable by Purchaser, extra in addition to the existing Agreement charges. The Agreement charges during the period of dismantling/movement/reinstallation of the equipment shall continue to be paid by Purchaser. Siemens Healthineers will be entitled to revise its charges to include additional cost of fulfilling the terms of this Agreement due to change in location of the equipment.

In event of installation of equipment at third party site and operation of the equipment by such third party, Siemens Healthineers shall install the equipment at third party site and provide Services only upon receipt of service instruction from the owner of the equipment, i.e., Purchaser herein. Third Party shall communicate to Purchaser any request for provision of the Services and Purchaser shall log in all service calls. Purchaser shall, upon Siemens Healthineers discretion, arrange for

third party's confirmation. Supply of the Equipment and services to third party will be commenced only after receipt of confirmation from third party and receipt of all sale consideration under this Agreement from Purchaser.

9. Operational requirements

Purchaser shall maintain the environmental conditions recommended by Siemens Healthineers so as to ensure that the equipment does not suffer damage due to humidity, dust, pests, severe temperature, etc. Purchaser shall ensure that the equipment is operated, as per the operating instructions and Siemens Healthineers' recommendations. Purchaser shall also ensure that competent, trained and skilled personnel operate the equipment. Siemens Healthineers shall not be responsible for any loss, damage or injuries caused due to Purchaser's non-fulfillment of Operational requirements.

10. Warranty

Subject to clause 9 above (Operational requirements) equipment offered is covered by warranty under proper use for faulty material or workmanship for fifteen (15) months from date of dispatch or twelve (12) months from date of installation, whichever is earlier.
In case of third-party OEM equipment supplied along with equipment, Siemens Healthineers responsibility during warranty period is to repair third party OEM as per terms and conditions set out by the third-party OEM. If repair is not possible or otherwise non-functioning is solely due to manufacturing defect and for reasons not attributable to Purchaser, third party OEM equipment will be replaced.
Purchaser shall inform Siemens Healthineers in writing of any defect in equipment noticed during Warranty period. On receipt of Purchaser's written notice, Siemens Healthineers shall rectify the faults. The option to repair or replace any parts shall solely rest with Siemens Healthineers. Purchaser shall not return the equipment or any part thereof to Siemens Healthineers before receiving Siemens Healthineers' confirmation to that effect.
Siemens Healthineers shall not be responsible for any defect or damage caused due to any alterations, addition, or repair carried out to the equipment by any person not authorized by Siemens Healthineers to carry out such alterations, addition or repair.

Siemens Healthineers shall not be responsible for any defect or damage caused to the equipment, directly or indirectly, due to mishandling, misconduct or negligence on the part of Purchaser or its employees, failure to operate the equipment as recommended by Siemens Healthineers, failure to maintain the environmental conditions recommended by Siemens Healthineers. Items not manufactured by Siemens will not be covered under the scope of this Warranty, unless otherwise specifically mentioned. Parts which deteriorate due towear and tear, consumables or any such parts not specifically covered under this Warranty shall be outside the scope of this Warranty.

The Warranty, however, does not extend to the following:
For Ultrasound systems - Probes and consumables.

For Ventilators/Anesthesia Systems - Flow transducer, pressure transducer, temperature probe, heater wires, O2 cells, patient tubes, batteries & other consumables.
For Monitoring systems- Pressure transducers, temperature probes, any other transducers.
For X-Ray machines - Vacuumatic items like valves, x-ray tubes, image intensifier tubes, integrated circuits, H.T. cables, and accessories.
For Computed Tomography - Patient positioning accessories, filters and such other consumables.
Purchaser shall be entitled for the following pro-rata credit on CT tubes for Spiral CT Scanners
100% up to maximum of six months from the date of dispatch or 40000 Scan seconds
70% up to maximum of nine months from the date of dispatch or 80000 Scan seconds
40% up to maximum of twelve months from the date of dispatch or 130000 Scan seconds
Whichever is earlier for all above conditions.

For Cathlabs
Purchaser shall be entitled for the following pro-rata credit on MEGALIX-CM Tubes - 100% up to maximum of six (6) months from the date of dispatch or 40000 Load Units 70% up to maximum of nine (9) months from the date of dispatch or 60000 Load Units 40% up to maximum of twelve (12) months from the date of dispatch or 80000 Load units whichever is earlier for all above conditions.
Purchaser shall be entitled for the following pro-rata credit on Megalix-Cat Tubes -100% up to maximum of twelve (12) months from the date of installation.
Service support: Unless otherwise agreed specifically in writing in the offer, Siemens Healthineers shall provide service support (including availability of spare parts) as following:
1.New Equipment – For a period of either 10 years from date of dispatch of equipment from the factory or till the date of end of support (EoS) as announced by Siemens Healthineers whichever is later. Siemens Healthineers shall notify 6 months in advance of upcoming EoS enabling Purchaser sufficient planning time for replacement/storage of spare parts.

2. Ecoline Brand equipment - For a period of 5-7 years from date of dispatch of equipment unless otherwise specified in offer
3. 3rd party products like injectors, UPS, Osirix, monitors, workstation shall be supported for 5 years from the date of dispatch of equipment from factory or end of support declared by the original equipment manufacturer, whichever is earlier.
4. Syngo Workstation and associated IT hardware will be supported for 5 years from the date of dispatch of equipment from factory or till end of support declared by the original equipment manufacturer, whichever is earlier.

Updates & Upgrades: Any option or upgrades that provide new features or capabilities or that require hardware changes and purchased by Purchaser, after installation and commissioning of the system will not be covered under any existing warranty or existing maintenance service contract. Maintenance services pricing and terms of service will be offered separately along with price of the Option/Upgrades as and when such Option/Upgrades is available for supply. In addition, some upgrades may require applications training performed by Siemens Healthineers' personnel that will be offered at Siemens Healthineers' rates and terms then in effect. Siemens Healthineers retains the sole right to determine whether an upgrade requires such training.

MRI Damages due to ferromagnetic, etc.

Any damage caused to equipment or the magnet including but not limited to impact of ferromagnetic objects like cylinder, wheelchair, patient trolley etc. will not be covered under Warranty/Extended warranty/Maintenance contract obligations, such incidences could also cause permanent damage to magnet beyond repairs. This damage may result into either immediate performance degradation/magnet quench or generate initiation condition which may result in subsequent performance deterioration of the equipment (magnet quench). All costs on account of such incidents will be borne by Purchaser. Magnet quenches due to Purchaser operated ERDU (Emergency Run Down Unit) will not be covered under Warranty/Extended warranty/ Maintenance obligations.

11. Terms for Services

Siemens Healthineers may provide service support through Smart Remote Services Connection (SRS). Such service support shall be subject to SRS terms and conditions as per Annexure 1 to this offer.

After expiry of the Warranty period, Purchaser has a choice to opt for Comprehensive Maintenance Contract (CMC) or Annual Maintenance Contract (AMC) . In case Purchaser opts for Labor AMC or does not take any contract, a switch to CMC at a later date would not be possible at the contractual Comprehensive contract (Performance TOP/TOP+) rates. However, should the Purchaser desire a switch to CMC, the rates will be worked out after evaluation of the unit and communicated at the point of such requirement.Exchanged parts which are removed from the equipment pursuant services provided during Warranty period or under the CMC or AMC contract as specified above, it shall become the property of Siemens Healthineers unless such exchange parts constitute "hazardous wastes", "hazardous substances", "special wastes" or other similar materials, as such terms are defined by any federal, state or local laws, rules or regulations, in which case, at the option of Siemens Healthineers, the exchange parts shall remain the property of Purchaser and shall be disposed of by Purchaser in strict compliance with all applicable laws, rules and regulations.

12. Reservation Clause

SIEMENS HEALTHINEERS shall not be obligated to fulfill this agreement if such fulfill-ment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

13. Intellectual Property rights

Purchaser shall only have right to use the software, technical know-how, operating instructions, product brochures/data sheet and any other proprietary information supplied along with the equipment or used in servicing the equipment supplied. Ownership of such items shall clearly vest and remain with Siemens Healthineers and/or its affiliates as applicable. Purchaser shall not violate, breach or infringe the rights of Siemens Healthineers in any manner whatsoever or shall not allow any third party to infringe or breach such rights or unauthorized access or break into the software.

Nothing in this Agreement shall in any way grant to Purchaser any right to or license in any diagnostic service software utilized by Siemens Healthineers in servicing the Equipment. Such service software is and shall remain sole and exclusive property of Siemens Healthineers or its affiliates, as applicable, and is available to Purchaser pursuant to the terms and conditions of a separate diagnostic materials license agreement, which may require payment of a license fee.

14. Suspension/Termination/Cancellation

14.1 Purchaser may cancel the order by giving prior written notice of thirty (30) days to Siemens Healthineers. In such an event Purchaser shall be liable to pay to Siemens Healthineers a minimum of 10% of the contract value towards cancellation charges. If Purchaser cancels the order after the equipment has been manufactured or dispatched by Siemens Healthineers, Purchaser, in addition to the cancellation charges, shall be liable to pay to Siemens Healthineers all other costs such as manufacturing cost, freight charges, demurrage, re-diversion costs, sales tax on re-sale of the equipment which has been specifically imported by Siemens Healthineers to fulfill Purchaser's condition, interest charges & any other costs incurred by Siemens Healthineers. Siemens Healthineers shall, without prejudice to any other rights, have the right to adjust the advance paid by Purchaser towards the supply contract or any other amounts belonging to Purchaser lying with Siemens Healthineers for any reason whatsoever. Purchaser shall pay the differential amount in case the advance amount lying with Siemens Healthineers is not sufficient to cover the charges as above. The Parties agree that the cancellation fee as specified above is a genuine pre-estimate of the loss Siemens Healthineers will suffer in case Purchaser cancels the order and is reasonable compensation not in form of penalty.

14.2 Siemens Healthineers reserves right to terminate the contract with advance notice of seven (7) days arising out of this offer in the event

i) Purchaser does not make the payments/delays the payment as per the terms of the Offer.

ii) The " Force Majeure" conditions extends beyond ninety (90) days and the parties cannot come to a mutual agreement for fulfilling their respective obligations under supply contract.

iii) Purchaser neglects or refuses to carry out its obligations under the contract, arising out of this offer or commits any other material breach of the terms of the offer and does not rectify the breach within 7 days of receipt of notice of default or breach.

Siemens Healthineers reserves the right to suspend the contract during the notice period of seven (7) days mentioned above

15. Consequences of Termination

Upon termination of this Agreement under clause 14.2(i) and (iii)

(i) Siemens Healthineers will have right to forfeit the advance payment.

(ii) Purchaser must return the Instrument to Siemens Healthineers within seven (7) days on termination of the Agreement.

(iii) On termination of the contract, Purchaser must settle its accounts with Siemens Healthineers within a period of seven (7) days from the date of termination of the contract. Purchaser shall also pay to Siemens Healthineers the compensation as mentioned in clause 14.1.

16. Indemnification

Parties assume responsibility for and shall indemnify and save harmless each other, from all actual and proven liability, claims, costs, expenses, taxes and assessments including penalties, attorneys' fees and court cost which are, or may be required with respect to any breach of obligations under the contract arising out of this offer, or due to any reason attributable, to the defaulting party.

17. Force Majeure

Siemens Healthineers' offer is strictly subject to Force Majeure and any other causes beyond Siemens Healthineers' reasonable control. In event of stoppage of work in any establishment of Siemens Healthineers during the delivery period owing to war, hostilities, acts of the public enemy, civil commotion, riots, sabotagefires, floods, earthquakes, tempests, explosions, epidemics or any acts of God, quarantine restrictions, strikes, lockout, trade disputes, breakdowns, accidents, governmental decree, impossibility or difficulty of obtaining supplies of raw material, restrictions in power supply, power cuts, stoppage of railways or other carriers and/ or causes beyond the control of Siemens Healthineers, deliveries may be postponed or partially or wholly cancelled by Siemens Healthineers and/or third party OEM. Siemens Healthineers shall not be liable for any losses, direct or indirect, due to delay in performance or non-performance of this contract resulting from causes which are beyond Siemens Healthineers' reasonable control and due to such causes, which amount to Force Majeure at law.

18. Arbitration

18.1 If any dispute arises in connection with this Agreement, representatives of the Parties shall attempt, in fair dealing and in good faith, to settle such dispute within five (5) business days. If within 5 business days the Parties are not able to reach an amicable settlement, then either party may by notice to the other party in writing refer the dispute to Arbitration in terms of Clause 18.2.

18.2 Any dispute, difference or claim arising out of or in relation to this transaction including construction, validity, performance, breach or termination thereof shall, shall be referred to and finally resolved by a sole arbitrator in accordance with the provisions of Arbitration and Conciliation Act of 1996 (as amended). The seat of arbitration shall be Mumbai. The arbitration proceedings shall be conducted in English.

18.3 The Parties irrevocably agree that the Courts of Mumbai are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

19. Acceptance

When equipment has successfully conformed to the agreed specifications, Purchaser shall return Siemens Healthineers acceptance form, duly signed, within 15 (fifteen) business days. Purchaser shall not withhold or delay the issuance of acceptance certificate of any of the equipment, if the equipment substantially meets the specifications or on account of any minor defects which have no material effect on the functionality of the equipment. Failure of Purchaser to notify either the acceptance of the equipment within fifteen (15) days or any defects or deviations in the equipment within the period agreed for the same purpose shall amount to "deemed acceptance" of the deliverable by Purchaser.

Purchaser shall take all reasonable precautions for the equipment supplied to ensure that it works correctly. Complete or partial commencement of productive or commercial use of the equipment shall be deemed to be its immediate acceptance.

20. Subletting and Assignment

Siemens Healthineers may assign or extend this offer or contract concluded following acceptance of this offer in whole or in part and its rights and obligations hereunder to a Siemens' group company or any Siemens Healthineers affiliates without any consent of the other party as a result of the sale of all or a substantial part of the assets or the business to which this offer or contract relates and/or in connection with any type of spin-off, (de)merger, consolidation, divestiture, dissolution or any other type of business combination or business reorganization. Furthermore, Siemens Healthineers may have any obligation hereunder performed by a subcontractor without the prior written consent of the other party. Siemens Healthineers may assign any outstanding payment from Purchaser to any factoring company without consent of Purchaser.

21. Legal Construction

The contract is concluded when Purchaser accepts Siemens Healthineers' offer in writing without amendment. Insofar as acceptance is subject to alternative conditions of Purchaser, effective contract conclusion shall require a written order confirmation from Siemens Healthineers. The scope, quality and all other conditions for the deliveries shall be determined exclusively by these concurring written declarations and the provisions of these General Conditions of Supply.

22. General Conditions of Supply

These General Conditions of Supply form an integral part of the offer and the offer shall be read and understood in conjunction with the General Conditions of Supply. General Conditions of Supply shall be applicable and prevail, unless otherwise accepted by Siemens Healthineers in writing.

23. Limitation of Liability

Siemens Healthineers, to the maximum extent permitted by applicable law, hereby disclaims all warranties/guaranties, either express or implied, other than what is expressly stated in the supply contract. Total liability of Siemens Healthineers for any reason, on any account, whatsoever, including but not limited to claims arising out of contract, Tort, Warranty claims by third parties or otherwise shall not exceed and be subject to a maximum of 10% of the payments received by Siemens Healthineers out of the contract arising out of this offer.

Under no circumstances, Siemens Healthineers, including its employees, officers shall be liable to Purchaser for any loss of profit (whether actual or anticipation), loss of revenue, loss of goodwill, loss of contracts, loss of opportunities or any indirect, incidental, special or consequential losses or damages arising from or in connection with its performance or non-performance under this Agreement and whether based upon contract, tort or any other legal theory.

Any and all liability of Siemens Healthineers under the supply contract shall cease with the expiry of the Defects Liability period specified in Warranty clause.

24. Compliance

25.1 Siemens Healthineers shall not offer or give or agree to give to any person in the employment of Purchaser, any gift or consideration of any kind as inducement or reward to do any act in relating to obtaining or execution of the Contract arising out of this offer.

25.2 Siemens Healthineers and Purchaser shall comply with all applicable laws and regulations to bribery, corruption and prohibited business practices and will not partake in any action in relations to the transactions contemplated herein violation of such applicable laws.

25.3 Siemens Healthineers has a clearly defined Compliance program that ensures that Siemens Healthineers continues to conduct its business with total integrity and transparency. If at any time during your business interactions with Siemens Healthineers, Purchaser faces situations of impropriety by Siemens Healthineers' employees or any other misdemeanor, please alert Siemens Healthineers. Purchaser may directly inform Siemens Healthineers' global Compliance Helpdesk which offers 24 hours service "Let Us Know" compliance reporting system (https://www.bkms-system.net/healthineers) or can speak with the Siemens's Compliance Officer, Ms. Deepa Priyadarshini on +91 (22) 33700896/+91 8657423575. It is Siemens Healthineers' endeavor to set a benchmark in Corporate Governance.
25.4 While Siemens Healthineers continues to optimize Siemens Healthineers' processes and renew Siemens Healthineers' portfolio to keep pace with Purchaser's needs and requirements, it is important for both Siemens Healthineers and Purchaser to base their relationship on trust and integrity. This Siemens Healthineers believes is of paramount importance as Siemens Healthineers' core value is to nurture a culture of highest performance with highest ethics. With the "Let Us Know" function, the Compliance Help Desk represents a sensible, global-level adjunct to the Ombudsman, and provides an additional point of contact. Especially important is the responsible use of the Helpdesk.

25. Compliance with Export Control RegulationsExport

26.1 If Purchaser transfers goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens Healthineers or works and services (including all kinds of technical support) performed by Siemens Healthineers to a third party, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services, Purchaser shall comply with the (re-)export control regulations of the Federal Republic of Germany, the European Union and the United States of America..
26.2 Prior to any transfer of goods, works and services provided by Siemens Healthineers to a third party, Purchaser/End User shall in particular sly check and guarantee by appropriate measures that
- There will be no infringement of an embargo imposed by the European Union, the United States of America and/or the United Nations by such transfer, by brokering of contracts concerning those goods, works and services, or by provision of other economic resources in connection with those goods works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos.
- Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided.
- The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.
26.3 If required to enable authorities or Siemens Healthineers to conduct export control checks, Purchaser, upon request by Siemens Healthineers, shall promptly provide Siemens Healthineers with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Siemens Healthineers, as well as any export control restrictions existing. Purchaser shall indemnify and hold harmless Siemens Healthineers from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Siemens for all losses and expenses resulting thereof.
26.4 Purchaser shall indemnify and hold harmless Siemens Healthineers from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Siemens for all losses and expenses resulting thereof.

26. AERB Guidelines For Installation

The Atomic Energy Regulatory Board (AERB) Safety Code AERB/SC/MED-2 for Medical Diagnostic X-ray Equipment and Installations stipulates the following:

It is mandatory for all users of medical diagnostic x-ray equipments to obtain License for operation from AERB. To facilitate the online submission of applications for regulatory consents, AERB has launched Diagnostic Radiology Module in its e-governance application e-LORA

(e-Licensing of Radiation Application). All diagnostic x-ray equipment user institutes are required to use e-LORA for obtaining operating from AERB.

No X-ray machine shall be installed and commissioned unless the procurement of diagnostic x-ray equipment through e-LORA is approved by the competent authority i.e. The Head, Radiological Safety Division, AERB, Niyamak Bhawan, Anushaktinagar, Mumbai 400 094.

As the above is mandatory for the installation and commissioning of the X-ray equipment, Purchaser shall comply with the above requirement and get the procurement of x-ray equipment approval by uploading room lay out plan in e-LORA.

Siemens Healthineers shall install the X-ray machine only as per the approved layout plan of AERB.

Also, it is a statutory requirement on the part of the user to obtain the Registration for general X-ray diagnostic unit and License for CT-scan, interventional radiology unit from AERB.

AERB Guidelines for Users:

As per the recommendation of AERB, all users of Diagnostic X-ray unit (Radiography/Fluoroscopy/Mammography/OPG/ BMD/ CT/ Interventional Radiology) should complete the registration/License of their unit with AERB by submitting the following documents through e-LORA

1. Institute registration
2. Obtain procurement approval for x-ray equipment by uploading the layout plan.
3. Registration & Nomination of RSO & staff members with PMS No.
4. Adding Radiation Protection safety Tools/Accessories.

As the above is mandatory for the commissioning of the X-ray equipment, you are requested to comply with the same and get your X ray unit registered with AERB.

Post installation, the License procedure for the unit should be completed by submission of the following documents to AERB through the e-LORA portal:
1. Siemens Healthineers will upload the installation report & QA report (Duly signed and stamped by Purchaser) through Siemens Healthineers' e-LORA login.
2. After acceptance of the installation report by AERB, Purchaser needs to submit the application for operation license via e-LORA. This has to be submitted within 6 months from the date of acceptance of installation report, failing which Purchaser has to submit fresh QA report before applying for License.

Users of Nuclear Medicine equipment are also required to get the room layout plan approval from AERB prior to installation of the unit. Application form along with the requisite details should be submitted through e-LORA to AERB for the necessary approval. Separate approval for procurement of radioactive source also needs to be obtained by the Purchaser directly from AERB. License procedure for the unit should be completed by submission of the following document to AERB.
1. Institute registration.
2. Obtaining approval for layout
3.RSO nomination & other staff list with PMS No.
4. NOC obtaining for calibration sources
5. Intimating about commissioning
6. Obtaining license.
Siemens Healthineers should not be held responsible for any user related non-compliance with respect to AERB regulation

For further information please log on to www.aerb.gov.in
Action by users on disused radioactive sources.
When a source is no longer in use for the authorized purpose, or upon completion of its useful life, the source should be allowed to decay sufficiently in the case of short half-life radioisotopes or it should be returned by the users to the original supplier in the case of sealed and long half-life radioisotopes, in accordance with the procedure for the same laid down by AERB. It will be Purchaser's obligation to obtain requisite permission through e-LORA portal & comply with these terms & conditions.

27. Special conditions for MRI

28.1. Unless stated otherwise, the General Conditions of Sale and Delivery - Exports, Healthcare Group, apply
28.2. The MR system comprises two principal items: Scanning system and magnet system. The scanning system will be delivered by Siemens Healthineers excluding installation and commissioning. The magnet system will be delivered by the Oxford Magnet technologies (OMT), excluding installation and commissioning. The first filling with liquid helium is not included.

28.3. The prices to be charged shall be those prevailing on the day of delivery, unless otherwise agreed upon. Prices are subject to the following conditions:- For the scanning system, at Siemens Healthineers' discretion, freight-prepaid German border, FOB German shipping port or FCA German airport.
-For the magnet system, at our discretion, freight-prepaid British border, FOB British shipping port or FCA British airport.
The costs of transport insurance are not included in these prices. Our prices do not include the costs of determining the magnet self-shielding required and the measuring and checking of interference levels on site.
28.4. The risk for the scanning system and for the magnet system delivered by OMT shall pass to Purchaser when the consignment is handed over to the first forwarding agent
28.5. The warranty period shall be twelve (12) months from the date of commissioning, but no longer than fifteen (15) months from the date of transfer of risk.
28.6. The scope of delivery for magnetic resonance systems includes software. In connection with this, the Purchaser has the temporally unlimited non-exclusive and non-transferable right to use these software products on the equipment for which they have been supplied, without modifications, and for the purposes defined in the product description. Software products and associated documentation must not be passed on the third parties.
Insofar as no special conditions to the contrary are agreed upon, the fee for the right of using software products is included in the purchase price. The cost of use is based on the software product first supplied with the equipment.
In case of extending the capability of existing equipment/of a system already installed by means of software, the same regulations apply. Fulfilment of the guarantee consists in supplying replacement software in accordance with the condition of Item 6.
28.7. If for any reason, Purchaser is late in fulfilling his obligations, (e.g., in fulfilling all requirements for installation on time) the balance of the purchase price at this date shall be payable and due not later than 30 days after expiration of the scheduled delivery time.
28.8. A MR system produces good clinical results only when all conditions necessary for the implementation of this specialized technology are carefully observed. To guarantee adherence to these conditions, particularly close cooperation is necessary between Purchaser and Siemens Healthineers. Unless stated otherwise, the General Conditions for Installation-Exports, Medical Engineering Group, apply.

1. Site of MR system
1.1 The rooms designated by Purchaser for the installation must conform to minimum requirements, concerning which Siemens Healthineers will advise Purchaser at the beginning of the planning phase, in regard to
-dimensions
- external interference with the homogeneity and stability of the magnetic field in the scan volume.

The following external factors can interfere with homo-geneity and stability:
- steel reinforcement in the building
-moving ferromagnetic objects
- equipment using switched DC-currents
- alternating fields with power line frequency
- alternating fields with higher frequency
- transmitter-generated electromagnetic fields

28. CHANGE IN LAW

Any additional cost or benefit impacting the contract price resulting from a Change in Law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such Change in Law.
Change in law means occurrence of any of the following event after submission of bid and during the performance of the contract:
a. The enactment of any new Indian law
b. The repeal, modification or re-enactment of any existing Indian Law
c. The commencement of any Indian Law, which has not entered into effect until the date of award of contract
d. A change in the interpretation or application of any Indian law, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a Court of record prior to the date of Bid/Award of contract or
e. Any change in the rates of any of the taxes that have a direct effect on the agreement.

29. High-Vacuum Elements

30.1. For HVEs which at the time of delivery show material or manufacturing defects, the GG shall provide warranty by delivering faultless HVEs (replacement delivery) against return of the defective HVEs.

30.2. The replacement shall be delivered DDU place of use at the replacement price (RP) valid on the day of its readiness for dispatch in accordance with the Price Information of the GG, less the warranty reimbursement for the defective HVE (see Para. 30.4 below).

30.3. Within the period specified in the current regulations for the processing of returns, the defective HVE shall be sent by the Purchaser at no extra charge and freight prepaid to the address indicated therein, for free disposal of the GG. If the HVE is not received within the specified time, the relevant basic price (BP) shall be applied instead of the replacement price and the difference from the RP shall be charged in addition.

30.4. The warranty reimbursement shall be calculated at a graduated rate by considering the period and intensity of use and the average benefit derived from the previous use of the defective HVE in percent of the RP, in accordance with the table shown below. Under the percentage of the respective column, the period and intensity of use (prerequisite) is indicated within which the respective percentage is applied. The period of use shall begin on the day of the initial start-up of the defective HVE on the site of the Purchaser of Purchaser,however, at the latest with expiry of the 4th month from the transfer of risks to Purchaser. If several (measurable) prerequisites are stated in a field of the table, all of these have to be fulfilled. If the prerequisites of any field are not fulfilled, a warranty reimbursement shall not be provided.

High-Vacuum Elements

Generators up to max. 6 months up to max. 9 months up to max. 12 months RF-Transmission Tubes for Magnetic Resonance up to max. 6 months up to max. 9 months up to max. 12 months.

* ** *** 1 Exposure 1 Exposure 1 Exposure =1 kWs 2 sec cine, DSA, DR, DCM 1 sec cino, DSA, DR, DCM 0,5 sec DR-EB, DCM 2 sec DPF (pulsed fluoroscopy > 2P/s)

According to mode of operation corresponds to 1 Load Unit (LU)15 sec DPF (pulsed fluoroscopy) 7 sec DPF (pulsed fluoroscopy) 5 sec DL, SUB DR, Roadmap, DPF (pulsed fluoroscopy < 2P/s).

30. Data

In the course of inspection or maintenance of equipment by Siemens Healthineers or a subcontractor engaged by Siemens Healthineers, the possibility of access to personal data cannot be eliminated. Purchaser shall assure compliance with all legal regulations applicable to personal data (e.g., obtaining related declarations of consent etc.) and also ensure that any patient related data access by Siemens shall be properly de-identified; so that SIEMENS is able to meet its contractual obligations without contravening applicable laws pertaining to the protection of personal data. Siemens Healthineers or its affiliates shall not be liable for any third-party claims, of whatsoever nature, arising out of non-compliances of data privacy laws, rules, regulations and guidelines by the Purchaser and shall be indemnified by the Purchaser for any loss or damaged suffered on this account.

31. Cybersecurity

To protect the Equipment against cyberthreats, Purchaser shall maintain a state-of-the-art security concept and environment for its IT infrastructure to prevent unauthorized access to the Equipment. The Equipment shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized in the instructions for use and only when appropriate security measures (e.g., firewalls, network client authentication and/or network segmentation) are in place. USB-storage media and other removable storage devices shall only be connected to the Equipment if and to the extent such connection is authorized by the Siemens Healthineers.

Purchaser shall notify the Vendor without delay in case of suspected or actual cybersecurity incidents or vulnerabilities of the Equipment. In the event that Siemens Healthineers becomes aware of a Vulnerability which Siemens Healthineers classify as relevant, it shall make available patches as set forth herein below until EoS or up to 10 years following product delivery (or during the tenure of service contracts), whichever occurs first, provided that Purchaser's Product version is the most recent or at least the

penultimate version at the given time. In the case of third-party software this provision applies only if Siemens Healthineers is able to obtain the respective patch from Siemens Healthineers' third-party software provider. If the Product is capable for SRS and Purchaser enables remote distribution of the patches via SRS, or if patches are made available for download via Siemens Lifenet, the patches shall be free of charge. Otherwise, if the patch needs to be installed on site by Siemens Healthineers, Siemens Healthineers may charge Purchaser for the expenses resulting from the installation.

Any right of Purchaser to claim damages resulting from or related to Cyberthreats, such as but not limited to loss of data, downtime, business interruption, lost profit, cost for Product reset and/or data reconstruction, regardless of the legal basis, but in particular resulting from any duty under the contract or as a result of any tortious act, is hereby excluded. Siemens Healthineers assumes no liability whatsoever for damage caused by

(i) Purchasers' intrusive IT Security testing.

(ii) unauthorized, modification of the system configuration or IT Security controls of the Product.

(iii) the installation of patches which are not authorized by Siemens Healthineers; or

(iv) Purchaser delaying the self-installation of patches made available by Siemens Healthineers via SRS or for download via Siemens Lifenet.

32. Clause 5 Delivery

Currently there is global supply chain disruptions due to shortage of shipping containers, congestion at seaports. Siemens Healthineers shall endeavor to ship the equipment from the factory within three (3) months from the date of receipt from Purchaser of technically and commercially clear order along with dispatch instructions/agreed advance amount/Letter of Credit along with copy of Procurement Certificate (from AERB), wherever applicable and permissions from any concerned authority etc. or clear site with power, whichever is later.

Siemens Healthineers shall, in good faith, make every effort to ship the equipment from the port at the earliest to meet the committed delivery period. However, Siemens Healthineers shall not be liable for delay in transportation on account of non-availability of cargo carriers, containers, clogging of containers at ports or for any reason related to present situation as mentioned hereinabove and any claims, including but not limited to liquidated damages, on account thereof.

This special terms and conditions supersede all other relevant terms & conditions regarding delivery in the General Conditions of Supply and Installation – Imported Equipment.

33. Special Terms & Conditions for PACS & SYNGO & Multix Impact

Purchaser should provide a dedicated PACS administrator to run the PACS efficiently.

Siemens Healthineers will provide SRS connectivity with modem free of charge.

The Scope of delivery consists of,

-Supply of SW and HW (from third party)

-Installation of OS & application SW

-Training of Radiologist/ Radiographer at site consisting of (three working days)

i. Opening the PACS data base

ii. Storage and retrieval of Images

iii. Various post processing tools

iv. Functional demo. of all available options

-Training of PACS administrator at site consisting of (three working days)

i. Role based user creation

ii. Data base back up (to taken regularly)

iii. Scheduling & archiving facilities & tools

iv. Trouble shooting and auditing log file regularly

v. Escalating calls & complain to help desk

vi. Installation & uninstallation of Web client/Radiology stations

-Training of Clinicians at site consisting of (two days)

i. Opening the PACS data base

ii. Storage and retrieval of Images

iii. Functional demo. of all available options

iv. Functional demo. of all available option

-Interfacing with the Modalities (predetermined before finalization of PO)

Following does not come under normal delivery and to be charged extra,

Arrangement of back up data network including switches

Arrangement of UPS/ stabilized power supply

Providing antivirus SW across the network (OS is supplied with standard antivirus protection only).

Migration/ Import of old data to system (Until specifically mentioned and separate price for the same is indicated in the price. This will be exclusively on per TB of data transfer cost only).

Enhancement of network facilities, configuration and related activities Arrangement of broad band & modem/line-driver for tele-radiology or remote viewing images.

Routine back up of data from the archive server (Siemens Healthineers will train PACS administrator to take data backup). Up-gradation/ replacement of storage media and Server. O/S or anti-virus protection issue due to network should be attended by the EDP department of the client please. However, it will be mandatory by Siemens to mention the requisite O/S and HW specification.

Standard recommended life of Siemens PACS will be seven (7) years, after that the OS, HW and application SW may be required to be replaced /modified at user's cost please.

The system should be termed operational when images are going from modalities to archive server and distributed to diagnostic /viewing locations
The uptime will be considered on the basis of the archive server performance only. In case of any web or client not working at terminal level should not be considered as down time.
Any NET work related issue (cabling, HW, modem and switches should not be considered as non-functioning of PACS.
Multix Impact
Scope of Application Training is as follows

i. Purchasers learn about usage of the system with Siemens Healthineers comprehensive online material (PEP connect).
ii. Half an hour onsite safety training with CSE (Purchaser support Engineer) for the system handover after installation
iii. A free Remote Application Training for advanced customization via SRS. Purchaser to provide Internet Broadband connection as per Siemens Healthineers requirement.

34. GENERAL TERMS AND CONDITIONS FOR THE LICENSING OF HEALTHINEERS SOFTWARE

1. **GRANT OF LICENSE, FEEDBACK, THIRD-PARTY SOFTWARE.**
    1. Siemens Healthineers grants Customer a non-exclusive license or access to use the Software and other Deliverables set forth in the Order Form in object code form (all capitalized terms are subject to Section 21 below) in accordance with the License Model, the Documentation and other information provided by Siemens Healthineers. Additionally, supplemental license terms that apply to specific Software are available at the following location indicated in the Order Form.
    2. If Customer intends to exceed the permitted scope of use of the Software according to the License Model, Customer shall notify Siemens Healthineers within thirty (30) days in order to execute a corresponding amendment to this Agreement. Siemens Healthineers reserves the right to audit Customer's use of the Software or embed software controls or counters in order to monitor Customer's compliance with the License Model. Siemens Healthineers reserves the right to invoice any excess usage according to its then current price list.
    3. Customer may make a reasonable number of backup copies of the Software (not to be concurrently used) solely for backup, emergency and/or testing purposes at the Customer's location. Customer shall not disassemble, decompile, or otherwise reverse-engineer any of the Deliverables or change any source code of the Software, unless and to the extent permitted by applicable mandatory law. Customer is responsible for the compliance with this Agreement by all of Customer's users granted access to any of the Software. The Software is licensed not sold. Customer shall not transfer, resell, rent/lease or sublicense any Software, or grant access thereto or offer service bureau services, other than as expressly permitted in the Agreement.
    4. Siemens Healthcare GmbH, Siemens Healthineers and/or its suppliers and licensors have exclusive title, copyright and trade secret right in and to the Deliverables. Customer shall not remove or permit removal of any identifying mark or logo of Siemens Healthcare GmbH, Siemens Healthineers or its suppliers in any of the Deliverables, and Customer shall include such mark or logos on any permitted copies thereof. Suppliers of software programs or content incorporated in the Software have the benefit of the obligations incurred by Customer in this Agreement.
    5. If Customer suggests improvements or modifications of Deliverables or gives any other feedback, Siemens Healthineers shall have the exclusive, worldwide, in time and scope unlimited and sublicensable right to use such suggestions and other feedback for its own business purposes.
    6. **Third-Party Software.** The Software may contain Third-Party Software which may only be delivered to Customer in conjunction with applicable license terms and subject to the Customer's compliance with such terms. Customer hereby accepts such license terms, which shall prevail over any deviating provisions of this Agreement solely for the Third-Party Software concerned.

The terms and conditions of certain suppliers of Third-Party Software may be subject to change during the term of this Agreement, in which event Siemens Healthineers will include such changes in the Documentation or Statement of Work, or otherwise provide notice thereof to the Customer. With the exception of Open Source Software, Customer may use Third-Party Software solely as a component of or with the Software for which it was delivered.
To the extent Third-Party Software contains Open Source Software no license fees shall be invoiced to Customer, except for the reimbursement of costs incurred by Siemens Healthineers for the compliance with the relevant license terms. Siemens Healthineers accepts no liability for Defects or any other liability for such Open Source Software. If and to the extent applicable license terms require the publication of source code, Siemens Healthineers shall provide Customer with a copy of such source code on request.

Customer hereby irrevocably authorizes Siemens Healthineers and/or its subcontractors to execute end user license agreements (especially 'click-wrap licenses') from licensors of Third-Party Software and to accept the same on Customer's behalf during installation or configuration of such Third-Party Software. Customer shall be able to access information about such license agreements in the respective Software or its Documentation and/or on request obtain such license agreements from Siemens Healthineers.

2. **DELIVERY, SITE RESPONSIBILITIES.**
    1. Siemens Healthineers shall deliver the Deliverables on the agreed dates, provided that Siemens Healthineers is not obligated to deliver any Deliverables prior to their General Availability Date.
    2. Customer is responsible for preparing and maintaining location and communications facilities in accordance with the respective specifications. Unless otherwise agreed, Siemens Healthineers shall provide Customer with Documentation for the installation, operation and internal support of the Software. Customer is responsible for any local area networks and wide area networks required to operate the Deliverables.
    3. The risk of accidental loss of or damage to Hardware shall pass to Customer upon delivery, if Hardware has been ordered by Customer. Title shall pass to Customer upon Siemens Healthineers' receipt of full payment of the Hardware, prior to which Customer may not pledge, transfer by way of security or resell the Hardware. Customer shall inform Siemens Healthineers immediately in writing in case of seizure or other acts or interventions by third parties.
3. **DELAY**. In the event of a delivery delay solely attributable to Siemens Healthineers, Customer shall be entitled to a compensation for any damage incurred as a result of the delivery delay up to a total amount of 5% of (i) the fees to be paid by Customer under this Agreement for Deliverables or parts thereof that cannot be used due to the delay, if the fee is a one-time payment or (ii) the fees to be paid by Customer during the first twelve (12) months after the scheduled delivery for Deliverables or parts thereof that cannot be used due to the delay, if the fee is recurring. Any further claims against Siemens Healthineers for damages and cost reimbursement are excluded, whichever their legal basis, except as otherwise provided for by applicable mandatory laws.
4. **ACCEPTANCE**. If Deliverables are subject to acceptance and unless otherwise agreed, acceptance shall be deemed on the date of First Productive Use.
5. **WARRANTIES**.
    1. Unless otherwise agreed and subject to Section 5.6 below, Siemens Healthineers warrants that the Deliverables perform substantially in accordance with the Documentation or Statement of Work, as applicable, (i) during the Subscription Period in case of a subscription license, and (ii) on the date of delivery or, if applicable, on the date of acceptance in all other cases.
    2. In the event of a breach of its warranties under Section 5.1, Siemens Healthineers shall remedy Defects at no charge to Customer, provided that Customer has notified Siemens Healthineers without undue delay. Defects of Software shall be remedied at Siemens Healthineers' reasonable discretion by (i) delivery of Hotfixes, Updates or Upgrades, (ii) provision of a workaround reasonably acceptable to Customer, (iii) instructions to Customer on how to fix the Defect, or (iv) any other means reasonably acceptable to Customer. With respect to Hardware, Siemens Healthineers shall remedy Defects at its reasonable discretion by way of either repair or replacement.
    3. With the exception of subscription licenses, any warranty claims become time-barred after a period of twelve (12) months from the date of delivery or, if applicable, the date of acceptance of the Deliverables. The warranties set forth in this Agreement are solely made to and for the benefit of Customer. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED.
    4. Siemens Healthineers may at its sole discretion remedy Defects and perform maintenance by way of remote service, if feasible. Siemens Healthineers' General Terms of Remote Connection shall apply.
    5. Siemens Healthineers shall have no obligations under this Section 5 with respect to any Defect based on or related to: (i) minor Defects which do not affect the commercial use of the Deliverables, (ii) insignificant deviations of Deliverables from the Documentation or Statement of Work, as applicable (iii) Defects that cannot be reproduced, (iv) normal wear and tear of Hardware, (v) Customer's use of the Deliverables in combination with other software, technology, devices or items not provided by or approved by Siemens Healthineers and where the Defect would not have occurred but for such combination; (vi) Modifications, maintenance or repair not performed by Siemens Healthineers; (vii) Customer's use of the Deliverables in a manner not substantially consistent with the Documentation or Statement of Work, the terms of this Agreement or any instructions provided by Siemens Healthineers; (viii) use or incorporation of any design, technique, modification or specification in the Deliverables originating with, furnished or requested by Customer, unless otherwise agreed; (ix) the use of any other than the most current Update, Upgrade or new Version, if the Defect would have been prevented by using such Update, Upgrade or new Version; or (x) Defect attributable to the Customer for other reasons.
    6. Siemens Healthineers may pass through any assignable warranties of suppliers of third-party hardware, which warranties shall replace the warranty obligations set forth in this Section 5 for the relevant hardware. Siemens Healthineers shall use commercially reasonable efforts to assist Customer during the supplier's warranty period by triaging issues and coordinating with such suppliers on issues that indicate failures of the relevant third-party

hardware. Alternatively, Customer may contact the suppliers directly in order to obtain support in accordance with the respective warranty terms.

6. **THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**
    1. Siemens Healthineers shall be liable for any Claim only in accordance and subject to the conditions and limitations stated below.
    2. If, as a result of such a Claim, Customer becomes enjoined or, in Siemens Healthineers' opinion, it is likely that Customer will become enjoined from using the Deliverables and Siemens Healthineers has caused the infringement through intent or negligence, Siemens Healthineers shall at its discretion and its cost: (i) procure for Customer the right to use the Deliverables; (ii) provide Customer with a non-infringing replacement or modify the Deliverables so that they become non-infringing, provided that the replacement or modification meets substantially the same functional specifications as the Deliverables. If according to Siemens Healthineers' reasonable assessment alternatives (i) and (ii) are not available on acceptable terms , and upon return or deletion, as the case may be, of the infringing part of the Deliverables on Siemens Healthineers' request, then, by way of option (iii), Siemens Healthineers shall (a) in case of a subscription license stop charging to Customer the Subscription Fees, or relevant portion thereof, for the infringing part of the Deliverables or (b) in all other cases refund to Customer the price for the unusable part of the Deliverables actually paid, as depreciated or amortized on a straight-line basis over the lifetime of the Deliverables, as established by Siemens Healthineers. Once Siemens Healthineers' has chosen one of the options set out herein, Siemens Healthineers shall be relieved of any further obligation or liability to Customer as a result of any such infringement and if Siemens Healthineers has chosen option (iii) above, Siemens Healthineers shall be released from future delivery obligations regarding such part of the Deliverables.
    3. Customer shall take all reasonable steps to cooperate with Siemens Healthineers to mitigate any potential damages, costs and expenses incurred by Siemens Healthineers.
    4. Siemens Healthineers shall only be liable as set out in this Section 6 if Customer (i) gives Siemens Healthineers prompt written notice of any alleged or threatened Claims, (ii) allows Siemens Healthineers on its request to control the defense and/or settlement of such Claim, (iii) does not consent to any judgment or decree or does not undertake any other act in compromise of any Claim without first obtaining Siemens Healthineers' written consent, and (iv) provides to Siemens Healthineers all reasonable cooperation and information as may be requested by Siemens Healthineers. Customer may at its own discretion and at its own cost hire counsel to represent Customer in such matters. Siemens Healthineers shall not be liable to Customer for any cost or liability for such counsel and Customer shall be liable to Siemens Healthineers for any additional cost incurred by Siemens Healthineers due to such counsel.
    5. Siemens Healthineers shall have no obligations under this Section 6 with respect to any Claim based on or related to: (i) Customer's use of the Deliverables in a manner not substantially consistent with the Documentation, the Statement of Work or the terms of this Agreement; (ii) the use or incorporation in the Deliverables of any design, technique, modification or specification originating with, furnished or requested by Customer, unless otherwise agreed; (iii) the infringement of any method or process in which the Deliverables may be used but not covering the Deliverables when used alone (iv) Modifications (v) Customer's use of the Deliverables in combination with other software, technology, devices or things not provided by or approved by Siemens Healthineers and where the infringement or breach would not have occurred but for such combination; (vi) Customer's use of the Deliverables after Siemens Healthineers has notified it to cease use due to a Claim; (vii) the use or distribution other than the most current update, upgrade or new version of the Software, if the Claim would have been prevented by the use of such update, upgrade or new version, (viii) any Claim arising from Customer's use of Open Source Software outside of the Software; or (ix) any claim attributable to the Customer for other reasons. In addition, if by reason of (i) - (ix) of the preceding sentence, a suit or proceeding is brought against Siemens Healthineers, Customer shall protect Siemens Healthineers in the same manner and to the same extent that Siemens Healthineers has agreed to protect Customer.
    6. With the exception of subscription licenses, any Claims become time-barred after a period of twelve (12) months from the date of delivery or, if applicable, the date of acceptance of the Deliverables.
    7. The foregoing Sections state the entire liability of Siemens Healthineers and the exclusive remedy of Customer with respect to infringement of any intellectual property rights, either statutory or express or implied, including but not limited to any patent rights, copyrights, utility models, design patents, mask work rights, moral rights, trade secrets, trademarks, trade names, service marks, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, ALL WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AS MENTIONED BEFORE ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. Any liability regarding such intellectual property rights shall become barred twelve (12) months from (i) in case of a subscription license: the end of the Subscription Period or (ii) in all other cases: acceptance of the Deliverables.

7. **AMOUNTS PAYABLE BY CUSTOMER**.

Any amounts payable by Customer to Siemens Healthineers hereunder shall be due and payable on the date or event specified in this Agreement or, if not specified, thirty (30) days after the date of Siemens Healthineers' invoice. If Customer fails to make any payment as provided in the Agreement, Siemens Healthineers is entitled to charge interest rates on the arrears at 2% of the outstanding amount per calendar month. Any other rights and remedies Siemens Healthineers may have due to the payment delay shall remain unaffected.

8. **CONFIDENTIALITY**
    1. Each party shall use any information of the other party identified as "confidential" (or similar) or which is to be treated as confidential according to its content and/or the circumstances of its disclosure only for purposes of this Agreement, shall neither disclose them nor this Agreement to anyone except to its or its Affiliates' employees who each reasonably need to know such information, and who are each bound to corresponding confidentiality obligations in writing (including by employment agreements) and shall keep them confidential. This obligation shall not apply to information which is or becomes publicly available through no breach of the confidentiality obligations by the receiving party, which has been developed independently or rightfully acquired from third parties or which the receiving party is required to disclose by a binding decision of a public body, a court order or mandatory law. If either party is required to disclose the information or this Agreement, such party shall promptly notify the other party prior to such disclosure in order to allow said party a reasonable opportunity to oppose the disclosure if and to the extent as legally permissible.
    2. The receiving party shall bear the burden of proving the existence of the respective exception.
    3. These confidentiality obligations shall survive termination or expiration of this Agreement for a period of 5 years, however, secrets of third parties, e.g. non-anonymized patient information shall in any case be kept confidential according to the terms of this Agreement for an indefinite period of time.

9. **USE OF TECHNICAL DATA.** Siemens Healthineers constantly works on the improvement of its products and services. To be able to optimize equipment availability as well as to ensure quality, Siemens Healthineers needs access to certain non-personal data such as technical data (e.g. device properties, performance parameters) and equipment specific usage data of its products. Customer hereby authorizes and grants Siemens Healthineers the non-exclusive, non-transferable, sublicensable rights to access, collect, store, copy, modify, analyze, publish or otherwise make use of such data for its own business purposes.

10. **TERM**
    1. This Agreement becomes effective on the Effective Date. In case of a subscription license – and unless otherwise agreed between the Parties - this Agreement shall be in effect for an initial term of three years and shall automatically renew for additional renewal terms of one year (each) unless either Party provides the other Party with three months prior written termination notice, in which case this Agreement shall expire at the end of the initial term or a renewal term, as applicable.
    2. This Agreement may be terminated by either party with immediate effect if the other party breaches this Agreement and if such breach has not been cured or a plan to cure such breach has not been mutually agreed within sixty (60) calendar days after the date of notice from the non-defaulting party to the defaulting-party. For the avoidance of doubt, Customer's failure to make any payments as provided in the Order Form qualifies as a breach of this Agreement.
    3. Upon termination of this Agreement any license granted to use the Software shall terminate and the Customer shall cease using the Deliverables.
    4. The provisions which by their nature and/or content are intended to survive shall continue to apply after the termination of this Agreement.

    5. **LIMITATION OF REMEDIES**. Siemens Healthineers shall be liable in accordance with the statutory provisions for any personal damage or other damage attributable to Siemens Healthineers caused through intent or gross negligence. In all other cases the liability for damage to property attributable to Siemens Healthineers shall be limited to the costs of repair or replacement of the property up to a total aggregate maximum of (i) the fee paid by Customer under this Agreement, if the fee is a one-time payment or (ii) per contract year, the fees paid by Customer during the 12 months prior to the first damage event in such contract year, if the fees are recurring. Any further claims, of whatsoever nature, against Siemens Healthineers for damages and cost reimbursement are excluded, whichever their legal basis, except as otherwise provided for by applicable mandatory laws.
    6. IN NO EVENT SHALL SIEMENS HEALTHINEERS BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF DATA, LOSS OF SAVINGS OR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LAW, REGARDLESS OF WHETHER THE PARTY IN BREACH WAS ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.
    7. Customer shall take all reasonable steps to cooperate with Siemens Healthineers to mitigate any potential damages, costs and expenses incurred by Siemens Healthineers.
    8. The limitations of liability set forth in this Section shall also apply to Siemens Healthineers' personnel and subcontractors.

11. **USE OF DELIVERABLES**. Customer is solely responsible for using the Deliverables and for the accuracy and adequacy of information and data furnished for processing. Customer shall have full responsibility for the care and well-being of its patients and any reliance by it upon the Deliverables will not diminish that responsibility. Customer agrees that it is solely responsible for any practice of medicine or provision of medical or clinical services, including any medical or clinical decisions, judgments, and actions that it or its users may undertake, as well as being solely responsible for ensuring that the documentation of any medical care or patient information provided by Customer or by Customer's employees or agents is accurate and complete. Customer agrees that Siemens Healthineers and its subsidiaries, affiliates, officers, directors, agents, employees and assigns have no responsibility for any decisions made or actions taken or not taken in rendering medical or clinical care or providing medical or clinical services, or for information provided to patients or caregivers.

12. **FORCE MAJEURE**. Siemens Healthineers shall not be responsible for any delay or failure of performance resulting from causes beyond its reasonable control including, but not limited to, governmental laws and regulations, acts of God or the public, war or other violence, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, accidents, storms, strikes, lockouts, work stoppages, labour disputes, or unavailability of labour, raw materials, power or supplies. .

13. **ASSIGNMENT**. This Agreement or any rights or obligations hereunder may not be assigned or otherwise transferred by either party without the prior written consent of the other party. However, Siemens Healthineers may assign this Agreement in whole or in part and/or its rights and obligations hereunder without the consent of Customer or extend this Agreement to an Affiliate or to a successor in interest of all or part of the business to which this Agreement relates.

14. **TAXES**. Customer shall be responsible for the payment (directly or by reimbursement to Siemens Healthineers) of all taxes imposed on Siemens Healthineers or Customer and resulting from this Agreement or any performance under this Agreement, excluding taxes based on Siemens Healthineers' income and employment taxes and unemployment insurance relating to Siemens Healthineers employees. If Customer provides Siemens Healthineers with a copy of its tax exemption letter , Siemens Healthineers shall not bill Customer for taxes to which the exemption applies.

15. **Compliance with Export Control Regulations**.
    1. Siemens Healthineers shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
    2. If Customer transfers Deliverables delivered by Siemens Healthineers or works and services (including all kinds of technical support) performed by Siemens Healthineers to a third party worldwide, Customer shall comply with all applicable national and international (re-) export control regulations. In any event Customer shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.
    3. If required to conduct export control checks, Customer, upon request by Siemens Healthineers, shall promptly provide Siemens Healthineers with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Siemens Healthineers, as well as any export control restrictions existing.
    4. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS SIEMENS HEALTHINEERS FROM AND AGAINST ANY CLAIM, PROCEEDING, ACTION, FINE, LOSS, COST AND DAMAGES ARISING OUT OF OR RELATING TO ANY NONCOMPLIANCE WITH EXPORT CONTROL REGULATIONS BY CUSTOMER, AND CUSTOMER SHALL COMPENSATE SIEMENS HEALTHINEERS FOR ALL LOSSES AND EXPENSES RESULTING THEREOF, UNLESS SUCH NONCOMPLIANCE WAS NOT CAUSED BY FAULT OF THE CUSTOMER. THIS PROVISION DOES NOT IMPLY A CHANGE IN BURDEN OF PROOF.

16. **GOVERNING LAW, ARBITRATION**.

16.1 This Agreement is subject to the laws of India and Courts at Mumbai shall exclusive jurisdiction.

16.2 In case of any dispute or claim that arises in connection with this Agreement, the Parties shall mutually agree and appoint a sole arbitrator however, if the Parties cannot mutually agree, then Siemens Healthineers shall appoint a sole arbitrator. The arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act 1996 and any modifications and re-enactments thereof.

16.3 The seat of Arbitration shall be at Mumbai. The arbitral award shall be substantiated in writing. The arbitral tribunal shall also decide on the matter of costs of the arbitration. The Parties shall bear and pay their respective cost and expenses incurred in relation to the Arbitration. The arbitration procedure shall be conducted in the English language. The Arbitral Award shall be the exclusive remedy of the Parties for all claims, counterclaims or any other issues.

16.4 Each Party, shall be entitled to seek necessary and appropriate interim injunctive relief, pending the outcome of the Arbitration or any other temporary measures from the Courts of competent jurisdiction at Mumbai, to enjoin the other Party from taking certain actions, which allegedly infringe the rights of the Party bringing such claim, provided that any proceedings and decisions as to the merits of the dispute are exclusively governed and resolved by Arbitration in accordance with this clause.

17. **NOTICES**. Except as expressly agreed otherwise in this Agreement, all notices sent to the other party must be in writing to the address listed in this Agreement.

18. **NO WAIVER.** No failure to exercise, delay in exercising or partial exercise by Siemens Healthineers of any right or remedy under this Agreement or applicable law shall operate as a waiver thereof or preclude Siemens Healthineers from exercising that or any other right or remedy under this Agreement or applicable law except as otherwise provided in this Agreement.

19. **SUBCONTRACTORS; CONTROLLING DOCUMENTS; ENTIRE AGREEMENT**.
    1. Siemens Healthineers reserves the right to award subcontracts to third parties with respect to the delivery of the Deliverables and performance of work or services, or parts thereof, under this Agreement. Siemens Healthineers' duty to perform under this Agreement shall remain unaffected.
    2. Any deviating terms of the Order Form take priority over any conflicting terms of these General Terms and Conditions for Licensing of Healthineers Software. An amendment to the Agreement prevails over the terms of this Agreement to the extent stated in that amendment.
    3. This Agreement constitutes the entire agreement between Siemens Healthineers and Customer and supersedes all other prior or contemporaneous representations, agreements, understandings or commitments, whether written or oral, between Siemens Healthineers and Customer relating to the subject matter herein.
    4. The invalidity of any provision of this Agreement will not affect the validity of the remaining provisions and this Agreement shall be construed as if such invalid provision had been omitted.
    5. No provision of this Agreement may be terminated, modified or waived except as set forth in a written agreement executed by authorized representatives of the parties.

20. **DEFINITIONS**. The following definitions govern the meaning of capitalized terms used in this Agreement. Other capitalized terms may be defined where first used in this Agreement.
    1. "Agreement" means, collectively, the Order Form, these General Terms and Conditions, and any schedules, annexes, exhibits, or attachments referenced therein.
    2. **"**Affiliate" means a corporation, company or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with Siemens Healthineers, but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition "control" of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities entitling to the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise.
    3. "Claim" means a claim, suit, action or proceeding brought against Customer by a third party to the extent it is based on any infringement by the Deliverables of patents and copyrights, owned by such third party and protected under the laws of the country where the Deliverables will be installed.
    4. "Concurrent User" is the maximum number of clients permitted to use the Software in parallel.
    5. "Customer" means the ordering entity as designated in the Order Form.
    6. "Defects" means malfunctions and errors with respect to Software, and defects with respect to Hardware.
    7. "Deliverables" means, collectively, the Software (including Third-Party Software), and/or Documentation that Siemens Healthineers provides to Customer.
    8. "Documentation" means Siemens Healthineers' standard description of functionality of the Deliverables, including all revisions thereto, excluding any marketing material.
    9. "Effective Date" means the date of the last signature of the parties on the Order Form.
    10. "First Productive Use" means the date on which live data is first processed through the Software.
    11. "General Availability Date" means the first date that Siemens Healthineers has designated for commencing delivery of a new Software, Hardware, service and/or other item to licensed customers in Customer's country.
    12. "Hardware" means the items specified as Hardware in any Order Form or other attachment.
    13. "Hotfix" means the modification of or replacement of object code versions of the Software, as may be applicable, to remedy a problem.
    14. "License Model" means the licensing and payment model described in the Order Form (e.g. single license, concurrent user, subscription license, payment per concurrent users, kilo procedure, number of cases per year, hours per time).
    15. "Modification" means any change to any Deliverable made by anyone other than Siemens Healthineers.
    16. "Order Form" means a form which specifies the Deliverables, with details inter alia on the relevant Software, Hardware, License Model, geographical scope, price, term and mode of delivery, and any work and services to be performed by Siemens Healthineers, as the case may be, and with reference to these General Terms and Conditions and, if applicable, other terms and conditions.

17. “Open Source Software” means any software that is licensed under any license terms or other contract terms which require, as a condition of use, modification and/or distribution of such software and/or any other software incorporated into, derived from or distributed with such software (“Derivative Software”) any one of the following:

(i) that the Source Code of such software and/or any Derivative Software be made available to third parties; (ii) that permission for creating derivative works of such software and/or any Derivative Software be granted to third parties; and/or (iii) that a royalty-free license be granted to third parties under any intellectual property rights contained in the software and/or any Derivative Software.

18. “Release” means a redistribution of Software with an aggregation of Updates and/or functional, operational and/or performance improvements.
19. “Siemens Healthineers” means the Siemens Healthineers legal entity designated in the Order Form.
20. “Software” means the software specified in an Order Form.
21. "Standard" means any technical specification that is distributed, published, or otherwise made available by any consortium, standards organization, special interest group, or like entity, for the purpose of widespread industry adoption.
22. “Statement of Work” means the description of the functionality of the Deliverables as specifically agreed between Customer and Siemens Healthineers.
23. “Subscription Fees” means the recurring fees which Customer shall pay to Siemens Healthineers as set out in the Order Form.
24. “Subscription Period” means the period of the subscription license as set forth in the Order Form.
25. “Third-Party Software” means software which has not been developed by or on behalf of Siemens Healthcare GmbH and/or its Affiliates, including, but not limited to, standard software from commercial suppliers, irrespective of whether it is used free of charge (freeware) or in return for payment (commercial off the shelf software) and Open Source Software.
26. “Update” means packages of Software corrections as well as revisions addressing common functional and performance issues.
27. “Upgrade” means a delivery of the subsequent [to the current installed version] version of the Software.
28. “Version” means a delivery of new features packaged as part of existing Software labelled subsequently alphanumeric [e.g. VA20 → VC10]

Symbia Evo Excel

Product Details

Product Name: Symbia Evo Excel

Item Nr: 1

Part Nr: 14421682

The Symbia Evo Excel is a variable angle dual detector emission imaging system with a pass through open gantry design for fast data acquisition to achieve high patient throughput during SPECT, Whole Body and general purpose procedures or optimized Cardiac SPECT applications.
The Symbia Evo Excel has the following features:

- Gantry
- Patient Bed
- Acquisition Workplace
- SPECT Acquisition Features

Gantry

The gantry has two Variable Angle SPECT detectors and an, open design with 101.1 x 78.2 cm (39.8 x 30.8 in) patient opening. The two High Definition Digital SPECT detectors can be configured at 76° or 90° for cardiac applications and at 180° or numerous other configurations for all other whole body and general protocols. The unobstructed gantry base permits planar imaging of seated and standing patients and patients on wheelchairs, or on standard imaging tables, gurneys and hospital beds.Optional caudal tilt of one detector allows for optimum detector positioning of static and dynamic acquisitions. The contemporary design of the gantry incorporates Siemens-typical design elements.

The gantry supports circular orbits and non-circular orbits using autocontour. Autocontour, with infrared real-time body contouring, is a standard component which minimizes patient to collimator distance to 1.2 cm (0.45 inches) in Whole Body and SPECT noncircular orbit acquisition modes.

All motorized motions of the patient bed, gantry and detectors are controlled from the hand controller which can be plugged into either side of the gantry.

The Patient Positioning Monitor (PPM) is a touch screen flat panel display monitor which can be rotated for a wide range user access and visibility. It is used for the following functions:

- Patient Positioning with window and persistence adjustment
- Acquisition Parameter display (elapsed time, time remaining, view number, count rate, etc.)
- Detector and bed position information
- Gantry Control (reconfiguration, collimator change, offset
- Zoom

Patient Bed

The patient-oriented design of the imaging bed consists of 40 cm (15.8 inch) wide and 2.6 mm (0.102 inch) aluminum pallet, supporting patient weights up to 227 kg (500 lbs). Minimum bed height is 53.9 cm (21.2 inches) for easy patient access. Programmable table positions for wheelchairs and gurneys minimize the transport efforts of patients and staff. The patient bed can easily pivoted for rail-free access of sitting/standing patients, wheelchairs, imaging tables, gurneys and hospital beds.

A fully integrated source holder is provided for quick and convenient quality control.

Since patient comfort plays an important role in high quality medical imaging, the Symbia Evo Excel comes equipped with the following comfort accessories:

- Head holder to support and stabilize the head during brain SPECT examinations
- SPECT armrest to support upper arms and hands during SPECT examinations
- Whole body armrest to support the arms and keep them within the detector field of view during whole body examinations
- Set of patient support straps to help patient lie still on bed

Acquisition Workplace

The syngo-based high performance acquisition workstation provides a wide range of clinical acquisition protocols utilizing a graphical user interface, keyboard and mouse.

SPECT Acquisition Features

SPECT Acquisition Modes:

- Planar static and dynamic
- Whole Body
- SPECT
- Gated SPECT
- Dynamic SPECT
- Whole Body SPECT

Workflow Features:

The system combines acquisition, post-processing (optional), and display into user customizable workflows that automate many clinical routines, remembering parameters for each clinical protocol, the workflow will automatically print, archive, and distribute your results to other devices on your network.

Quality Control:

Automatic and manual motion correction features aids in the improvement of the quality of the acquired images. Besides correcting for motion, gated studies can be beat normalized and quality control images such as sinograms and linograms created to document the results.

3D Orientation:

Reorient acquired SPECT volumes interactively to achieve the desired image orientation. Cardiac and general orientations are supported. If desired, the orientation applied to one volume can be automatically applied to up to 3 additional volumes.

Reconstruction:

The reconstruction engine can resconstruct up to 5 volumes concurrently. Standard SPECT as well as wholebody, dynamic and gated cardiac volumes can be created.

Product Name: Low Profile 3/8" Detectors

Item Nr: 2

Part Nr: 14421231

The low profile high resolution, digital detector assembly includes a .95 cm (3/8 in.) thick NaI (Tl) crystal.

Symbia utilizes energy independent low profile digital Foresight detectors.

Detector assembly technical specifications:

- True rectangular FOV of 38.7 x 53.3 cm (15.25 x 21 in.)
- 59 photomultiplier tubes – 53, 7.6 cm (3 in.) and 6, 5.1 cm (2 in.) diameter tubes
- .95 x 59.1 x 44.5 cm (3/8 x 23 x 17.4 in.) NaI (Tl) crystal material

The Low Profile Digital Foresight Detector features:

- Balanced performance between energy resolution and spatial resolution
- One, 10-bit high-speed flash ADC per PMT
- Variable PMT selection ensures high resolution for all multi-energy and multi-peak applications
- Optimized dynamic digital integration time to improve high count rate capability

- Individual PMT pile-up correction for improved performance at high count rates
- Energy independence maintains clinical performance at all energies including multi-peak and dual isotope studies
- Location independence maintains consistent spatial resolution across the field of view
- Crystal variation correction for optimal uniformity and linearity across all energies

Single source (Co-57 or Tc-99m) tunes the detector for all energies

Product Name: Standard Detector Support

Item Nr: 3

Part Nr: 14421233
Standard detector support for Detectors 1 and 2.

Product Name: High Energy Collimator

Item Nr: 4

Part Nr: 07835445
High energy (364 keV) parallel hole collimator

The high energy collimator has the following technical specifications:

- 8,000 hexagonal holes
- Sensitivity: 135 cpm/microCurie
- Resolution: 13.4 mm at 10 cm
- Weight: 125 kg (275 lbs)

Due to the weight of these collimators, it is recommended that an individual collimator cart containing only the 2 high energy collimators be utilized.

Product Name: Low Energy High Res Collimator

Item Nr: 5

Part Nr: 07835494
Low energy (140 keV), high resolution, parallel hole collimator

The low energy high resolution collimator has the following technical specifications:

- 148,000 hexagonal holes
- Sensitivity: 202 cpm/microCurie
- Resolution: 7.5mm at 10 cm

- Weight: 22 kg (49 lbs)

Product Name: Collimator Cart

Item Nr: 6

Part Nr: 14421700

The collimator cart is designed to hold collimators and allows collimator exchange without pivoting the bed.

The collimator cart is automatically clamped to the patient bed once positioned by the user. The clamping mechanism allows precise collimator exchange to occur.

The collimator cart is designed to hold 2 sets of collimators, or 1 set in combination with a pinhole collimator.

Due to the weight of the high energy collimators, it is recommended that an individual collimator cart containing only the 2 high energy collimators be utilized.

Product Name: External ECG w/Strip Chart - AHA

Item Nr: 7

Part Nr: 14415734

The ECG gating system provides for the display of ECG waveform and trigger indicators. In addition, a recorder for generating a hardcopy of the waveform and marker is included.

Depending on what system was ordered, the power and lead cables connect conveniently to the bottom of the patient bed or the camera eliminating cables on the floor.

The ECG gate with strip chart recorder provides triggering for gated SPECT acquisitions.

The leads are AHA (American standard) color coded.

Product Name: Monitor: 19 inch LCD

Item Nr: 8

Part Nr: 14415045

The 19" LCD Monitor is an economic monitor solution

The Monitor: 19 in. LCD technical features are:

- 19" active display
- Optimal picture resolution of 1280 x 1024
- Anti-glare panel surface
- Up to 170 degree viewing angle

Product Name: Rectangular Fillable Flood Source

Item Nr: 9

Part Nr: 09713710

Model 76-801-1926
Dimensions: 52 x 71.1 x 3.2 cm thick
Flood Phantoms offer a simple
method for obtaining optimum
camera performance with respect
to uniformity of response over
the entire crystal area.

Product Name: Computer Workstation Table

Item Nr: 10

Part Nr: 05245274

Computer workstation to accommodate the control components and monitor.

Width: 1200 mm; Depth: 800; Height: 720 mm

Product Name: 4 Quadrant Phantom

Item Nr: 11

Part Nr: 14415195

A 4 quadrant 2.0-2.5.30.3.5 mm standard pattern slightly modified for use with Symbia Imaging Systems

Product Name: Under Floor PHS Cable Evo Excel

Item Nr: 12

Part Nr: 14421634

This option includes a kit for installing the cable between patient bed and the Symbia Evo Excel gantry under the floor.

This option does not include the cost of any room modifications for sub-floor installation of the cable.

Product Name: Remote Diagnostic Services

Item Nr: 13

Part Nr: 07830909

Smart Remote Services. A broadband VPN connection is required for full remote service functionality and optimal system uptime

A broadband connection is required for full remote service functionality and optimal system uptime. The Smart Remote Service option allows for remote access to your networked workstations. Hardware may need to be purchased.

Features include:

- Image Transfer
- Remote updates including Virus Protection
- Error log retrieval
- Remote Workflow revisions
- Remote configuration
- License management
- Remote workstation control via netmeeting

Product Name: Symbia.net

Item Nr: 14

Part Nr: 14414937

Symbia.net is an economical solution for reading of SPECT and SPECT•CT studies. The system can be optionally configured with full MI processing capabilities. The Symbia.net can be configured as a client-server system by adding the Server Management option. PET functionality is available on multi-seat systems.

Symbia.net is a clinical workplace that offers:

System Features:

- Workflow based architecture
- DICOM networking, printing
- User configurable displays
- 3D Orientation
- Image Fusion

Access to reading capabilities from anywhere (requires Server Management option)

- Any standard PC or Macwith a network connection can be set up as a client
- Up to 10 concurrent users can access the clinical network simultaneously

Easy installation and operation

- Symbia.net easily integrates with existing cameras, RIS and PACS
- A virtually unlimited number of client computers can be installed remotely (requires Server Management option)
- Designed for the needs of nuclear medicine with a user friendly interface and advanced automation features

Optional Extensions

- Server Management option
  - Supports up to 10 concurrent users
  - 1 seat at the workplace
  - Up to 9 floating client licenses
- Cardiology Engines
- Oncology Engines
- Neurology Engines
- MI Processing Engine
- Advanced SPECT/CT Reconstruction
- MI Cardiac Process Engine

Product Name: Cardiology Engine 4DM

Item Nr: 15

Part Nr: 14421330

The Cardiology Engine Corridor4DM assists in the diagnosis and quantitative assessment of coronary artery disease by enabling the visualization of SPECT and PET studies as well as quantified perfusion assessment.

The Cardiology Engine provides the Corridor4DM Cardiac Suite, a comprehensive set of quantitation programs for the evaluation of SPECT and PET Myocardial Perfusion Imaging

The Corridor4DM application includes comprehensive interactive processing and display, generation of 2D, 3D, and polar maps images, calculation of ventricular volumes, myocardial mass and ejection fraction for gated SPECT and PET studies and utilizes gated bloodpool data to calculate left ventricular Ejection Fraction. Compare perfusion and functional polar maps to gender matched normal files, which includes additional support for attenuation correction. Also included are a normal database generator and the ability to create reports within the Corridor4DM application. The Corridor4DM application is an OEM product developed and supported by INVIA.

Outputs include DICOM secondary capture files, result files, reports as well as the ability to generate an AVI or TIFF file.

Supported software for Profile Reconstruction cardiac data

Applications include: Corridor4DM Cardiac Suite

Product Name: Organ Processing

Item Nr: 16

Part Nr: 14421337

Processing software package that provides cardiac and other organ-based SPECT processing.

Cardiac Processing (Autocardiac Activity) Features

- Process up to 4 series simultaneously
- Mixed Non-Gated, Gated, Profile series simultaneously Profile simultaneous AC and Non-AC Multi-Isotope support (6 per series)
- Separate reconstruction parameters per series / isotope 3D Elliptical Masking
- Filtered Backprojection, Iterative-W, OSEM 2D, or OSEM 3D (optional) Reconstructions
- Coincidence Reconstruction
- True 3D Reconstruction Zoom
- Trial Mode Reconstruction
- Interactive Filter Tool
- Interactive Masking / Centering

General Reconstruction (TOMO Reconstruction Activity)

- Process up to 5 series simultaneously
- Multi-Isotope support (6 per series)
- Standard Tomography and Dynamic Tomography reconstructions
- Separate reconstruction parameters per series / isotope
- 3D Elliptical Masking
- Filtered Backprojection, OSEM 2D or 3D (optional) Reconstructions
- 3D Reconstruction Zoom
- Trial Mode Reconstruction
- Interactive Filter Tool Interactive Masking / Centering
- Chang's Attenuation Correction

Quality Control (Quality Control Activity) Features

- Sinogram, Linogram, and Summed Image
- Cine with reference line
- Automatic and Manual Motion Correction
- Static X / Y / Copy / Paste
- Dynamic X / Y / Copy / Paste
- Gated Histogram Review
- Tomo X / Copy / Paste

- Dynamic Tomo Repeat X / Copy / Paste
- Dynamic Tomo X / Copy / Paste / Repeat Rejection

Image Fusion

- Automatic adjustment based on pixel size
- Volume translation and rotation operations
- Manual, interactive volume manipulations
- Manually enter desired tranlation and rotation parameters
- Adjustable alpha blending display
- Selectable viewing angles
- Choice of output matrix size (64, 128, or 256)
- Landmark registration technique

Organ Based Processing

3D Reorientation

- Free angle reorientation of reconstructed series
- Process up to 4 series simultaneously
- Process 1 series to create 3 different series, each in a different plane

Cardiac Planar Gated Blood Pool

- Left and Right Ventricular EF Analysis
- Regional EF Analysis
- Automated Image Filtering
- Automatic or Manual ROI determination
- Functional Image Creation
- Curve Analysis
- Filling and Emptying Rate Analysis

Shunt Analysis

- Automatic Composite Creation

- Curve Smoothing and Fitting Options
- Integral Calculation for Patient and Shunt Curve
- Shunt Qp/Qs via Area Method
- Shunt Qp/Qs via Height Method

Lung Analysis

- Total or Segmented analysis
- Perfusion Quantitation
- L/R Lung Comparison
- Geometric Mean Calculation
- Single Lung Processing

Thyroid Analysis

- Automatic or Manual ROI determination
- Uptake, Countrate, Area and Volume Calculations
- Single Lobe Processing
- 6 and 24 Hour Uptake

Renal Analysis

- Automatic or Manual ROI Determination
- Gates GFR
- Oberhausen ERPF
- Itoh ERPF
- Oriuchi MAG3
- MAG3 without Blood Sample
- Transplant
- Captopril Comparison
- Curve Analysis
- R/L Ratio
- Bubeck (TER) Processing

Gastric Emptying Analysis

- Automatic or Manual ROI Determination
- Dual Isotope / energy window support
- Geometric Mean Calculation
- Curve Fitting Routines
- Liquid / Solid Processing
- Emptying Calculations

Hepatobiliary

- Automatic or Manual ROI Determination
- EF Calculations
- Dynamic and Static Methods supported
- User Defined Interval EF Processing

Brain Analysis

- ROI Quantitation and Ratio Analysis
- Bloodflow Analysis
- Patlok Plot & Cerebral Bloodflow
- Lassen Method
- IMP
- IMP-ARG
- NIMS

Image Manipulation

- Series Filter
- Series Arithmetic
- Series Reformat
- Series ROI & Curve

Product Name: Monitor: 19 inch LCD

Item Nr: 17

Part Nr: 14415045

The 19" LCD Monitor is an economic monitor solution

The Monitor: 19 in. LCD technical features are:

- 19" active display
- Optimal picture resolution of 1280 x 1024
- Anti-glare panel surface
- Up to 170 degree viewing angle

Product Name: teamplay platform user registration

Item Nr: 18

Part Nr: 14439863

The teamplay digital health platform builds on our global experience and is your access point to the digital transformation.
This Professional Services ensures teamplay digital health platform user registration required initially for the use of teamplay/AIRC applications.

This Professional Service includes support for registration of user as well as guidance how to leverage different self-service steps as part of the platform such as
- Guidance on user registration and set-up-assistance to ensure initial steps of getting started with teamplay and respective applications with entitled licenses
- Information access on capabilities and latest features of the teamplay digital health platform
- Guidance on the teamplay digital health platform regarding institution registration process for new institutions and access to set-up assistance for customer's IT admin (In case a connection is not established, additional services are recommended)
- Guidance on other (self-service) to get started with the teamplay BASIC applications

To get connected to the teamplay digital health platform, the teamplay Receiver software needs to be installed on local hardware on the institution network to manage communication between local systems and the teamplay digital health platform. Hardware requirements for the teamplay Receiver will be provided to you by your Siemens Healthineers team.
This service is supporting the registration process by triggering the institution registration with an according invitation and guidance for the respective IT administrator.

To experience the benefit of teamplay digital health platform, after successful account registration, a connection needs to be established, being possible with self-installation by organization's IT responsible.

The teamplay Receiver software needs to be installed on local hardware on the institution network to manage communication between local systems and the teamplay digital health platform.

Prerequisites on (virtual) servers:

The teamplay Receiver software should be installed on hardware or virtual machines provided by the customer, meeting minimum requirements. HW is required running either Windows 64-bit server or client operating system (at least Windows Server 2012 R2 or Windows Server 2016 is recommended for a production environment although Windows 10 may be used)

The teamplay installation manual can be found on the teamplay dashboard after user registration or requested by your local Siemens Healthineers account manager.

Only after registration and installation as self-service, access can be granted to teamplay BASIC. teamplay BASIC applications include basic functionalities of the applications teamplay Dose, teamplay Usage and teamplay Images free-of-charge.

IN-Local Bought Outs

Product Details

Product Name: UPS 5 kVA 15 min

Item Nr: L1

Part Nr: IN_20000201

Consul UPS 1P-1P 5 kVA having 15 min back up.

Product Name: Colour Laser Printer

Item Nr: L2

Part Nr: IN999999

Product Name: Dose Calibrator for SPECT

Item Nr: L3

Part Nr: IN999999

Product Name: L–Bench Shield

Item Nr: L4

Part Nr: IN999999

Product Name: Lead Lined Waste Bin

Item Nr: L5

Part Nr: IN999999

Product Name: Interlocking Lead Bricks (100mm x 100mm x 50mm)

Item Nr: L6

Part Nr: IN999999

Product Name: Syringe Shields - 2 cc & 5 cc

Item Nr: L7

Part Nr: IN999999

Product Name: Shielded Syringe Carrier

Item Nr: L8

Part Nr: IN999999

Product Name: Tongs, Capper/ Decapper

Item Nr: L9

Part Nr: IN999999

Product Name: Personal Radiation Monitor

Item Nr: L10

Part Nr: IN999999

Product Name: Contamination & Radiation Survey Meter

Item Nr: L11

Part Nr: IN999999

Product Name: Decontamination kit

Item Nr: L12

Part Nr: IN999999

Siemens Healthineers helps healthcare providers throughout the world achieve better results at lower costs by helping them expand precision medicine, transform healthcare, improve the patient's experience and digitalize healthcare. As a leading medical engineering company, Siemens Healthineers is constantly optimizing its portfolio of products and services, including the core areas of imaging for diagnosis and therapy, laboratory diagnostics and molecular medicine. In addition, the company is constantly optimizing its offerings in the areas of digital healthcare services and hospital management, in collaboration with operators.

Siemens Healthcare Private Limited
Unit No. 9A, 9th Floor, North Tower, Godrej One,
Pirojshanagar, Eastern Express Highway,
Vikhroli East, Mumbai – 400 079
India

I STROM TECHNOLOGIES

Quotation NO: IST / 25-07-22- 1106 25-07-22

To

Dhanvantra Health Care Pvt Ltd,
NH-45, TRICHY, CHENNAI TRUNK ROAD,
NEAR SAMYAPURAM TOLPLAZA,
SAMAYAPURAM-621112

Greetings from I Strom Technologies

As a healthcare technology company, innovation and development were rooted in our DNA. Our path of 12 years is marked by a series of breakthroughs. From single products to total solutions, we have been developing the ability to create and operate multiple product lines and serve various customer segments, as well as improving our capability in global operation & acquisition and direct sales management in emerging markets. Our core competencies have been continuously expanding with each breakthrough, which leads to a broader business developing path and a larger addressable market that boost growth.

Product Description Semofowler Cot with bedside locker

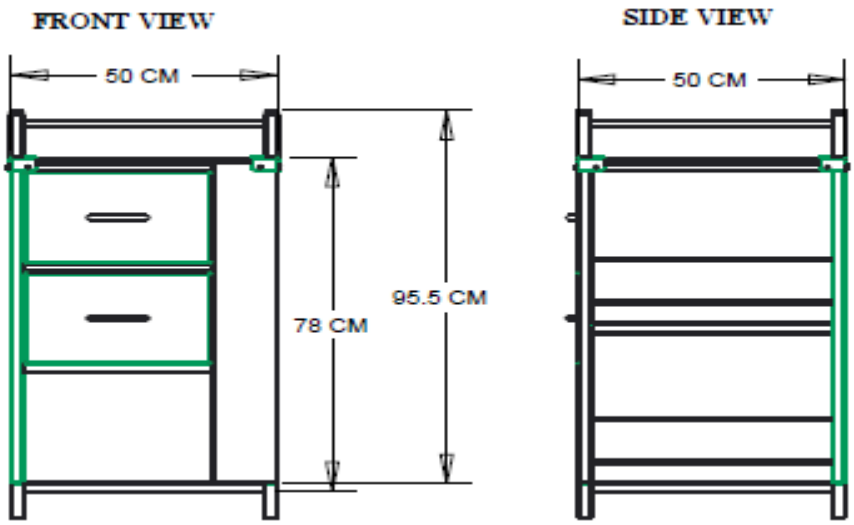
- 16 gauges and 18 gauge Mild Steel Pipes are used for the outer Frame and Structure.
- No1 grade MS Sheet are used for ex TATA, ESSAR etc.,
- A strong and sturdy base incorporating four imported 5” PU wheels are used, two with break and two without break.
- Set of Four ABS side railings.
- Detachable ABS Head and Foot Board.
- High density foam 4” thickness Mattress with long-lasting Rexene.

- Provided corner safety buffers.
- SS Telescopic IV Rod adjustable throughout the frame.
- SS URO Bag hooks at the Foot-end.
- Richmat remote control.
- Full set total weight 100kg-105kg

DIMENSIONS in INCHES:

- Length of the Cot : 82” / 86”
- Breadth of the Cot : 35” / 44’’
- Total Cot Height Up/Down : 26” / 36”

BEDSIDE LOCKER & SPECIFICATIONS



- Locker width 50cm
- Locker 78 cm hight with out top frame
- Locker With top frame 95.5cm
- SS top surface
- SS top frame angle
- Side rack external fluid rack 2
- Three rach
- Tworack closed door one rack opened

COMMERCIAL TERMS

Model of the machine	**ISTROM 5 Function ICU Remote cot, matress, pillow, iv pole with Customised bedside locker**
Unit Price of the machine	Rs 1,98,340
Total cost of Machine along with GST 18%	Rs1,98,340
No of Units	100
Total Cost	**Rs 1,98,34,000**
In words	Rupees One Crore Ninty Eight lacks and Thirty Four Thousand only.
Warranty	24 months of Manufacturer warranty from the date of installation (Reference as mentioned in Terms & Conditions)
Delivery	15-25 Days upon receipt of PO and Advance, however every attempt shall be made to expeditethe delivery.
Service	Backed by istrom service team
Supply	Through - ISTROM TECHNOLOGIES
Validity of the Quote	Valid upto 31st August 2022
Country of Origin	India

Prices:

General Terms and Conditions

- All prices mentioned in the Price list or Quotations Performa Invoice is Ex works from the Trichy Branch of the State from where the quotation is issued. Unless otherwise, it shall be construed as nearest Branch of the same state where delivery is intended.

GST:

- All Prices are Ex Works unless otherwise agreed upon in writing.
- The prices of the Products are those specified in the applicable order. Unless otherwise agreed in writing by the company, all prices quoted are exclusive of Taxes, transportation and insurance costs.
- GST is applicable extra and must be paid before the executing the delivery. GST number mustbe specified in Purchase Order
- Way Bill / Road Permit must be provided along with Purchase Order
- The Purchaser shall pay all taxes (including, without limitation, any and all federal, provincial,state or local sales, use, excise, privilege or similar taxes), levies, tariffs or duties, of any kind (collectively, the "Taxes"), on the Products, or the Purchase shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Payment:

All Payment must be done Bank DD / RTGS or Bank Transfer in currency specified in thequotation. No cash payment or barter shall be considered. Before the delivery 100% payment should be transferred **ISTROM TECHNOLOGIES account.**

Late payments are subject to 2% interest charge per month (24% per annum). If credit is notapproved by Company, all orders must be prepaid in full. Company reserves the right to require Buyer to pay outstanding invoices via wire transfer. Company reserves the right to withhold shipment in the event Customer is in arrears.

Validity:

Prices are valid upto 15st August 2022 from the date of Quotation. However Company reservesto right to modify or amend the prices.

Delivery:

It shall be initiated from Branch Warehouse or any other depot.

Company reserves the right to either supply directly or from supply from the distributor

Unless instructions to the contrary are stated on the order, transport arrangements will be made by the company on behalf of the Purchaser for dispatch of the goods to the point of delivery indicated on the quotation. The Purchaser will be responsible for the whole costs of carriage and insurance in addition to the price of the Goods unless otherwise stated in the quotation

Within 15 working days after the receipt of Purchase order and realization of payment but subject to the availability of goods. Within 3-4 Weeks after the receipt of Purchase order and realization of payment. However every attempt shall be made to expedite the delivery

Unless otherwise stated. If transport is arranged by the Company, the risk in the Goods shall pass to the Purchaser at the time of the delivery at the said delivery point.

Installation / Assembly – Demonstration

The supplier shall carry out installation of the equipment and shall not be responsible for any Preliminaries, Site alterations, etc. The purchaser should carry out preliminaries connected with installation, civil, electrical and structural alterations required for installing the equipment, at his own cost and as agreed during the submission of drawings by the supplier.

Operational requirements

The purchaser shall maintain the environmental conditions recommended by the supplier so as to ensure that the equipment neither does nor suffer damage due to humidity, dust, pests, severe temperature, etc. The purchaser shall ensure that the equipment is operated, as per the operating instructions and supplier's recommendations. The purchaser shall also ensure that competent, trained and skilled personnel operate the equipment. The supplier shall

not be responsible for any loss, damage or injuries caused due to purchaser's non-fulfillment of these conditions.

Freight Charges

Not included unless otherwise agreed upon

Warranty

Unless otherwise stated, Warranty shall be 14 months after the date of delivery or 12 months after the date of installation whichever is earlier. Warranty only refer to the manufacturing defect and does not cover any misuse arising from operating/ using the product by untrained personnel or operating the products outside the guidelines of ambient temperature, humidity, electrical power , voltage , medical grade input water and disinfection protocols.Warranty shall be considered void if goods are moved from one location to another without prior written confirmation by the Company Warranty is not applicable for defects arising from willful or accidental damage to machine orits parts

The liability of company under this warranty shall, in any event, be limited at Company's option to either repair, or replacement of, the defective Products at its own expense or to reimburse the Purchaser its price paid to Seller for the defective Products. The provision of any warranty does not apply to any Products that have been used for a purpose for which they were not designed, have been altered in any manner, used in any way as to adversely affect their performance and reliability, or have been subject to misuse, abuse, neglect, alteration, accident, repair, operation outside the environmental specifications for the Products, improper installation, improper handling during or after shipment, improper testing or the like after shipment, or for any other cause not attributable to defects of material or workmanship on thepart of Company .

Other Terms

- Customer need to provide Uninterruptible Power Supply (UPS)/Servo stabilized powersupply to our machines.
- Any parts damaged due to electrical fluctuations won't cover under warranty/ Comprehensive Maintenance Contract (CMC).
- Machine should not be shifted from the installed location to other
- Centers, if shifted -warranty void.
- Physical damage/mishandling/missing parts ot covered under warranty/Comprehensive Maintenance Contract.
- Medical grade disinfectant and disinfection protocol should be followed, if not – warranty void, parts damaged won't cover under comprehensive maintenance contract.
- Accessories like, Power cable, batteries and disposables are not covered under warranty/comprehensive maintenance contract.
- Spares damaged caused due to pest and rodents (rat, ant etc.) will not be covered under warranty/comprehensive maintenance contract.
- The cost only applicable for machine alone not included stand, and other accesaries.

1. Machine should be in good working condition (without missing/damaged parts) before taking into comprehensive

maintenance contract. Our engineer will check the condition of the machine before taking it into comprehensive maintenance contract.

2. 24 MONTH after that will support by Annual Maintenance Contract (AMC) only.
3. All comprehensive maintenance contract/annual maintenance contract paymentsshould be paid in advance

Note: Warranty will not cover the, POWER fluctuation, physical handling damage, water spill damage; machine should operate with online ups power packup only.

Governing Law and Jurisdiction

These Terms and Conditions are governed by and will be construed in accordance with, Indian Law under jurisdiction of Trichy, Tamilnadu. Any dispute arising out of or in connection with the Contract or these Terms and Conditions and the legal relationships created by the Contract and these Terms and Conditions and each Party submits to the exclusive jurisdiction of the Trichy, Tamilnadu Court

Resale of Goods

Goods shall not re-sell outside the territory or to any other customer unless it is agreed upon.

Confidentiality

The parties acknowledge that they may receive confidential and/or proprietary information relating to the business of the other party or its licensors, including without limitation designs, presentations, drawings, schematics, software tools, software (in source and object forms), user interface designs, architecture, objects and documentation(both printed and electronic), , technical information, characterization, design rules, formulae, physical descriptions or views, logical views or binary representations, performance and interface information, proprietary command architecture, proprietary scheme constructs (commands, format, syntax, and semantics), defects, bugs, proprietary circuit behavior information, Buyer-supplied data, circuit, logic elements technical and marketing information, know-how and/or trade secrets, which are identified as confidential and/orproprietaryat the time of disclosure or that a reasonable person would consider, from the nature of the information, as confidential and/or proprietary (the "Confidential Information").The parties will only use such Confidential Information in the performance of these Terms. The receiving party shall treat the Confidential Information as confidential to and as the property of the disclosing party and use a degree of care not less than the degree of care it uses with respect to its own information of like nature to prevent unauthorized access, use or disclosure, which in any event shall be no less than a reasonable degree of care. The receiving party will not disclose these Terms or Confidential Information, except to the receiving party's directors, officers, employees and contractors who have a need to know for the purpose of carrying out the business relationship and who are bound by written confidentiality obligations no less protective of the disclosing party's confidential information than this Section. As soon as

practicable, receiving party shall notify disclosing party of any breach of these Terms. Each party will use and maintain reasonable security measures (which measures shall be at least those used by the receiving party to protect its own Confidential Information) to protect the other party's Confidential Information. The receiving party shall not transmit, maintain, remanufacture or duplicate all or any part of, the Confidential Information except in accordance with the terms and conditions of these Terms. The receiving party shall be directly liable for the acts or omissions of its directors, officers, employees and contractors with respect to such confidentiality obligations. The receiving party agrees to segregate all such Confidential Information from the confidential information of others in order to prevent commingling.

Title of the goods:

Title to the Goods shall remain vested in the Company and shall not pass tothe Purchaseruntil all sums due to the Company under the Contract have been paid in full.

Force Majeure:

Any delay or failure of the company perform its obligations hereunder will be excused if, and to the extent that it is caused by an event or occurrence not reasonably foreseeable and beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, inability to obtain power, material, labor, equipment or transportation, or court injunction or order.

Insurance:

Not included unless otherwise stated in the quotation.

Specifications:

Product Specifications are for Basic system. All optional items are extra. Due to technicaladvancement, technical specifications are subject to modifications.

Intellectual Property Rights:

a. "Intellectual Property" or "IP" includes any and all inventions whether or not patentable, utility models, trademarks, component designs or manufacturing processes and any improvements or enhancements thereto, copyrights and moral rights, database rights, trade secrets and know-how,in each case whether registered or unregistered, and also including identified technical and non-technical or business-related information such as specifications, computer programs, drawings or blueprints.

b. All background IP is and will remain the exclusive property of the party owning it. Neither party will be entitled to any right or license to any of the other party's background IP.

c. For the avoidance of doubt, any machine programmers, tooling, fixturing, routing, method of manufacture and any associated data used to

manufacture the goods remains the sole Intellectual Property of the Seller

Changes and Cancellations

a. Orders are not subject to change or cancellation by the Purchaser other than with the prior written consent of the Company on the letter head signed by Managing Director/ Finance Manager.

b. In the event of cancellation or change to an order by the Purchaser, the Purchaser shall accept all completed Goods and all WIP Goods in process at full price. In addition the Purchaser shallreimburse the Seller for any loss on materials, tooling or other items purchased, for the purpose of fulfilling the order.

c. Where the order is cancelled prematurely or the Purchaser shall fail to place orders in the quantities and in the time schedule for orders on which the Company based the pricing in the Contract, the company shall remap the matrix pricing to reflect the actual quantity of Goods delivered to the Purchaser. The Purchaser shall thereafter pay to the company such sum as shall represent the difference between the aggregate original matrix pricing unit cost and the aggregate actual matrix pricing unit cost for all Goods delivered to the Purchaser.

For istrom Technologies

PROFORMA INVOICE

BHARAT SURGICAL CO.
MALAD WEST, MUMBAI 64
GST:27ADFPA5321C1ZA
Date: 27/9/2022
Invoice No : 426

CUSTOMER

M/s.Dhanvantra Health Care Private Limited
Dr.Radhakrishnan Salai,
Mylapore - Chennai - 600 004.
GST:

	LAPROSCOPY INSTRUMENTS				
S.No	**PRODUCTS**	**Size**	**Qty**	**Rate**	**Amount**
1	Grasper And Dissector With Fiber Handle	5mm	1	2500	2500
2	Apple washer	5mm	1	50	50
3	Apple washer	10mm	1	110	110
4	Aspiration	5mm	1	650	650
5	Vasporation needle		1	2800	2800
6	Bessenger Type Bipolar Insert Only		1	3500	3500
7	Bessenger Type Bipolar Detachable		1	6125	6125
8	Bipolar Forceps X or U Handle **(Flat or**	5mm	1	3500	3500
9	Bipolar Hook	5mm	1	1750	1750
10	Bipolar Maryland or Ruby or Fenestrated or	5mm	1	3750	3750
11	Bipolar Forcep Nonstick Orange/Black IMP		1	5250	5250
12	Open Bipolar Forcep **(INDIAN)**		1	1400	1400
13	Open Bipolar Forcep **(IMPORTED)**		1	2100	2100
14	Blunt Pilot 10mm & 5mm		1	700	700
15	Butterfly		1	400	400
16	Claw	10mm	1	2500	2500
17	Clip App 10mm with 3 long Insert		1	5500	5500
18	Clip Applicator	5mm	1	5250	5250
19	Clip applicator S/A with long shaft	10 mm	1	8750	8750
20	Clip Applicator 90°		1	7000	7000
21	Clip Applicator S/A LT 300,400		1	6125	6125
22	Clip Applicator Set of 3 special short jaws	10mm	1	6125	6125
23	Endo Knife	5mm	1	2800	2800
24	Endo Knife	10mm	1	2800	2800
25	Endo Trainner Body only		1	17500	17500
26	Endo Trainner Grasper With Handle		1	1750	1750
27	Endo Trainner Needle Holder		1	3500	3500
28	Endo Trainner Scissors With Handle		1	1925	1925
29	Fan Retractor Simple	5mm	1	2200	2200
30	Fan Retractor Simple	10 mm	1	2200	2200

31	Fan Retractor With Elevation 3 blade	10mm	1	5250	5250
32	Fan Retractor With Elevation Full Metal	5mm	1	6125	6125
33	Fan Retractor With Elevation Full Metal	10mm	1	7000	7000
34	Fan Retractor With Elevation Three Blades	5mm	1	4550	4550
35	Flip Top Plastic	11-	1	130	130
36	Flip Top sp silicon		1	260	260
37	Flip Top Reducer Metal		1	780	780
38	Grasper with Fiber handle and black sleeve	10 mm	1	3150	3150
39	Grasper with shaft	5 mm	1	1140	1140
40	Grasper with handle Single action	5mm	1	2275	2275
41	Grasper with Handle **(Storz Type)**	5mm	1	3675	3675
42	Grasper with Handle **(Storz Type)**	3mm	1	4025	4025
43	Handle Rachet & Plain		1	950	950
44	Handle **(Storz Type)**		1	1750	1750
45	Hassan cone	11mm	1	2100	2100
46	Hassan cone	5 mm	1	1750	1750
47	Hydrosis Trocar	11mm	1	9200	9200
48	Knot Pusher	5mm	1	450	450
49	Knot Pusher With Cutter		1	1400	1400
50	Knot Pusher With Reducer	3mm	1	700	700
51	Liver Retractor L Shape		1	11375	11375
52	Liver Retractor 90 Degree		1	11800	11800
53	Liver Retractor Snake Type	5mm	1	12650	12650
54	Liver Retractor Snake Type	10mm	1	17500	17500
55	Nathanson retractor RIGID		1	21000	21000
56	Nathanson retractor Flexible with 3 hooks & Scoope holder		1	35000	35000
57	Luer Lock with Stopcock		1	525	525
58	Mayo Mayotomy		1	1400	1400
59	Mini Lap Graspers		1	2100	2100
60	Mini Lap Graspers Blue Handle		1	2450	2450
61	Monopolar hook & Spatula	3 mm	1	600	600
62	Monopolar Hook or Spatula Special	5mm	1	1050	1050
63	Monopolar Hook or Spatula **Ceramic**		1	2625	2625
64	Nanded Needle		1	1100	1100
65	Needle Holder Ethicon Type SP Golden		1	5600	5600
66	Needle Holder Ethicon Type TC Tip (any	5mm	1	4375	4375
67	Needle Holder Ethicon Type TC Tip	5mm	1	8750	8750
68	Needle Holder Ethiocn type SP Black Handle		1	5600	5600
69	Needle holder ethioon type TC	3 mm	1	5250	5250
70	Needle Holder Storz Type TC Tip (any type)	5mm	1	4900	4900
71	Needle holder storz Type TC Tip (any	5mm	1	9625	9625
72	**Needle Holder Ring Handle**	**5mm**	**1**	6125	6125
73	Open Clip Applicator 7"		1	2100	2100
74	Open Clip applicator 9" long		1	2275	2275

75	Plastic Trocar	5mm	1	800	800
76	Plastic Trocar	10mm	1	1150	1150
77	Plastic Trocar with Metal cannula	3mm	1	1300	1300
78	Port Closure Aluminium Handle New Type		1	1925	1925
79	Port Closure Ring Handle plastic		1	1575	1575
80	Port Closure Forceps Type or hook type		1	1500	1500
81	Port Closure reg		1	1400	1400
82	Port Cone plastic		1	450	450
83	Port Cone Metal		1	1300	1300
84	Port dailator		1	1225	1225
85	Protection Tube	10mm	1	1300	1300
86	Protection Tube	5mm	1	1300	1300
87	Protection Tube	4mm	1	2100	2100
88	Protection Tube URS		1	1575	1575
89	Puncher		1	400	400
90	Puncher with cock		1	600	600
91	Reducer Metal 10/5, 5/3,7/5	Any	1	350	350
92	Reducer Metal 15/10, 20/10	Any	1	700	700
93	Safety Trocar	11mm	1	2100	2100
94	Safety Trocar	5.5mm	1	2100	2100
95	Scissors Double Action Straight or Curved	5mm	1	3000	3000
96	Scissors with shaft	5 mm	1	1500	1500
97	Scissor with Handle Single action	5mm	1	2450	2450
98	Scissors with Handle **Storz Type**	5mm	1	4025	4025
99	Scissors with Handle **Storz Type**	3mm	1	4200	4200
100	Silicon Oil (50ml)		1	130	130
101	Spoon	10mm	1	2450	2450
102	Suction Connectors	5,10m	1	400	400
103	Suction Connectors Rotatable	5,10m	1	400	400
104	Suction Irrigation Cannula Thumb Control	10-	1	3200	3200
105	Suction Irrigation Cannula Thumb Control	5mm	1	2500	2500
106	Suction Irrigation Cannula Trumpet Type	10-	1	4025	4025
107	Suction Irrigation Cannula Trumpet Type **sp**	10-	1	5250	5250
108	Suction Irrigation Cannula Trumpet Type	5mm	1	3675	3675
109	STATANSKY CLAMP ring handle	10mm		7875	0
110	Trocar Cannula Flap	11mm	1	3500	3500
111	Trocar Cannula Flap	5.5mm	1	3150	3150
112	Trocar Cannula Flap	7mm	1	3150	3150
113	Trocar Cannula Multifunction	11mm	1	3850	3850
114	Trocar Cannula Multifunction	5.5mm	1	3500	3500
115	Trocar Chanula Multifunction SS BODY	12mm	1	5700	5700
116	Trocar Chanula Multifunction SS BODY	15mm	1	6562.5	6562.5
117	Trocar Chanula Multifunction SS BODY	20mm	1	7875	7875
118	Trocar multifunction Spiral	5mm	1	3850	3850
119	Trocar multifunction Spiral	10mm	1	4200	4200

120	Trocar Multifunction ss body sp	5mm/1	1	4375	4375
121	Trocar Promise Type/Om Type	5mm/1	1	3850	3850
122	Trocar Multifunction ss body **Storz type**	5mm/1	1	14000	14000
123	Trocar Multifunction **Storz Type Satin Finish**	5mm/1	1	4800	4800
124	APPLE TROCAR ORIGINAL	5mm/1	1	12250	12250
125	Trocar **MAGNETIC**	5mm/1	1	4025	4025
126	Varees	Any	1	900	900
127	Vessel Sealer With Cutter	5mm	1	5250	5250
128	Vessel Sealer With Golden Tip	5mm	1	5700	5700
129	Vessel Sealer Handle Only		1	1750	1750
130	Washers	Any	1	25	25
	UROLOGY INSTRUMENTS				
S.No	**PRODUCTS**	**Size**	**Qty**		
1	Alex bottle		1	1400	1400
2	Bipolar electrode		1	2800	2800
3	Bulldog Clip Applicator		1	13125	13125
4	Cold knife Monopolar Single stem		1	1050	1050
5	Coline Knife Monopolar Single stem		1	1050	1050
6	Cutting Loop Monopolar Single stem		1	1050	1050
7	Cutting loop Bipolar Double Stem		1	2275	2275
8	Damru Washer		1	30	30
9	Uretral Female Dialator Set of 12 with		1	7350	7350
10	Uretral Male Dialator Set Of 12 Without		1	6125	6125
11	Hegrove Dialator Set of 4		1	3150	3150
12	Hemo Clip Applicator	10mm	1	7000	7000
13	Hemo Clip Applicator	5mm	1	6500	6500
14	Inner Outer Sheath SS	4mm	1	21000	21000
15	Inner Outer Sheath SS	2.9mm	1	24500	24500
16	Litho Sheath		1	5700	5700
18	Optical Biopsy		1	8300	8300
19	Otis Knife Box type		1	12700	12700
20	Otis Knife Reg		1	12250	12250
21	Oties Knife Only		1	800	800
22	S. Dialator set of 10		1	3850	3850
23	Stone Crushing Forceps		1	10500	10500
24	Stone punch **Satin Finish Brass**		1	19250	19250
25	Stone punch SS		1	22750	22750
26	Suprapubic Trocar	Any	1	800	800
27	URS 3FR Biprong		1	2800	2800
28	URS 4 FR Biprong		1	2100	2100
29	URS 5 FR Biprong		1	2100	2100
30	URS Triprong Grasper 3, 4, 5 FR		1	1925	1925

31	VIU Sheath 21FR		1	7875	7875
32	Working Element Double Stem	4mm	1	22750	22750
33	Working Element Single Stem	4mm	1	21000	21000
34	Working Element Bipolar with extra fitting	4mm	1	22750	22750
35	Working Element	2.9	1	24500	24500
36	Working Element laser		1	31500	31500
37	Y Connectors		1	400	400
	HYSTERSCOPY INSTRUMENTS				
S.No	**PRODUCTS**	**Size**	**Qty**		
1	Batuchi Sheath	4 mm	1	7875	7875
2	Batuchi Sheath	2.9 mm	1	8750	8750
3	Dignostic Sheath Double Channel Rotatable		1	4900	4900
4	Dignostic Sheath Simple	4mm	1	2275	2275
5	Dignostic Sheath Single Channel Rotatable		1	3500	3500
6	Dignostic Sheath Simple	2.9	1	2800	2800
7	Dignostic Sheath **SS**	2.9	1	6500	6500
8	Hysteroscopy Grasper Riged - Aligator		1	2100	2100
9	Hysterscopy Bipolar electrode		1	2800	2800
10	Hysteroscopy Monopolar Electrode		1	1575	1575
11	Hysteroscopy Sicssors Rigied		1	2275	2275
12	Hysteroscopy Grasper - Aligator Rotatable		1	2625	2625
13	Hysteroscopy Sicssors Rotatable Semi Rigid		1	2800	2800
14	Medex Pressure Bag		1	9625	9625
15	OPERATIVE SHEATH	4mm	1	7350	7350
	CYSTERSCOPY INSTRUMENTS				
S.No	**PRODUCTS**	**Size**	**Qty**		
1	Cysterscopy Flexible Graspers or Biopsy 7		1	2625	2625
2	Cysterscopy Flexible Scissor 7 FR		1	2800	2800
3	Cysterscopy Sheath 17,19,20,21,22 & 25FR		1	5950	5950
4	Double Channel Bridge		1	6125	6125
5	PCNL Dialator		1	2800	2800
6	PCNL Forceps	Any	1	1500	1500
7	PCNL Probe			875	0
8	Single channel bridge		1	4725	4725
9	Visual Obtulator **Satin Finish**		1	6125	6125
10	Visual Obtulator **SS**		1	9625	9625

	GYNAECOLOGY INSTRUMENTS				
S.No	**PRODUCTS**	**Size**	**Qty**		
1	Bi Clamp Fine		1	5250	5250
2	Bi Clamp Metal		1	5250	5250
3	CCL BALL		1	1050	1050
4	Marva Manipulator		1	2275	2275
5	Myoma Screw **Sp**	5mm	1	1050	1050
6	Myoma Screw **Sp**	10mm	1	1750	1750
7	Pcod	5mm	1	1575	1575
8	RE Cannulation Set		1	2800	2800
9	Ring Band Aplicator single punchure		1	5250	5250
10	Ring Band Aplicator Sp SS	7mm	1	4550	4550
11	Ring Band Applicator Regular Storz Type		1	3500	3500
12	Tenaculum for Mosulator	12 mm	1	6125	6125
13	TOT Needle Each		1	800	800
14	Uterine Manipulator Storz Type Full set	10mm	1	15750	15750
15	Uterine Manipulator V Type Purundary	10"	1	2275	2275
16	Uterine Manipulator V Type Purundary	14"	1	2625	2625
17	Uterine Manipulator With Dye Injector OM		1	7000	7000
18	Uterine Manipulator with dye Injector valsulum type (Hulka)		1	2275	2275
19	Uterine Manipulator Sukhadia type		1	4375	4375
20	Uterine Manipulator Mangeshkar Type Full	10mm	1	7000	7000
21	Mangeshkar Manipulator Cup Set Only		1	3000	3000
22	Mangeshkar Manipulator without Cup		1	4000	4000
23	Mangeshkar Manipulator without		1	5250	5250
24	Vagional Tube With Telflon		1	1300	1300
	CABLES				
S.No	**PRODUCTS**	**Size**	**Qty**		
1	Bi Clamp Cable		1	800	800
2	Bipolar Cable		1	700	700
3	Bipolar LT Cable		1	1575	1575
4	Bipolar Martin Cable		1	1750	1750
5	Bipolar Storz Cable		1	1750	1750
6	Bipolar Cable **(WOLF TYPE)**		1	2100	2100
14	Bipolar Cable **(VALLEYLAB TYPE)**		1	1750	1750
7	Monopolar Cable		1	525	525
8	Silicon Tube 8mm x 14mm	10 mm	1 Meter	350	350
9	Silicon Tube 6mm X 11mm	5 mm	1 Meter	250	250
10	TURP Bipolar L Shape Cable Double Stem		1	2100	2100
11	TURP Cable Single Stem Monopolar		1	1137.5	1137.5

12	TURP Cable extra fitting		1	1575	1575
13	TURP Monopolar L Shape Cable Double		1	1575	1575
	EQUIPMENT & ACCESSORIES				
S.No	**PRODUCTS**	**Size**	**Qty**		
1	Android Endo Trainner Body		1	6125	6125
2	Cleaning brush set of 5		1	250	250
3	Cautary Machin advance metal body (400		1	70000	70000
4	Co 2 Insufaltor 30ltr Metal Body Advance		1	70000	70000
5	CIDEX TRAY UROLOGY (PLASTIC)		1	9625	9625
6	CIDEX TRAY LAP (PLASTIC)		1	7875	7875
7	CIDEX TRAY SS 21"X 8" X 4"		1	13125	13125
8	AUTOCLAVE TRAY 21" X 8" X 4"		1	13125	13125
9	Endo Bag with String		1	4375	4375
10	Endo Bag without String		1	2275	2275
11	Endo Bag ring Handle		1	3850	3850
12	Ethox Bag	500ml/	1	2800	2800
13	Fiber Optic Cable		1	6500	6500
14	FORMALINE CHAMBER 23 X 10 X 10 3 tray		1	14875	14875
15	FORMALINE CHAMBER 26 X 10 X 10 3 tray		1	16625	16625
16	FORMALINE CHAMBER 26 X 10 X 10 4 tray		1	17500	17500
17	FORMALINE CHAMBER 26 X 10 X 12 3 tray		1	18375	18375
18	FORMALINE CHAMBER 26 X 12 X 12 3 TRAY		1	19250	19250
19	FORMALINE CHAMBER 26 X 12 X 15 3 TRAY		1	20125	20125
20	FORMALINE CHAMBER 26 X 12 X 12 4 TRAY		1	21000	21000
21	FORMALINE CHAMBER 32"		1	21875	21875
22	**FORMALINE CHAMBER (ACRALIC BODY) 23 X 8**		1	6125	6125
23	**FORMALINE CHAMBER (ACRALIC BODY) 23 X**		1	7000	7000
24	**FORMALINE CHAMBER (ACRALIC BODY) 26 X 8**		1	7875	7875
25	**FORMALINE CHAMBER (ACRALIC BODY) 26 X**		1	8750	8750
26	Hemo clip (Cartridge)	10mm	1	2100	2100
27	Hemo clip (Cartridge)	5mm	1	2100	2100
28	LED Light Source		1	49000	49000
29	Liga clips 100,200		1	450	450
30	Liga clips 300,400		1	525	525
31	Patient Plate double colour		1	1750	1750
32	Patient Plate only		1	1300	1300
33	Patient Plate with cable		1	2100	2100
34	Stapler Remover		1	800	800
35	Telescope 4mm 30degree (china)		1	60000	60000
	TOTAL				**1576030**
	GST 12 %				**189123.6**

	TOTAL AMOUNT				1765153.6

BANK DETAILS: ICICI BANK					
Account No : 333705500214					
IFSC CODE : ICIC0003337					

PAYMENT TERMS: 100% ADVANCE
DISPATCH TIME: 5 DAYS
MODE OF TRANSPORT: AIR
WARRANTY: 12 MONTHS

varian
A Siemens Healthineers Company

Varian Medical Systems
International India Pvt. Ltd.

No.75,77,79, 1st floor
Lohmanradhri Towers
Pantheon Road, Egmore
Chennai Branch - 600008
India

Phone +91-44-4900 5000
Fax +91-44-4900 5009

varian.com
CIN: U74990MH2009PTC195575

26th August 2022

The General Manager,
M/s. Dhanvantra Health Care Private Limited
Dr. Radhakrishnan Salai,
Mylapore - Chennai - 600 004.
Tamil Nadu
India

Respected Sir,
In continuation to your mail dated 26th August 2022, we have quoted state of the art **TOP PREMIUM END** Linear Accelerator **TrueBeam® v2.7** As per your requirement

I request you **to facilitate a technical discussions with your consultant doctors/ physicist to finalise the configuration. So that I can involve my management to discuss the commercials.**

Varian will be honored to work with Dhanalakshmi Srinivasan MC&H as the first Private Medical College in Tamil Nadu bring the most advanced, futuristic Linear accelerators and deliver world-class treatment to the patients who come to your hospital.

Warm regards,
For Varian -A Siemens Healthineers Company

Gerard Magesh Joseph
Regional Sales Manager – PMC Markets
M +91.9845022213

ETHOS
THERAPY

TrueBeam® v2.7 Top Premium End Linear Accelerator

Sl. No.	Description	Qty
1	**TrueBeam® v2.7 latest Top Premium End Linear Accelerator**	
1.a	**TrueBeam® v2.7** Base System 120 Leaf MLC Treatment delivery system supporting X-Ray treatment delivery. Includes 120 leaf MLC with dual independent jaws, enhanced dynamic wedge, 6 MV X-ray treatment energy, 43 cm x 43 cm MV imager for radiographic, cine, and integrated imaging, Motion View CCTV camera system, treatment console with integrated audio and video systems, back pointer lasers, front pointer set and upper port film graticule to support basic quality assurance	1
1.b	Photon Flat Energy 6MV, 10MV and 15MV with highest dose rate of 600MU/min	1
1.c	Photon Unflat Energy 6FFF with highest dose rate of 1400 MU/min	1
1.d	Photon Unflat Energy 10FFF with highest dose rate of 2400 MU/min	1
1.e	Electron Energy 6MeV, 9Mev, 12MeV, 15MeV and 18MeV with highest dose rate of 1000 MU/min	1
1.f	IGRT Couch Top Image Guided RadioTherapy (IGRT) carbon fiber treatment couch top, free of metal or other radiation-opaque materials	1
1.g	4DoF Fully integrated 4-Degrees of Freedom (4DoF) couch system.	1
1.h	High Dose Total Skin Electron energy 6 MeV HDTSE with highest dose rate of 2500 MU/min	1
1.i	RapidArc® Treatment Delivery RapidArc® Treatment Delivery is a volumetric modulated arc treatment delivery technique. **Features:** • Simultaneous modulation of MLC aperture shape, beam dose rate, and gantry angle and rotation speed during beam delivery. • Supports dynamic jaw tracking and collimator rotation with supporting treatment planning system.	1
1.j	kV Imaging System kV Imaging system, providing 2D radiographic and fluoroscopic and 3D CBCT imaging capability	1
1.k	CatPhan Phantom Phantom for measuring CBCT image contrast, spatial resolution, and uniformity. Features:	1
1.l	Supp. Phantom Kit Supplemental imaging phantom kit for measuring resolution and contrast of kV and MV imaging systems.	1

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1.m	Vertical LAP Apollo Green Room Laser Kit LAP Apollo Green Room Laser Kit for patient alignment with Vertical Remote-Controlled Sagittal Line Laser. Features: • 1 Apollo Green Remote-controlled Ceiling Crosshair Laser • 2 Apollo Green Remote-controlled Lateral Crosshair Lasers • 1 Apollo Green Vertical Remote-Controlled Sagittal Line Laser	1

2	**UPS, CHILLER and LMO for LINAC Only**	1

3	**ECLIPSE Advanced Treatment Planning system**	
3.a	RapidArc Planning Primary Eclipse™ RapidArc® Planning supports dynamic arc treatments produced through volumetric dose optimization to generate intensity modulated dose distributions in optimized arcs.	1
3.b	Eclipse Advanced Planner Desktop Features: • Contouring and Image Registration Tools • 2D & 3D Photon Dose Calculation • 4D Planning & Image Support • 2D and 3D Brachytherapy Dose Calculation • Conformal Arc Planning • IMRT Planning • Eclipse Scripting API • DICOM RT/ DICOM Print	1
3.c	Eclipse Physicians' Desktop Features: • Contouring and Image Registration Tools • 4D Planning & Image Support • Deformable Image Registration • Eclipse Scripting API • DICOM RT/ DICOM Pint	1
3.d	Eclipse Calculation Workstation	1
3.e	Eclipse Non-Calculation Workstation	1
3.f	23” LCD Monitor	2

4	**ARIA 64 Bit Digital Oncology Information system**	
4.a	ARIA RO Smart Space	2
4.b	ARIA Disease Mgmt Smart Space	1
4.c	ARIA Oncology Imaging Smart Space	2
4.d	ARIA T-Box	1

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5.	**ARIA Hardware**	
5.a	Application Workstation, Excl Monitor	2
5.b	23" LCD Monitor	2
5.c	A4 B&W Network Laser Printer	1
5.d	Digital Camera	1

6	**Hardware- Servers, Backup**	
6.a	Large Combo Server – Rack Not Included	1
6.b	Utility Server – Rack Not Included	1
6.c	Dell 24U Cabinet, Monitor, Keyboard, UPS	1
6.d	Tape Backup Device	1

TrueBeam® v2.7 :US$ 3500,000 (US Dollars Three Million Five Hundred Thousand Only)

7	**Varian's In- House, Unique Value Proposition**	**Price in US$**
7.a	Advanced Resp Motion Mgmt. Sys + VCD (Linac Side)	175,000
7.b	Low-X Imaging Energy	50,000
7.c	Triggered Imaging	30,000
7.d	4D CBCT Imaging Package	75,000
7.e	Gated CBCT License	75,000
7.f	Iterative CBCT (iCBCT)	125,000
7.g	Delta Couch Shift	45,000
7.h	PerfectPitch 6DoF Couch	225,000
7.i	HyperArc Treatment Delivery Capability	750,000
7.j	HyperArc Planning	
7.k	Integrated Collimator Verification & Interlock System (ICVI)	300,000
7.l	Eclipse Cone Planning Package	
7.m	Portal Dosimetry Package	75,000
7.m	Trade Off Exploration in Multi-Criteria Optimization (MCO)	175,000
7.n	RapidPlan Knowledge Based Planning	175,000
7.o	SmartSegmentation Knowledge Based Contouring	75,000
7.p	GPU Workstation	25,000
7.q	RGSC + VCD Wall/Couch mounted (CT side)	175,000

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Terms & Conditions of Sale

PRICES:

Prices are quoted as per INCOTERMS 2020, CIP Chennai and / or Ennore and or/ any Indian airport and do not include VAT, Customs duty or any other taxes/charges. Prices shall not be subject to change provided a clean order is received within the validity period of this quotation and shipment can be made within 12 months of receipt of clean order and installation can be completed within 6 months from date of shipment.

Should shipment or installation not be possible within this period because of delay on part of the customer, Siemens Healthineers reserves the right to change the prices.

Import Licenses from AERB should be obtained by the customer before shipment of the Equipment

Price are quoted in US Dollars

SOFTWARE LICENSES

All System Application and Operating Software (the Software) is the property of Varian- A Siemens Healthineers Company. Varian - A Siemens Healthineers Company has sole and exclusive ownership of all rights, title, interest in and to the Software, and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges granted by Varian - A Siemens Healthineers Company or granted to Varian - A Siemens Healthineers Company by third parties.

Upon entering a contract based upon this Quotation, Varian - A Siemens Healthineers Company grants to customer a limited, non-exclusive and non-transferable perpetual license to use the Software under the following restrictions.
- In no event shall the number of workstations having access to the Software exceed one, unless otherwise stated on this quotation.

- This software license does not provide customer with title to or ownership of the Software, but only a right of limited use.

Customer to keep the Software free and clear of all claims, liens and encumbrances.

Customer agrees not to attempt to decompile, reverse engineer or otherwise produce a source code statement of the Software. Customer further agrees to refrain from modifying the software.

PERMISSION

Herewith we do inform the possible owner or operator, that the quoted equipment may require a special permit to be operated.

It is in the responsibility of the possible owner or operator of this equipment to request the correct license from the respective authority.

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INSTALLATION AND SITE PREPARATION
Customer will be responsible for having the building, utilities, lighting, ventilation, air conditioning, mounting facilities, all necessary radiation shielding, and access to the room, including removal and disposal or other disposition of any existing linear accelerator, simulator, or similar and related equipment, completed on the estimated delivery date and ready for installation of the Products. Varian - A Siemens Healthineers Company shall have no financial or legal responsibility for such work.
If through no fault of Siemens Healthineers, the product is not installed within Twelve (12) months after delivery, installation will be performed on a paid service basis.

PRODUCT REMOVAL
After completion of installation of the Products, customer shall be responsible for all costs and obligations associated with removing any Product from use, including those associated with recycling or disposal of the Product, unless such services are expressly covered by any support agreement or Warranty.

DELIVERY CONDITIONS
Shipment ex works within 6 months from receipt irrecoverable confirmed and acceptable Letter of Credit as per Siemens Healthineers guidelines. In addition, customer should provide Siemens Healthineers the valid Import Authorization certificate from AERB 2 months prior to shipment ex works.

Shipment by Sea and or Air freight

INCOTERMS 2020, CIP Chennai and / or Ennore and or/ any Indian airport
All delivery, installation and warranty times quoted are subject to customer meeting Siemens Healthineers' requirements for order placement, payment arrangements and site preparations.

We understand that currently there is global supply chain disruptions due to shortage of shipping containers, congestion at seaports. Siemens Healthineers shall endeavor to ship the equipment from the factory within six (6) months for TrueBeam from the date of receipt of the Clean and confirmed Letter of credit in favor of Siemens Healthineers and also the required AERB approval wherever applicable and permissions from any concerned authority etc. or clear site with power, whichever is later.
Siemens Healthineers shall, in good faith, make every effort to ship the equipment from the port at the earliest to meet the committed delivery period. However, Siemens Healthineers shall not be liable for delay in transportation on account of non-availability of cargo carriers, containers, clogging of containers at ports or for any reason related to present situation as mentioned hereinabove and any claims, including but not limited to liquidated damages, on account thereof.

WARRANTY
The period of warranty included is 12 months from the date of installation and signing of acceptance report as per CAP (Customer Acceptance Protocol) or 18 months from the date of shipment whichever is earlier.

INSURANCE
Siemens Healthineers will provide insurance coverage including transit insurance from warehouse to Hospital site and shall be valid up to and shall be valid up to 120 days from the shipment date.

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PAYMENT TERMS
100% payment through irrevocable and confirmed Letter of Credit as per Siemens Healthineers guidelines which will be payable 100 % at sight against shipping documents

All Bank charges for opening the irrevocable Letter of Credit in India will be borne by the Hospital and any charges outside India will be borne by Siemens Healthineers.

CUSTOM DUTY
- All Customs duties and taxes to be paid by customer directly on actual at time of Customs Clearance with all accessories and spare parts.
Customs clearance charges and transportation charges from Indian seaport to the Hospital site will be borne by the customer.

VALIDITY
16th Sep 2022.

AERB Rules & Regulations:
It is the Customer's responsibility to follow and abide by the rules and regulations laid down by AERB (Atomic Energy Regulatory Board), Mumbai. customer is responsible to obtain necessary approvals from AERB for Site plan drawings, Import Authorization for importing equipment and any other approvals/certifications as maybe required.
VMS can and will not be held responsible for any such violation by customer in following rules and regulations issued by AERB.

Warm regards,
For Varian -A Siemens Healthineers Company

Gerard Magesh Joseph
Regional Sales Manager – PMC Markets
M +91.9845022213

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SIEMENS Healthineers

Mammomat Inspiration- Digital Mammography system

Dhanvantra Healthcare (P) Ltd

Dear Sir/Madam,

Greetings from Siemens Healthcare!
Thank you very much for showing your interest in our Healthcare Solutions. We would be happy to be part of your business success path. In continuation to our discussion, please find enclosed proposal based on your requirement. The offered solution is effective from the date of this proposal to the validity mentioned terms & conditions, unless agreed otherwise in writing.
We trust that the proposal meets your requirements. Should you require any further assistance, please do not hesitate to contact us.

Looking forward to receive your valuable order soon!

Yours Sincerely
Siemens Healthcare Pvt. Ltd.

Chackochan PT

Digitally signed by Chackochan PT
DN: cn=Chackochan PT, c=IN, email=chackochan.pt@siemens-healthineers.com

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Siemens Healthcare Private Limited

WE CAN BE REACHED 24X7 on CUSTOMER CARE CENTER TOLL FREE NO. 1800 419 7477.

Unit No. 9A, 9th Floor, North Tower, Godrej One,
Pirojshanagar, Eastern Express Highway,
Vikhroli East, Mumbai – 400 079 India
Tel.: +91 (22) 3370 0600

Registered Office: Unit No. 9A, 9th Floor, North Tower, Godrej One, Pirojshanagar, Eastern Express Highway, Vikhroli East, Mumbai – 400 079, India.
Corporate Identity number: U74999MH2015PTC264859;
Tel.: +91 (22) 3370 0600; Fax +91 (22) 3370 0604; Toll free: 1800 209 1800
Email: hc_contact.india@siemens.com; Website: www.siemens.co.in/healthcare
Sales office: Ahmedabad, Bangalore, Bhopal, Chandigarh, Chennai, Coimbatore, Gurgaon, Hyderabad, Jaipur, Kochi, Kolkata, Lucknow, Mumbai, Nagpur, Patna, Pune.

SIEMENS Healthineers

Shaping the future of healthcare

At Siemens Healthineers, our purpose is to enable healthcare providers to increase value by empowering them on their journey towards expanding precision medicine, transforming care delivery, and improving patient experience, all enabled by digitalizing healthcare.

An estimated 5 million patients globally benefit every day from our innovative technologies and services in the areas of diagnostic and therapeutic imaging, laboratory diagnostics and molecular medicine, as well as digital health and enterprise services.

We are a leading medical technology company with over 170 years of experience and 18,000 patents globally. Through the dedication of more than 48,000 colleagues in over 70 countries, we will continue to innovate and shape the future of healthcare.

SIEMENS Healthineers

MAMMOMAT Inspiration for screening

Relevant Items

Item Nr.	Part Nr.	Item Description	Qty
		MAMMOMAT Inspiration for screening	
1	14449034	MAMMOMAT Inspiration	1
2	14448945	Acquisition Workst. Tomo RoW VB60	1
3	14409950	Tomo compr. plate 25x36 h Insp	1
4	14404859	Standard compr. plate 18x24 l Insp	1
5	14404867	Standard compr. plate 24x30 l Insp	1
6	14404862	Detail compress. plate 9x9cm Insp	1
7	14404893	Footsw. for rel. of radiation Insp	1
8	14418353	Enlargement add-on 1.5 Insp	1
9	14418354	Compression plates kit 1.5/1.8 Insp	1
10	14409855	3MP High Resolution TFT Display I	1
		AIRC / teamplay	
11	14439863	teamplay platform user registration	1

SIEMENS Healthineers

Local Bought Outs

Relevant Items

Item Nr.	Part Nr.	Item Description	Qty
		Local Bought Outs	
1	IN999999	UPS 10 KVA with 15 minutes back up	1
2	IN999999	Dual Head Barco Monitors	1
3	IN999999	Mammography Workstation	1

Total Price (Gross) **Rs: 2,50,000,00.00/-**

INR: Two Crore Fifty Crore Only

SIEMENS Healthineers

Wide Bore 3T MRI

Dhanvantra Health Care (P) Ltd

Dhanvantra Health Care (P) Ltd
Dr Radhakrishnan Salai
Mylapore, Chennai- 600 004
Tamil Nadu ,IN

Name	Chackochan PT
Mobile	+91 8148772120
E-Mail	chackochan.pt@siemens-healthineers.com
Date	26-08-2022

Preliminary Proposal

Dear Sir/Madam,

Greetings from Siemens Healthcare!
Thank you very much for showing your interest in our Healthcare Solutions. We would be happy to be part of your business success path. In continuation to our discussion, please find enclosed proposal based on your requirement. The offered solution is effective from the date of this proposal to the validity mentioned terms & conditions, unless agreed otherwise in writing.
We trust that the proposal meets your requirements. Should you require any further assistance, please do not hesitate to contact us.

Looking forward to receiving your valuable order soon!

Yours Sincerely
Siemens Healthcare Pvt. Ltd.

Chackochan PT

Digitally signed by Chackochan PT
DN: cn=Chackochan PT, c=IN, email=chackochan.pt@siemens-healthineers.com

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Siemens Healthcare Private Limited

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Unit No. 9A, 9th Floor, North Tower, Godrej One,
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Tel.: +91 (22) 3370 0600

Registered Office: Unit No. 9A, 9th Floor, North Tower, Godrej One, Pirojshanagar, Eastern Express Highway, Vikhroli East, Mumbai – 400 079, India.
Corporate Identity number: U74999MH2015PTC264859;
Tel.: +91 (22) 3370 0600; Fax +91 (22) 3370 0604; Toll free: 1800 209 1800
Email: hc_contact.india@siemens.com; Website: www.siemens.co.in/healthcare
Sales office: Ahmedabad, Bangalore, Bhopal, Chandigarh, Chennai, Coimbatore, Gurgaon, Hyderabad, Jaipur, Kochi, Kolkata, Lucknow, Mumbai, Nagpur, Patna, Pune.

SIEMENS Healthineers

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An estimated 5 million patients globally benefit every day from our innovative technologies and services in the areas of diagnostic and therapeutic imaging, laboratory diagnostics and molecular medicine, as well as digital health and enterprise services.

We are a leading medical technology company with over 170 years of experience and 18,000 patents globally. Through the dedication of more than 48,000 colleagues in over 70 countries, we will continue to innovate and shape the future of healthcare.

SIEMENS Healthineers

MAGNETOM Lumina

Relevant Items

Item Nr.	Part Nr.	Item Description	Qty
		MAGNETOM Lumina	
1	14470850	MAGNETOM Lumina - System	1
2	14460161	MR General Engine #BM	1
3	14456321	Brain Dot Engine #Am,Se,Vi,So,Lu,Al	1
4	14461775	DotGO Routine Package #NX	1
5	14441748	Quiet Suite #T+D	1
6	14460162	Tim Whole Body Suite #NX	1
7	14460227	Tim Planning Suite #BM	1
8	14456329	syngo TimCT FastView #BM	1
9	14460160	Advanced Diffusion #NX	1
10	14456327	WARP & Advanced WARP	1
11	14456323	Inline Composing syngo	1
12	14475338	syngo Expert-i XA31	1
13	14470836	Tim [180x32] XK-Gradient #Lu	1
14	14468981	Coil Package Tim [180x32] #3T	1
15	14468946	BioMatrix Technology #Al,Lu	1
16	14461718	BioMatrix Respiratory Sensors#Al,Lu	1
17	14470794	BioMatrix SliceAdjust #BM	1
18	14470837	BioMatrix Table #Lu	1
19	14470796	BioMatrix Select & GO #Al,Lu	1
20	14461716	Pure White Design #Lu	1
21	14456270	PC Keyboard US English #NX	1
22	14475291	SW syngo MR XA31A	1
23	14460167	syngo.MR Neuro Perfusion #MR	1

Item Nr.	Part Nr.	Item Description	Qty
24	14402527	SWI #Tim	1
25	14461562	PCASL #NX	1
26	14416965	Arterial Spin Labeling 3D #T+D	1
27	14409198	NATIVE syngo	1
28	14405328	TWIST syngo #Tim	1
29	08464740	Flow Quantification #Tim	1
30	14468937	Spectroscopy Package #BM	1
31	14441803	Body 6 #3T	1
32	14416952	Coil Storage Cart #T+D,Ez	1
33	14456277	PC Keyboard US English #NX	1
34	14416975	Eco Chiller 60kW	1
		MR Console Tables and Containers	
35	14407258	MR Workplace Table 1.2m	1
36	14407261	MR Workplace Container, 50cm	1
		RF cabins MAGNETOM systems and Biograph mMR	
37	14441876	RF-Cabin, Steel	1
		AIRC / teamplay	
38	14439863	teamplay platform user registration	1

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Local Bought Outs

Item Nr.	Part Nr.	Item Description	Qty
		Local Bought Outs	
1	IN999999	MR Compatible Patient Trolley	1
2	IN999999	MR Compatible Wheel Chair	1
3	IN999999	Handheld Metal Detector	1
4	IN999999	Music system for patient comfort	1
5	IN11000002	UPS 160 kVA 15 min	1

Total Price (Gross) **Rs: 18,00,000,000.00/-**

(INR: Eighteen Crores Only)

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Terms and Conditions

Siemens Healthineers' offer is valid for acceptance for a period of thirty (30) days from the date of the offer and thereafter subject to Siemens Healthineers' confirmation. Such offer would be considered as accepted and a contract is concluded when Purchaser accepts Siemens Healthineers' offer without any conditions. Insofar as acceptance is subject to conditions of Purchaser, effective contract conclusion shall require a written order confirmation from Siemens Healthineers.
Price offered is valid during period of offer validity and the period of Contract concluded as above. In case of delay in performance or non-performance of Contract for ninety (90) days or more due to reasons not attributable to Siemens Healthineers, the Contract Price is subject to revision with mutual agreement, once again and to be documented in writing in terms of fresh price and delivery confirmation.

Scope of supply and other terms and conditions of supply shall be strictly governed by this Siemens Healthineers' offer and Siemens Healthineers' acknowledgment of Purchaser's order. Purchaser shall be deemed to have understood and accepted the conditions contained herein.
For ease of movement as well as for safety purpose, Siemens Healthineers MR units are packed within metal container along with the pallet. On arrival of this consignment at Purchaser's end, MR unit shall be unloaded from the container. Subsequently, these pallet/containers shall be handed over by Purchaser to Siemens Healthcare Private Limited (Siemens Healthineers), as same has to be re-exported back to Germany.
PLEASE NOTE THAT THE PNDT CERTIFICATE AND AFFIDAVIT ARE STATUTORY REQUIREMENTS FOR ALL ULTRASOUND MACHINE (US), IMAGING MACHINE OR SCANNER OR ANY OTHER EQUIPMENT CAPABLE OF DETECTING SEX OF FOETUS IN INDIA INCLUDING AND NOT LIMITED TO ULTRASOUND, MRI, CT, PET CTS, X-RAY ETC. AS PER APPLICABLE CENTRAL AND STATE PNDT NOTIFICATONS.

Purchaser shall abide by the pre-conception & pre-natal Diagnostic Techniques. (Prohibition of sex selection) Act 1994. Purchaser and the sales agent/distributor (Business Partner) shall be fully responsible to follow the guidelines that are laid out by PNDT authorities from time to time. Siemens Healthineers and its authorized Business Partner shall not deliver any ultrasound equipment/Imaging equipments covered under PNDT to Purchaser without a copy of a PNDT certificate for the specific premises and a copy of the affidavit as required by the PNDT authorities. All deliveries of ultrasound equipment/Imaging equipments covered under PNDT will have to be strictly done to the premises for which the PNDT certificate is valid. This applies to the delivery of equipment that is done for the purpose of demonstration also.

Prices quoted are at Siemens Healthineers discretion on basis of INCOTERM as proposed along with the offer in accordance with INCOTERM 2020. Prices of imported items are based on the exchange rate applicable on the date of offer. Price of imported equipment is subject to price adjustment due to changes in project timeline for any reason not attributable to supplier including but not limited to foreign exchange fluctuation. Base exchange rate (TT Selling) as notified by RBI on Order date is the base date for applicable exchange rate for the contracted supplies. In the event of delay in contractual delivery for more than 120 days of the Order date, due to the reasons not attributable to Siemens Healthineers, such as unavailability of Site for commissioning of said equipment, financial clearance due to Bank DO/LC, regulatory clearances etc. contract price will be accordingly adjusted to the extent of increase based on the Exchange rate on date of delivery. Price determined on the above basis would be the contract price. Prices do not include unloading charges at the site and demurrage charges, if any.

Prices quoted for supplies of all goods and / or services offered are exclusive of applicable Goods and Services Tax ('GST'). Applicable GST would be determined based on classification and characterization of the supplies under the GST law which would in-turn depends upon the Harmonized System of Nomenclature ('HSN') and/or Service Accounting Codes of the respective supplies of goods and / or services effected under the contract. This could undergo a change if the characterization and scope of supply as agreed finally is different from the one which is being offered currently.Depending upon the place of supply and billing location, either an Integrated GST or "Central GST plus respective State GST" be charged on value of the supplies of goods and / or services.
Purchaser agrees to pay or reimburse to Siemens Healthineers applicable GST as may be levied and any other taxes, duties, cess or imposts, as applicable at time of delivery.
Wherever applicable, Purchaser will furnish its Road permits /e-way bills in the prescribed forms under the provisions of State specific Goods and Services Tax Act for enabling smooth entry of goods into the State where delivery is to be affected. Until specific e-way bills are prescribed under State specific State GST Acts, the road permits as prescribed under the respective State VAT laws would continue to operate.

SIEMENS Healthineers

In case of change in rates of any taxes, duties, levies or if new taxes, duties or levies are initiated by the Central/ State Government local bodies, including enactment of any legislation by the Union/State, then same will be to the account of Purchaser and shall be reimbursed by Purchaser. Change in judicial interpretation and / or any clarification or amendment made by the relevant authorities shall be construed to be a change in the rate of taxes, duties, levies and / or imposition of new tax, duty or levy.
Tax Collection at Source (TCS) is applicable on sale of goods @ 0.1% subject to certain conditions. Further, TCS is not applicable where tax has been deducted u/s. 194Q by the Purchaser. In case the Purchaser fails to furnish PAN, the rate of TCS shall be 1%. In case where the Purchaser has not filed the income-tax returns for last 2 years preceding the relevant financial year; and if TDS / TCS is Rs. 50,000 or more in each of the 2 preceding years, the rate of TCS shall be 5%. TCS is not applicable where the Purchaser is Central Government, State Government, Embassy, High Commission, legation, commission, consulate and trade representation of a foreign state or local authority. Purchaser agrees to pay to the Supplier, TCS as may be applicable at the time of sale of goods. The prices quoted for supply of all goods are exclusive of the applicable TCS.
TDS under section 194Q (w.e.f 1st July, 2021), if applicable, is to be levied at 0.1% by the buyer. Kindly note that Siemens Healthcare Private Limited ('SHPL') holds a valid PAN viz. AAVCS8021P and has filed its tax returns for the preceding two financial years. Accordingly, the higher rate of TDS prescribed under section 206AB or 206AA will not be applicable to payments made to SHPL.

Unless otherwise specified, Siemens Healthineers shall deliver the equipment ordered within three (3) months from the date of receipt from Purchaser of technically and commercially clear order along with dispatch instructions/agreed advance amount/Letter of Credit, copy of Procurement Certificate (from AERB) wherever applicable & permissions from any concerned authority etc., clear site with power whichever is later. Contractual deadlines may change due to delays and/or disruptions in supply chain, manufacturing, or execution as a result of the Covid-19 Virus spread.
In case dispatch of equipment is delayed due to non-availability of any suitable mode of dispatch the date on which Siemens Healthineers informs Purchaser its readiness to dispatch the equipment shall be deemed to be the date of delivery.

In case equipment is to be inspected before dispatch, the date on which Siemens Healthineers notifies Purchaser its readiness for inspection shall be deemed to be the date of delivery.

Delivery shall be affected basis of INCOTERM as proposed along with the offer. Price quoted by Siemens Healthineers includes freight charges for dispatch of equipment through any suitable mode of dispatch. The risk of destruction, loss or damage of the products shall be transferred to Purchaser in accordance with the agreed INCOTERM 2020. Upon Purchaser making the complete payment to Siemens Healthineers title to the offered equipment shall pass to Purchaser. Upon delivery of the equipment at Purchaser's facility the equipment shall be deemed accepted by Purchaser. Purchaser shall be responsible to properly maintain the equipment against loss, damage or unauthorized use of the equipment. Purchaser may not unreasonably delay or impede delivery and acceptance of the equipment.
Siemens Healthineers shall, in good faith, make every effort to deliver the equipment within the agreed delivery period. Siemens Healthineers shall, however, not be liable for delay in transportation or delivery for any reason whatsoever and claims for direct and/ or indirect damages due to late delivery/ non-delivery or for any other reason whatsoever, will not be accepted by Siemens Healthineers.
Purchaser must provide necessary statutory forms/declarations for custom clearance, licenses, road permits, release order, Purchaser Registration Certificate like PNDT/AERB for Ultrasound or for Imaging equipments etc., where applicable to facilitate timely delivery of the supplies. Timely delivery is conditional upon the timely receipt of all documents to be furnished by Purchaser, necessary licenses and releases, timely clarification and approval of plans, and the observance of the agreed terms of payment and other obligations of Purchaser. If these conditions are not fulfilled on time, or if Purchaser does not meet its obligation to cooperate, a reasonable extension shall be granted. Purchaser agrees expressly to indemnify Siemens Healthineers for all costs related to warehousing, logistics, demurrage, helium boil off or the likes in case delay is attributable to the Purchaser. If delivery is delayed for reasons attributable to the Purchaser, delivery deadline shall be deemed met if notice that supplies are ready for shipment has been given within the agreed delivery period.
If Siemens Healthineers is solely responsible for a delay in delivery, Purchaser who can prove that it suffered a loss from such delay may claim liquidated damages at rate of 0.5% for every completed week of delay but in no event shall the aggregate of such compensation exceed a total of 5% of the price of the delayed supplies. Siemens Healthineers reserves the right to make partial deliveries and issue invoices accordingly, provided that the partial delivery can be used by Purchaser stand-alone without the outstanding deliveries. In case contractual delivery date is extended due to Purchaser's default, Siemens Healthineers reserves the right to charge 0.5% per week subject to maximum of 5% of price of the delayed supplies in addition to other charges Siemens Healthineers incurs on account of extension.

Prices quoted are inclusive of transit insurance charges. Transit insurance cover shall be valid up to fourteen (14) days from the date of arrival of the consignment at the destination. Siemens Healthineers shall not be responsible for any damage to the equipment after the lapse of the transit insurance cover. In case Purchaser requires insurance to be extended beyond the period indicated above, Purchaser shall arrange for the same at its own cost. Purchaser shall inform Siemens Healthineers in writing of any loss and/or damage to consignment within the above stated period. If consignment is outwardly damaged, Purchaser shall take open delivery, obtain carriers certificates

showing extent of loss/damage, lodge a formal claim (by Registered A.D. mail or hand delivery, in which case, carrier's acknowledgment of claim lodged shall be obtained) with carrier and notify Siemens Healthineers in writing at the earliest within 14 days of delivery.
In case of non-delivery within thirty (30) days from date of dispatch Purchaser shall lodge a formal claim (by Registered A.D. mail or hand delivery, in which case, carrier's acknowledgment of claim lodged shall be obtained) with carrier and notify Siemens Healthineers in writing. Non-observance of any of these conditions by Purchaser shall absolve Siemens Healthineers from all liabilities.

PURCHASER SHALL MAKE PAYMENTS AS FOLLOWS, UNLESS OTHERWISE SPECIALLY AGREED IN WRITING. 30% ADVANCE ALONG WITH THE ORDER AND THE BALANCE 70% TOGETHER WITH THE TAXES, DUTIES AND OTHER STATUTORY LEVIES PAYABLE AGAINST THE PRESENTATION OF DISPATCH DOCUMENTS. PURCHASER WILL ALSO PROVIDE THE FULL ADDRESS OF ITS BANKERS IN ITS ORDER. Purchaser hereby agrees that balance payment of 70% to Siemens Healthineers is secured by issuing a Letter of Credit/Bank guarantee/Banker letters within 2 weeks of purchase order.
If for any reason payment is delayed beyond the stipulated date of payment, interest @ 2% p.m. will be charged on the amount overdue for the delayed period. If for any reason payment is not forthcoming within the agreed time, Siemens Healthineers, on its own discretion, can call back the consignment, and adjust the costs incurred in the said transaction from the advance paid. If any amount is overdue after installation, commissioning and handover Siemens Healthineers reserves right, at its sole discretion, to reduce/foreclose the extended warranty, if any provided to Purchaser pursuant to this offer, on pro-rata basis.

Purchaser shall provide a suitable site, carry out preliminaries connected with installation, civil and structural alterations required for installing the equipment, at its own cost. Purchaser shall also provide proper power supply (as per Siemens Healthineers' specification) to enable to Siemens Healthineers to install the equipment. Purchaser shall comply with requirement of Atomic Energy Regulatory Board (AERB) Guidelines for setting up of new Diagnostic X-ray/Imaging equipment Installation. Siemens Healthineers shall carry out installation of equipment at the site as specified by Purchaser.
Siemens Healthineers shall carry out installation of the equipment and shall not be responsible for any preliminaries, site alterations, etc. Purchaser shall provide proper site conditions that means and includes suitable site, proper uninterrupted power supply as per Siemens Healthineers' specifications, all required permissions, registrations and licenses related to use of the equipment duly completed, preliminaries connected with installation, civil and structural alterations required for installing the equipment, on its own cost at the site for installation. Purchaser.

If Purchaser, irrespective of any reason, fails to provide proper site conditions on date when the equipment is delivered (or any other specified date) or there is any other impediment due to which installation work cannot be started or is obstructed, Purchaser shall be solely and completely responsible for storage & safety of the equipment at the site. If the equipment or its any part is found later to be in a damaged condition, Purchaser shall be liable for the same. This liability is also extended to any failure or defect or damage to the part(s) of the equipment resulting due to prolong storage of the equipment in the containers (or otherwise being kept at the site in improper conditions) without being timely installed and put to their effective use. For avoidance of doubt, it is to be specifically mentioned that for repairs or replacement of such damaged/defective part(s) of the equipment, Purchaser shall pay extra at Siemens Healthineers standard price, as it will not be covered under Warranty as per Clause 10.
Purchaser shall not transport/shift any equipment or part thereof without express consent of Siemens Healthineers. All costs, charges and expenses in respect of moving the equipment and any part thereof including costs, charges and expenses for dismantling, reinstallation, testing and commissioning as well as for all spare parts damaged/failed during transit etc., shall be payable by Purchaser, extra in addition to the existing Agreement charges. The Agreement charges during the period of dismantling/movement/reinstallation of the equipment shall continue to be paid by Purchaser. Siemens Healthineers will be entitled to revise its charges to include additional cost of fulfilling the terms of this Agreement due to change in location of the equipment.
In event of installation of equipment at third party site and operation of the equipment by such third party, Siemens Healthineers shall install the equipment at third party site and provide Services only upon receipt of service instruction from the owner of the equipment, i.e., Purchaser herein. Third Party shall communicate to Purchaser any request for provision of the Services and Purchaser shall log in all service calls. Purchaser shall, upon Siemens Healthineers discretion, arrange for third party's confirmation. Supply of the Equipment and services to third party will be commenced only after receipt of confirmation from third party and receipt of all sale consideration under this Agreement from Purchaser.

Purchaser shall maintain the environmental conditions recommended by Siemens Healthineers so as to ensure that the equipment does not suffer damage due to humidity, dust, pests, severe temperature, etc. Purchaser shall ensure that the equipment is operated, as per the operating instructions and Siemens Healthineers' recommendations. Purchaser shall also ensure that competent, trained and skilled

personnel operate the equipment. Siemens Healthineers shall not be responsible for any loss, damage or injuries caused due to Purchaser's non-fulfillment of Operational requirements.
Subject to clause 9 above (Operational requirements) equipment offered is covered by warranty under proper use for faulty material or workmanship for fifteen (15) months from date of dispatch or twelve (12) months from date of installation, whichever is earlier.
In case of third-party OEM equipment supplied along with equipment, Siemens Healthineers responsibility during warranty period is to repair third party OEM as per terms and conditions set out by the third-party OEM. If repair is not possible or otherwise non-functioning is solely due to manufacturing defect and for reasons not attributable to Purchaser, third party OEM equipment will be replaced.
Purchaser shall inform Siemens Healthineers in writing of any defect in equipment noticed during Warranty period. On receipt of Purchaser's written notice, Siemens Healthineers shall rectify the faults. The option to repair or replace any parts shall solely rest with Siemens Healthineers. Purchaser shall not return the equipment or any part thereof to Siemens Healthineers before receiving Siemens Healthineers' confirmation to that effect.
Siemens Healthineers shall not be responsible for any defect or damage caused due to any alterations, addition, or repair carried out to the equipment by any person not authorized by Siemens Healthineers to carry out such alterations, addition or repair.

Siemens Healthineers shall not be responsible for any defect or damage caused to the equipment, directly or indirectly, due to mishandling, misconduct or negligence on the part of Purchaser or its employees, failure to operate the equipment as recommended by Siemens Healthineers, failure to maintain the environmental conditions recommended by Siemens Healthineers. Items not manufactured by Siemens will not be covered under the scope of this Warranty, unless otherwise specifically mentioned. Parts which deteriorate due towear and tear, consumables or any such parts not specifically covered under this Warranty shall be outside the scope of this Warranty.

The Warranty, however, does not extend to the following:
For Ultrasound systems - Probes and consumables.

For Ventilators/Anesthesia Systems - Flow transducer, pressure transducer, temperature probe, heater wires, O2 cells, patient tubes, batteries & other consumables.
For Monitoring systems- Pressure transducers, temperature probes, any other transducers.
For X-Ray machines - Vacuumatic items like valves, x-ray tubes, image intensifier tubes, integrated circuits, H.T. cables, and accessories.
For Computed Tomography - Patient positioning accessories, filters and such other consumables.
Purchaser shall be entitled for the following pro-rata credit on CT tubes for Spiral CT Scanners
100% up to maximum of six months from the date of dispatch or 40000 Scan seconds
70% up to maximum of nine months from the date of dispatch or 80000 Scan seconds
40% up to maximum of twelve months from the date of dispatch or 130000 Scan seconds
Whichever is earlier for all above conditions.

For Cathlabs
Purchaser shall be entitled for the following pro-rata credit on MEGALIX-CM Tubes - 100% up to maximum of six (6) months from the date of dispatch or 40000 Load Units 70% up to maximum of nine (9) months from the date of dispatch or 60000 Load Units 40% up to maximum of twelve (12) months from the date of dispatch or 80000 Load units whichever is earlier for all above conditions.
Purchaser shall be entitled for the following pro-rata credit on Megalix-Cat Tubes -100% up to maximum of twelve (12) months from the date of installation.
Service support: Unless otherwise agreed specifically in writing in the offer, Siemens Healthineers shall provide service support (including availability of spare parts) as following:
1.New Equipment – For a period of either 10 years from date of dispatch of equipment from the factory or till the date of end of support (EoS) as announced by Siemens Healthineers whichever is later. Siemens Healthineers shall notify 6 months in advance of upcoming EoS enabling Purchaser sufficient planning time for replacement/storage of spare parts.
2. Ecoline Brand equipment - For a period of 5-7 years from date of dispatch of equipment unless otherwise specified in offer
3. 3rd party products like injectors, UPS, Osirix, monitors, workstation shall be supported for 5 years from the date of dispatch of equipment from factory or end of support declared by the original equipment manufacturer, whichever is earlier.
4. Syngo Workstation and associated IT hardware will be supported for 5 years from the date of dispatch of equipment from factory or till end of support declared by the original equipment manufacturer, whichever is earlier.
Updates & Upgrades: Any option or upgrades that provide new features or capabilities or that require hardware changes and purchased by Purchaser, after installation and commissioning of the system will not be covered under any existing warranty or existing maintenance service contract. Maintenance services pricing and terms of service will be offered separately along with price of the Option/Upgrades as and when such Option/Upgrades is available for supply. In addition, some upgrades may require applications training performed by Siemens Healthineers' personnel that will be offered at Siemens Healthineers' rates and terms then in effect. Siemens Healthineers retains the sole right to determine whether an upgrade requires such training.

MRI Damages due to ferromagnetic, etc.
Any damage caused to equipment or the magnet including but not limited to impact of ferromagnetic objects like cylinder, wheelchair, patient trolley etc. will not be covered under Warranty/Extended warranty/Maintenance contract obligations, such incidences could also cause permanent damage to magnet beyond repairs. This damage may result into either immediate performance degradation/magnet quench or generate initiation condition which may result in subsequent performance deterioration of the equipment (magnet quench). All costs on account of such incidents will be borne by Purchaser. Magnet quenches due to Purchaser operated ERDU (Emergency Run Down Unit) will not be covered under Warranty/Extended warranty/ Maintenance obligations.

Siemens Healthineers may provide service support through Smart Remote Services Connection (SRS). Such service support shall be subject to SRS terms and conditions as per Annexure 1 to this offer.
After expiry of the Warranty period, Purchaser has a choice to opt for Comprehensive Maintenance Contract (CMC) or Annual Maintenance Contract (AMC) . In case Purchaser opts for Labor AMC or does not take any contract, a switch to CMC at a later date would not be possible at the contractual Comprehensive contract (Performance TOP/TOP+) rates. However, should the Purchaser desire a switch to CMC, the rates will be worked out after evaluation of the unit and communicated at the point of such requirement.Exchanged parts which are removed from the equipment pursuant services provided during Warranty period or under the CMC or AMC contract as specified above, it shall become the property of Siemens Healthineers unless such exchange parts constitute “hazardous wastes”, “hazardous substances”, “special wastes” or other similar materials, as such terms are defined by any federal, state or local laws, rules or regulations, in which case, at the option of Siemens Healthineers, the exchange parts shall remain the property of Purchaser and shall be disposed of by Purchaser in strict compliance with all applicable laws, rules and regulations.

SIEMENS HEALTHINEERS shall not be obligated to fulfill this agreement if such fulfill-ment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

Purchaser shall only have right to use the software, technical know-how, operating instructions, product brochures/data sheet and any other proprietary information supplied along with the equipment or used in servicing the equipment supplied. Ownership of such items shall clearly vest and remain with Siemens Healthineers and/or its affiliates as applicable. Purchaser shall not violate, breach or infringe the rights of Siemens Healthineers in any manner whatsoever or shall not allow any third party to infringe or breach such rights or unauthorized access or break into the software.
Nothing in this Agreement shall in any way grant to Purchaser any right to or license in any diagnostic service software utilized by Siemens Healthineers in servicing the Equipment. Such service software is and shall remain sole and exclusive property of Siemens Healthineers or its affiliates, as applicable, and is available to Purchaser pursuant to the terms and conditions of a separate diagnostic materials license agreement, which may require payment of a license fee.
14.1 Purchaser may cancel the order by giving prior written notice of thirty (30) days to Siemens Healthineers. In such an event Purchaser shall be liable to pay to Siemens Healthineers a minimum of 10% of the contract value towards cancellation charges. If Purchaser cancels the order after the equipment has been manufactured or dispatched by Siemens Healthineers, Purchaser, in addition to the cancellation charges, shall be liable to pay to Siemens Healthineers all other costs such as manufacturing cost, freight charges, demurrage, re-diversion costs, sales tax on re-sale of the equipment which has been specifically imported by Siemens Healthineers to fulfill Purchaser's condition, interest charges & any other costs incurred by Siemens Healthineers. Siemens Healthineers shall, without prejudice to any other rights, have the right to adjust the advance paid by Purchaser towards the supply contract or any other amounts belonging to Purchaser lying with Siemens Healthineers for any reason whatsoever. Purchaser shall pay the differential amount in case the advance amount lying with Siemens Healthineers is not sufficient to cover the charges as above. The Parties agree that the cancellation fee as specified above is a genuine pre-estimate of the loss Siemens Healthineers will suffer in case Purchaser cancels the order and is reasonable compensation not in form of penalty.
14.2 Siemens Healthineers reserves right to terminate the contract with advance notice of seven (7) days arising out of this offer in the event
i) Purchaser does not make the payments/delays the payment as per the terms of the Offer.

ii) The " Force Majeure" conditions extends beyond ninety (90) days and the parties cannot come to a mutual agreement for fulfilling their respective obligations under supply contract.

iii) Purchaser neglects or refuses to carry out its obligations under the contract, arising out of this offer or commits any other material breach of the terms of the offer and does not rectify the breach within 7 days of receipt of notice of default or breach.

Siemens Healthineers reserves the right to suspend the contract during the notice period of seven (7) days mentioned above

Upon termination of this Agreement under clause 14.2(i) and (iii)

(i) Siemens Healthineers will have right to forfeit the advance payment.

(ii) Purchaser must return the Instrument to Siemens Healthineers within seven (7) days on termination of the Agreement.

(iii) On termination of the contract, Purchaser must settle its accounts with Siemens Healthineers within a period of seven (7) days from the date of termination of the contract. Purchaser shall also pay to Siemens Healthineers the compensation as mentioned in clause 14.1.

Parties assume responsibility for and shall indemnify and save harmless each other, from all actual and proven liability, claims, costs, expenses, taxes and assessments including penalties, attorneys' fees and court cost which are, or may be required with respect to any breach of obligations under the contract arising out of this offer, or due to any reason attributable, to the defaulting party.

Siemens Healthineers' offer is strictly subject to Force Majeure and any other causes beyond Siemens Healthineers' reasonable control. In event of stoppage of work in any establishment of Siemens Healthineers during the delivery period owing to war, hostilities, acts of the public enemy, civil commotion, riots, sabotagefires, floods, earthquakes, tempests, explosions, epidemics or any acts of God, quarantine restrictions, strikes, lockout, trade disputes, breakdowns, accidents, governmental decree, impossibility or difficulty of obtaining supplies of raw material, restrictions in power supply, power cuts, stoppage of railways or other carriers and/ or causes beyond the control of Siemens Healthineers, deliveries may be postponed or partially or wholly cancelled by Siemens Healthineers and/or third party OEM. Siemens Healthineers shall not be liable for any losses, direct or indirect, due to delay in performance or non-performance of this contract resulting from causes which are beyond Siemens Healthineers' reasonable control and due to such causes, which amount to Force Majeure at law.

18.1 If any dispute arises in connection with this Agreement, representatives of the Parties shall attempt, in fair dealing and in good faith, to settle such dispute within five (5) business days. If within 5 business days the Parties are not able to reach an amicable settlement, then either party may by notice to the other party in writing refer the dispute to Arbitration in terms of Clause 18.2.

18.2 Any dispute, difference or claim arising out of or in relation to this transaction including construction, validity, performance, breach or termination thereof shall, shall be referred to and finally resolved by a sole arbitrator in accordance with the provisions of Arbitration and Conciliation Act of 1996 (as amended). The seat of arbitration shall be Mumbai. The arbitration proceedings shall be conducted in English.

18.3 The Parties irrevocably agree that the Courts of Mumbai are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

When equipment has successfully conformed to the agreed specifications, Purchaser shall return Siemens Healthineers acceptance form, duly signed, within 15 (fifteen) business days. Purchaser shall not withhold or delay the issuance of acceptance certificate of any of the equipment, if the equipment substantially meets the specifications or on account of any minor defects which have no material effect on the functionality of the equipment. Failure of Purchaser to notify either the acceptance of the equipment within fifteen (15) days or any defects or deviations in the equipment within the period agreed for the same purpose shall amount to "deemed acceptance" of the deliverable by Purchaser.

Purchaser shall take all reasonable precautions for the equipment supplied to ensure that it works correctly. Complete or partial commencement of productive or commercial use of the equipment shall be deemed to be its immediate acceptance.

Siemens Healthineers may assign or extend this offer or contract concluded following acceptance of this offer in whole or in part and its rights and obligations hereunder to a Siemens' group company or any Siemens Healthineers affiliates without any consent of the other party as a result of the sale of all or a substantial part of the assets or the business to which this offer or contract relates and/or in connection

with any type of spin-off, (de)merger, consolidation, divestiture, dissolution or any other type of business combination or business reorganization. Furthermore, Siemens Healthineers may have any obligation hereunder performed by a subcontractor without the prior written consent of the other party. Siemens Healthineers may assign any outstanding payment from Purchaser to any factoring company without consent of Purchaser.

The contract is concluded when Purchaser accepts Siemens Healthineers' offer in writing without amendment. Insofar as acceptance is subject to alternative conditions of Purchaser, effective contract conclusion shall require a written order confirmation from Siemens Healthineers. The scope, quality and all other conditions for the deliveries shall be determined exclusively by these concurring written declarations and the provisions of these General Conditions of Supply.

These General Conditions of Supply form an integral part of the offer and the offer shall be read and understood in conjunction with the General Conditions of Supply. General Conditions of Supply shall be applicable and prevail, unless otherwise accepted by Siemens Healthineers in writing.

Siemens Healthineers, to the maximum extent permitted by applicable law, hereby disclaims all warranties/guaranties, either express or implied, other than what is expressly stated in the supply contract. Total liability of Siemens Healthineers for any reason, on any account, whatsoever, including but not limited to claims arising out of contract, Tort, Warranty claims by third parties or otherwise shall not exceed and be subject to a maximum of 10% of the payments received by Siemens Healthineers out of the contract arising out of this offer.

Under no circumstances, Siemens Healthineers, including its employees, officers shall be liable to Purchaser for any loss of profit (whether actual or anticipation), loss of revenue, loss of goodwill, loss of contracts, loss of opportunities or any indirect, incidental, special or consequential losses or damages arising from or in connection with its performance or non-performance under this Agreement and whether based upon contract, tort or any other legal theory.

Any and all liability of Siemens Healthineers under the supply contract shall cease with the expiry of the Defects Liability period specified in Warranty clause.

Purchaser should provide a dedicated PACS administrator to run the PACS efficiently.

Siemens Healthineers will provide SRS connectivity with modem free of charge.

The Scope of delivery consists of,

-Supply of SW and HW (from third party)

-Installation of OS & application SW

-Training of Radiologist/ Radiographer at site consisting of (three working days)

i. Opening the PACS data base

ii. Storage and retrieval of Images

iii. Various post processing tools

iv. Functional demo. of all available options

-Training of PACS administrator at site consisting of (three working days)

i. Role based user creation

ii. Data base back up (to taken regularly)

iii. Scheduling & archiving facilities & tools

iv. Trouble shooting and auditing log file regularly

v. Escalating calls & complain to help desk

vi. Installation & uninstallation of Web client/Radiology stations

-Training of Clinicians at site consisting of (two days)

i. Opening the PACS data base

ii. Storage and retrieval of Images

iii. Functional demo. of all available options

iv. Functional demo of all available option

-Interfacing with the Modalities (predetermined before finalization of PO)

Following does not come under normal delivery and to be charged extra,

Arrangement of back up data network including switches Arrangement of UPS/ stabilized power supply Providing antivirus SW across the network (OS is supplied with standard antivirus protection only).

Migration/ Import of old data to system (Until specifically mentioned and separate price for the same is indicated in the price. This will be exclusively on per TB of data transfer cost only).
Enhancement of network facilities, configuration and related activities Arrangement of broad band & modem/line-driver for tele-radiology or remote viewing images.
Routine back up of data from the archive server (Siemens Healthineers will train PACS administrator to take data backup). Up-gradation/ replacement of storage media and Server. O/S or anti-virus protection issue due to network should be attended by the EDP department of the client please. However, it will be mandatory by Siemens to mention the requisite O/S and HW specification.

Standard recommended life of Siemens PACS will be seven (7) years, after that the OS, HW and application SW may be required to be replaced /modified at user's cost please.

The system should be termed operational when images are going from modalities to archive server and distributed to diagnostic /viewing locations
The uptime will be considered on the basis of the archive server performance only. In case of any web or client not working at terminal level should not be considered as down time.
Any NET work related issue (cabling, HW, modem and switches should not be considered as non-functioning of PACS.
Multix Impact
Scope of Application Training is as follows

i. Purchasers learn about usage of the system with Siemens Healthineers comprehensive online material (PEP connect).
ii. Half an hour onsite safety training with CSE (Purchaser support Engineer) for the system handover after installation
iii. A free Remote Application Training for advanced customization via SRS. Purchaser to provide Internet Broadband connection as per Siemens Healthineers requirement.

25.1 Siemens Healthineers shall not offer or give or agree to give to any person in the employment of Purchaser, any gift or consideration of any kind as inducement or reward to do any act in relating to obtaining or execution of the Contract arising out of this offer.

25.2 Siemens Healthineers and Purchaser shall comply with all applicable laws and regulations to bribery, corruption and prohibited business practices and will not partake in any action in relations to the transactions contemplated herein violation of such applicable laws.

25.3 Siemens Healthineers has a clearly defined Compliance program that ensures that Siemens Healthineers continues to conduct its business with total integrity and transparency. If at any time during your business interactions with Siemens Healthineers, Purchaser faces situations of impropriety by Siemens Healthineers' employees or any other misdemeanor, please alert Siemens Healthineers. Purchaser may directly inform Siemens Healthineers' global Compliance Helpdesk which offers 24 hours service "Let Us Know" compliance reporting system (https://www.bkms-system.net/healthineers) or can speak with the Siemens's Compliance Officer, Ms. Deepa Priyadarshini on +91 (22) 33700896/+91 8657423575. It is Siemens Healthineers' endeavor to set a benchmark in Corporate Governance.
25.4 While Siemens Healthineers continues to optimize Siemens Healthineers' processes and renew Siemens Healthineers' portfolio to keep pace with Purchaser's needs and requirements, it is important for both Siemens Healthineers and Purchaser to base their relationship on trust and integrity. This Siemens Healthineers believes is of paramount importance as Siemens Healthineers' core value is to nurture a culture of highest performance with highest ethics. With the "Let Us Know" function, the Compliance Help Desk represents a sensible, global-level adjunct to the Ombudsman, and provides an additional point of contact. Especially important is the responsible use of the Helpdesk.
26.1 If Purchaser transfers goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens Healthineers or works and services (including all kinds of technical support) performed by Siemens Healthineers to a third party, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services, Purchaser shall comply with the (re-)export control regulations of the Federal Republic of Germany, the European Union and the United States of America..
26.2 Prior to any transfer of goods, works and services provided by Siemens Healthineers to a third party, Purchaser/End User shall in particular sly check and guarantee by appropriate measures that
- There will be no infringement of an embargo imposed by the European Union, the United States of America and/or the United Nations by such transfer, by brokering of contracts concerning those goods, works and services, or by provision of other economic resources in connection with those goods works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos.

- Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided.
- The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

26.3 If required to enable authorities or Siemens Healthineers to conduct export control checks, Purchaser, upon request by Siemens Healthineers, shall promptly provide Siemens Healthineers with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Siemens Healthineers, as well as any export control restrictions existing. Purchaser shall indemnify and hold harmless Siemens Healthineers from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Siemens for all losses and expenses resulting thereof.

26.4 Purchaser shall indemnify and hold harmless Siemens Healthineers from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Siemens for all losses and expenses resulting thereof.

The Atomic Energy Regulatory Board (AERB) Safety Code AERB/SC/MED-2 for Medical Diagnostic X-ray Equipment and Installations stipulates the following:

It is mandatory for all users of medical diagnostic x-ray equipments to obtain License for operation from AERB. To facilitate the online submission of applications for regulatory consents, AERB has launched Diagnostic Radiology Module in its e-governance application e-LORA (e-Licensing of Radiation Application). All diagnostic x-ray equipment user institutes are required to use e-LORA for obtaining operating from AERB.

No X-ray machine shall be installed and commissioned unless the procurement of diagnostic x-ray equipment through e-LORA is approved by the competent authority i.e. The Head, Radiological Safety Division, AERB, Niyamak Bhawan, Anushaktinagar, Mumbai 400 094.

As the above is mandatory for the installation and commissioning of the X-ray equipment, Purchaser shall comply with the above requirement and get the procurement of x-ray equipment approval by uploading room lay out plan in e-LORA.

Siemens Healthineers shall install the X-ray machine only as per the approved layout plan of AERB.

Also, it is a statutory requirement on the part of the user to obtain the Registration for general X-ray diagnostic unit and License for CT-scan, interventional radiology unit from AERB.

AERB Guidelines for Users:

As per the recommendation of AERB, all users of Diagnostic X-ray unit (Radiography/Fluoroscopy/Mammography/OPG/ BMD/ CT/ Interventional Radiology) should complete the registration/License of their unit with AERB by submitting the following documents through e-LORA

1. Institute registration
2. Obtain procurement approval for x-ray equipment by uploading the layout plan.
3. Registration & Nomination of RSO & staff members with PMS No.
4. Adding Radiation Protection safety Tools/Accessories.

As the above is mandatory for the commissioning of the X-ray equipment, you are requested to comply with the same and get your X ray unit registered with AERB. Post installation, the License procedure for the unit should be completed by submission of the following documents to AERB through the e-LORA portal:

1. Siemens Healthineers will upload the installation report & QA report (Duly signed and stamped by Purchaser) through Siemens Healthineers' e-LORA login.
2. After acceptance of the installation report by AERB, Purchaser needs to submit the application for operation license via e-LORA. This has to be submitted within 6 months from the date of acceptance of installation report, failing which Purchaser has to submit fresh QA report before applying for License.

Users of Nuclear Medicine equipment are also required to get the room layout plan approval from AERB prior to installation of the unit. Application form along with the requisite details should be submitted through e-LORA to AERB for the necessary approval. Separate

approval for procurement of radioactive source also needs to be obtained by the Purchaser directly from AERB. License procedure for the unit should be completed by submission of the following document to AERB.
1. Institute registration.
2. Obtaining approval for layout
3.RSO nomination & other staff list with PMS No.
4. NOC obtaining for calibration sources
5. Intimating about commissioning
6. Obtaining license.
Siemens Healthineers should not be held responsible for any user related non-compliance with respect to AERB regulation

For further information please log on to www.aerb.gov.in
Action by users on disused radioactive sources.
When a source is no longer in use for the authorized purpose, or upon completion of its useful life, the source should be allowed to decay sufficiently in the case of short half-life radioisotopes or it should be returned by the users to the original supplier in the case of sealed and long half-life radioisotopes, in accordance with the procedure for the same laid down by AERB. It will be Purchaser's obligation to obtain requisite permission through e-LORA portal & comply with these terms & conditions.

Any additional cost or benefit impacting the contract price resulting from a Change in Law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such Change in Law.
Change in law means occurrence of any of the following event after submission of bid and during the performance of the contract:
a. The enactment of any new Indian law
b. The repeal, modification or re-enactment of any existing Indian Law
c. The commencement of any Indian Law, which has not entered into effect until the date of award of contract
d. A change in the interpretation or application of any Indian law, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a Court of record prior to the date of Bid/Award of contract or
e. Any change in the rates of any of the taxes that have a direct effect on the agreement.

30.1. For HVEs which at the time of delivery show material or manufacturing defects, the GG shall provide warranty by delivering faultless HVEs (replacement delivery) against return of the defective HVEs.
30.2. The replacement shall be delivered DDU place of use at the replacement price (RP) valid on the day of its readiness for dispatch in accordance with the Price Information of the GG, less the warranty reimbursement for the defective HVE (see Para. 30.4 below).
30.3. Within the period specified in the current regulations for the processing of returns, the defective HVE shall be sent by the Purchaser at no extra charge and freight prepaid to the address indicated therein, for free disposal of the GG. If the HVE is not received within the specified time, the relevant basic price (BP) shall be applied instead of the replacement price and the difference from the RP shall be charged in addition.
30.4. The warranty reimbursement shall be calculated at a graduated rate by considering the period and intensity of use and the average benefit derived from the previous use of the defective HVE in percent of the RP, in accordance with the table shown below. Under the percentage of the respective column, the period and intensity of use (prerequisite) is indicated within which the respective percentage is applied. The period of use shall begin on the day of the initial start-up of the defective HVE on the site of the Purchaser of Purchaser,however, at the latest with expiry of the 4th month from the transfer of risks to Purchaser. If several (measurable) prerequisites are stated in a field of the table, all of these have to be fulfilled. If the prerequisites of any field are not fulfilled, a warranty reimbursement shall not be provided.
High-Vacuum Elements
Generators up to max. 6 months up to max. 9 months up to max. 12 months RF-Transmission Tubes for Magnetic Resonance up to max. 6 months up to max. 9 months up to max. 12 months.

* ** *** 1 Exposure 1 Exposure 1 Exposure =1 kWs
2 sec cine, DSA, DR, DCM 1 sec cino, DSA, DR, DCM 0,5 sec DR-EB, DCM 2 sec DPF (pulsed fluoroscopy > 2P/s)
According to mode of operation corresponds to 1 Load Unit (LU)15 sec DPF (pulsed fluoroscopy) 7 sec DPF (pulsed fluoroscopy) 5 sec DL, SUB DR, Roadmap, DPF (pulsed fluoroscopy < 2P/s).

In the course of inspection or maintenance of equipment by Siemens Healthineers or a subcontractor engaged by Siemens Healthineers, the possibility of access to personal data cannot be eliminated. Purchaser shall assure compliance with all legal regulations applicable to personal data (e.g., obtaining related declarations of consent etc.) and also ensure that any patient related data access by Siemens shall be properly de-identified; so that SIEMENS is able to meet its contractual obligations without contravening applicable laws pertaining to the protection of personal data. Siemens Healthineers or its affiliates shall not be liable for any third-party claims, of whatsoever nature, arising out of non-compliances of data privacy laws, rules, regulations and guidelines by the Purchaser and shall be indemnified by the Purchaser for any loss or damaged suffered on this account.

To protect the Equipment against cyberthreats, Purchaser shall maintain a state-of-the-art security concept and environment for its IT infrastructure to prevent unauthorized access to the Equipment. The Equipment shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized in the instructions for use and only when appropriate security measures (e.g., firewalls, network client authentication and/or network segmentation) are in place. USB-storage media and other removable storage devices shall only be connected to the Equipment if and to the extent such connection is authorized by the Siemens Healthineers.

Purchaser shall notify the Vendor without delay in case of suspected or actual cybersecurity incidents or vulnerabilities of the Equipment. In the event that Siemens Healthineers becomes aware of a Vulnerability which Siemens Healthineers classify as relevant, it shall make available patches as set forth herein below until EoS or up to 10 years following product delivery (or during the tenure of service contracts), whichever occurs first, provided that Purchaser's Product version is the most recent or at least the

penultimate version at the given time. In the case of third-party software this provision applies only if Siemens Healthineers is able to obtain the respective patch from Siemens Healthineers' third-party software provider. If the Product is capable for SRS and Purchaser enables remote distribution of the patches via SRS, or if patches are made available for download via Siemens Lifenet, the patches shall be free of charge. Otherwise, if the patch needs to be installed on site by Siemens Healthineers, Siemens Healthineers may charge Purchaser for the expenses resulting from the installation.

Any right of Purchaser to claim damages resulting from or related to Cyberthreats, such as but not limited to loss of data, downtime, business interruption, lost profit, cost for Product reset and/or data reconstruction, regardless of the legal basis, but in particular resulting from any duty under the contract or as a result of any tortious act, is hereby excluded. Siemens Healthineers assumes no liability whatsoever for damage caused by

(i) Purchasers' intrusive IT Security testing.
(ii) unauthorized, modification of the system configuration or IT Security controls of the Product.
(iii) the installation of patches which are not authorized by Siemens Healthineers; or
(iv) Purchaser delaying the self-installation of patches made available by Siemens Healthineers via SRS or for download via Siemens Lifenet.

Currently there is global supply chain disruptions due to shortage of shipping containers, congestion at seaports. Siemens Healthineers shall endeavor to ship the equipment from the factory within three (3) months from the date of receipt from Purchaser of technically and commercially clear order along with dispatch instructions/agreed advance amount/Letter of Credit along with copy of Procurement Certificate (from AERB), wherever applicable and permissions from any concerned authority etc. or clear site with power, whichever is later.
Siemens Healthineers shall, in good faith, make every effort to ship the equipment from the port at the earliest to meet the committed delivery period. However, Siemens Healthineers shall not be liable for delay in transportation on account of non-availability of cargo carriers, containers, clogging of containers at ports or for any reason related to present situation as mentioned hereinabove and any claims, including but not limited to liquidated damages, on account thereof.
This special terms and conditions supersede all other relevant terms & conditions regarding delivery in the General Conditions of Supply and Installation – Imported Equipment.

"The logistics and supply chain (including invoicing) of different elements in the offer shall be effected in the following manner:

- Medical device along with all inbuilt accessories and warranty- From any of warehouse (WH) so registered under Drugs and Cosmetic Act and Relevant Rules.
- Local Bought Outs including other software based solutions - From the State where regional WH/sales office is located.
- Extended Warranty- From the State where regional WH/sales office is located.
- Site modification - From the State where machine is installed or from the State close to the State where machine is installed.

We request that the above is taken into account while issuing the purchase order to Siemens Healthcare Private Limited. We shall be happy to clarify any doubt or query you may have in this regard."

Any Damage caused to equipment or the magnet including but not limited to impact of ferromagnetic objects like cylinder, wheel chair, patient trolley etc. will not be covered under Warranty/Extended warranty/Maintenance contract obligations, such incidences could also cause permanent damage to magnet beyond repairs. This damage may result into either immediate performance degradation/magnet quench or generate initiation condition which may result in subsequent performance deterioration of the equipment (magnet quench). All costs on account of such incidents will be borne by the Purchaser. Magnet quenches due to customer operated ERDU (Emergency Run Down Unit) will not be covered under Warranty/Extended warranty/Maintenance obligations.

28.1. Unless stated otherwise, the General Conditions of Sale and Delivery - Exports, Healthcare Group, apply
28.2. The MR system comprises two principal items: Scanning system and magnet system. The scanning system will be delivered by Siemens Healthineers excluding installation and commissioning. The magnet system will be delivered by the Oxford Magnet technologies (OMT), excluding installation and commissioning. The first filling with liquid helium is not included.

28.3. The prices to be charged shall be those prevailing on the day of delivery, unless otherwise agreed upon. Prices are subject to the following conditions:- For the scanning system, at Siemens Healthineers' discretion, freight-prepaid German border, FOB German shipping port or FCA German airport.
-For the magnet system, at our discretion, freight-prepaid British border, FOB British shipping port or FCA British airport.
The costs of transport insurance are not included in these prices. Our prices do not include the costs of determining the magnet self-shielding required and the measuring and checking of interference levels on site.
28.4. The risk for the scanning system and for the magnet system delivered by OMT shall pass to Purchaser when the consignment is handed over to the first forwarding agent
28.5. The warranty period shall be twelve (12) months from the date of commissioning, but no longer than fifteen (15) months from the date of transfer of risk.
28.6. The scope of delivery for magnetic resonance systems includes software. In connection with this, the Purchaser has the temporally unlimited non-exclusive and non-transferable right to use these software products on the equipment for which they have been supplied, without modifications, and for the purposes defined in the product description. Software products and associated documentation must not be passed on the third parties.
Insofar as no special conditions to the contrary are agreed upon, the fee for the right of using software products is included in the purchase price. The cost of use is based on the software product first supplied with the equipment.
In case of extending the capability of existing equipment/of a system already installed by means of software, the same regulations apply.
Fulfilment of the guarantee consists in supplying replacement software in accordance with the condition of Item 6.
28.7. If for any reason, Purchaser is late in fulfilling his obligations, (e.g., in fulfilling all requirements for installation on time) the balance of the purchase price at this date shall be payable and due not later than 30 days after expiration of the scheduled delivery time.
28.8. A MR system produces good clinical results only when all conditions necessary for the implementation of this specialized technology are carefully observed. To guarantee adherence to these conditions, particularly close cooperation is necessary between Purchaser and Siemens Healthineers. Unless stated otherwise, the General Conditions for Installation-Exports, Medical Engineering Group, apply.
1. Site of MR system
1.1 The rooms designated by Purchaser for the installation must conform to minimum requirements, concerning which Siemens Healthineers will advise Purchaser at the beginning of the planning phase, in regard to
-dimensions
- external interference with the homogeneity and stability of the magnetic field in the scan volume

The following external factors can interfere with homo-geneity and stability:
- steel reinforcement in the building
-moving ferromagnetic objects
- equipment using switched DC-currents
- alternating fields with power line frequency
- alternating fields with higher frequency
- transmitter-generated electromagnetic fields

THE ADVANCED MEDICAL SYSTEMS INC.,
The Innovative Health Care Group

REF. NO: 4106/QTN-KE/2022-23 **DATE: 26.08.2022**

TO,

THE GENERAL MANAGER
DHANVANTRA HEALTH CARE PVT LTD
DR RADHAKRISHNAN SALAI
MYLAPORE
CHENNAI – 600 004

Dear Sir,

We are hereby offering our **BEST & FINAL PRICE** for the following **IPC POWER CONSOLE WITH ELECTRIC MOTOR, , ATTACHMENTS, BURS FOR NEURO & SPINE APPLICATIONS - M/S MEDTRONIC, USA :**

SL. NO	DESCRIPTION	QTY	AMOUNT (RS)
1.	INTEGRATED POWER CONSOLE SYSTEM	1 SET.	14,79,267
2.	ATTACHMENTS ALONG WITH CUTTERS AND BURS (CRANIAL APPLICATIONS)	1 SET	3,44,047
3.	ATTACHMENTS ALONG WITH BURS (SPINAL / SKULL BASE APPLICATIONS)	1 SET	1,12,243
COST OF THE SYSTEM			**19,35,557**
GST @ 12%			**2,32,267**
TOTAL COST OF THE SYSTEM			**21,67,824**

We are enclosing the **Configuration** and **Terms & Conditions** for your kind reference and consideration.

We hope, you will find our prices quite competitive and favour us with your valuable order.

FOR FURTHER CLARIFICATION, PLEASE FEEL FREE TO CONTACT OUR REGIONAL MANAGER MR.PARTHASARATHY (MOB.NO: 97109 22210) / ZONAL SALES MANAGER MR. NAGARAJAN - +91 9840161145 ANY TIME.

Thanking you,
For **THE ADVANCED MEDICAL SYSTEMS INC.,**

THE ADVANCED MEDICAL SYSTEMS INC. JAMS CHENNAI

AUTHORISED SIGNATORY

REF. NO: 4106/QTN-KE/2022-23 **DATE: 26.08.2022**

CONFIGURATION

A: ELECTRIC MOTOR DRILL SYSTEM

SL. NO	HSN Code	CFN	Description	Qty.
1	90189024	EC300	IPC CONSOLE NT	1
2	90181990	EF200	IPC FOOT CONTROL	1
3	90189099	EM800	ELECTRIC MOTOR	1
TOTAL COST OF THE SYSTEM = 14,79,267/- (Exclusive of Applicable GST)				

B: ATTACHMENTS (CRANIAL APPLICATION)

SL. NO	HSN Code	CFN	Description	Qty.
1	90189029	MR8-AF02	ATT FOOTED F2 B-1 2.4MM	1
2	90189029	MR8-AD03	ATT PERFORATOR DRIVER 1000 RPM	1
3	90189029	MR8-F2/7TA23	TOOL F2/7CM TAPER 2.3MM DIAMETER	1
4	90330000	DM0010FAA	PERFORATOR DM0010FAA 14OD 11ID 3SWHITE	1
TOTAL COST = 3,44,047/- (Exclusive of Applicable GST)				

C: ATTACHMENTS (SPINE /SKULL BASE APPLICATION)

SL. NO	HSN Code	CFN	Description	Qty.
1	90189029	MR8-AS14	ATT MR8 14CM STRAIGHT 3.2MM	1
2	90189029	MR8-14BA30	TOOL MR8 14CM BALL 3MM DIAMETER	1
3	90189029	MR8-14BA40	TOOL MR8 14CM BALL 4MM DIAMETER	1
TOTAL COST = 1,12,243 /- (Exclusive of Applicable GST)				

DABC-Vasantham Complex, 1st Floor, A Block, No.6, M.T.H.Road, Villivakkam, Chennai-600 049
Tel: 0091-44-26174224,26174228,26175034 FAX: 0091-44-2617 5012 E-mail: info@advancedmedical.in

REF. NO: 4106/QTN-KE/2022-23 **DATE: 26.08.2022**

OUR GST NO: 33AACFT3137B1ZS

TERMS AND CONDITIONS:

- **PRICE : THE ABOVE PRICE IS INCLUSIVE OF GST 12%**
- **DELIVERY : WITHIN FOUR TO SIX WEEKS**
- **PAYMENT : 100% ADVANCE ALONG WITH CONFIRMED ORDER**
- **WARRANTY: ONE YEAR FROM THE DATE OF INSTALLATION**
- **VALIDITY : 60 DAYS**

Thanking you,

For **THE ADVANCED MEDICAL SYSTEMS INC,**

THE ADVANCED MEDICAL SYSTEMS INC., JAMS CHENNAI

AUTHORISED SIGNATORY

DABC-Vasantham Complex, 1st Floor, A Block, No.6, M.T.H.Road, Villivakkam, Chennai-600 049
Tel: 0091-44-26174224,26174228,26175034 FAX: 0091-44-2617 5012 E-mail: info@advancedmedical.in

REF NO: ITS/OCULA/1329/KU **DATE: 10.10.2022**

To,
M/S. DHANVANTRA HEALTH CARE PRIVATE LIMITED
DR. RADHAKRISHNAN SALAI
MYLAPORE - CHENNAI 600 004.

Sub: Regarding Product Introduction and Quotation

Dear Sir,

Here we submit the quotation for **Sanma Surgical Operating Microscope Model - Ocula - with Magnetic brake**

S.No.	DESCRIPTION	QTY	HSN CODE	AMOUNT(Rs)
1.	**Surgical Operating Microscope** Model : **Ocula - with Magnetic brake** Make : Sanma - India	**1 Set**	**90118000**	**Rs. 45,00,000.00**
	GST @ 18% EXTRA			

Here we provide our quotation, Proforma Invoice, Terms, conditions and catalog with technical specifications.

For further clarification, please feel free to contact
Mr. P. Gnanasekaran - Cell No. +91-9976645678
Mr. J. Yuvaraj - Cell No. +91-7418422159

Thanks & Regards,
For Innovative Tech Systems.,

Authorized Signature

1253, 16th Street, Poompugar Nagar, Kolathur, Chennai - 99.
Mobile: +91 9942314567 | 9976645678 Email: innovative.che@gmail.com

REF NO: ITS/OCULA/1329/KU **DATE: 10.10.2022**

Technical Details

S.No.	HSN CODE	DESCRIPTION OF UNIT COMPRISE	QTY
I	90118000	SURGICAL OPERATING MICROSCOPE MODEL : **OCULA - WITH MAGNETIC BRAKE**	1 SET
1		0°-210° Tilt able binocular Eye Piece	
2		Motorized Zoom 1:6 ratio (4X to 24X)	
3		i-Focus 200mm – 500mm variable Focus	
4		Eye Piece 10x	
5		Motorized Hand grip control for zoom and focus and Illumination Joystick powered optical head movement on both handgrip	
6		Joystick powered optical head movement	
7		6 Axis Magnetic Brakes	
8		LED Illumination through Fused Optical Fiber cable	
9		Backup LED light source	
10		Stereo co-observer tube with 0°-210° Tiltable Binocular Eye piece	
11		HD Camera with HD Recording	
Total Amount is Rs. 45,00,000.00 (GST @ 18% Extra)			

Terms and conditions:

- **Tax** : GST 18% Extra
- **Payment** : 100% Advance Along With Purchase Order
- **Delivery** : 4 - 8 Weeks from the date of PO with Advance Received
- **Warranty** : One Year From The Date Of Installation
- **Validity** : 30 Days From The Date Of Offer

Thanks & Regards,
For Innovative Tech Systems.,

Authorized Signature

1253, 16th Street, Poompugar Nagar, Kolathur, Chennai - 99.
Mobile: +91 9942314567 | 9976645678 Email: innovative.che@gmail.com

SAMSUNG

SAMSUNG INDIA ELECTRONICS PVT. LTD.
C.I.N.: U31900DL1995PTC071387
20th to 24th Floor, Two Horizon Centre, Golf Course Road,
Sector-43, DLF Phase-V, Gurugram (Gurgaon) - 122002, Haryana INDIA
Tel. : (91-124) 488-1234
Fax : (91-124) 488-1415/2122
Website: www.samsung.com/in

DATE: 05/09/2022

To

DHANALAKSHMI SRINIVASAN HEALTHCARE PVT LTD,
DR RADHAKRISHNAN SALAI, MYLAPORE,
CHENNAI

QUOTATION

Samsung HERA W10

State of the art Premium Color Doppler Ultrasound

SAMSUNG ELECTRONICS

SAMSUNG

SAMSUNG INDIA ELECTRONICS PVT. LTD.
C.I.N.: U31900DL1995PTC071387
20th to 24th Floor, Two Horizon Centre, Golf Course Road,
Sector-43, DLF Phase-V, Gurugram (Gurgaon) - 122002, Haryana INDIA
Tel. : (91-124) 488-1234
Fax : (91-124) 488-1415/2122
Website: www.samsung.com/in

System Configuration: -

SL No.	Qty.	Item	Description
1	1	HERA W10 CW V1.02	HERAW10, 4P, LV, IND*V1.02
2	1	PB-CA1-7A	CA1-7A/45R,160EL,DLP408,SM,VER0,REV0
3	1	PB-LA2-14A	LA2-14A/256EL,DLP408,WR
4	1	PB-CV1-8A	CV1-8A/46R/192EL, DLP408, SM, DIV0, EXP*
5	1	PB-EV2-10A	EV2-10A/192EL,SM,DLP408,EXP*2 PHTHALATE
6	1	OPT-W1-SMART4D+	[SW] HERA W10 SMART 4D PLUS EXP
7	1	OPT-W1-5DOBPACK	[PS] HERA W10 5D PREMIUM OB PKG.
8	1	OPT-W1-MVFLOW	[SW] HERA W10 MV-FLOW EXP
9	1	OPT-W1-REALISTICVUE	[SW] HERA W10 REALISTIC VUE EXP

Price for the above Configuration: (1 to 9 items) with 3 years Warranty.	Rs.78,70,000/- (Seventy Eight Lakhs and Seventy Thousand Rupees Only)

SAMSUNG ELECTRONICS

NOTE: -

- **THE ABOVE PRICES ARE INCLUSIVE OF CUSTOM DUTY & GST AS APPLICABLE CURRENTLY. IN CASE OF ANY CHANGE IN CUSTOM DUTY/ SALES TAX STRUCTURE AT THE TIME OF BILLING/ DESPATCH, THE SAME WILL BE BORNE BY THE CUSTOMER.**
- **REGISTRATION UNDER PNDT ACT IS MANDATORY.**
- **OCTROI/ ENTRY TAX IF ANY WILL BE BORNE BY THE CUSTOMER.**

For SAMSUNG INDIA ELECTRONICS PVT. LTD

Dhinakaran Durairaj

Manager- Sales (HME)

SAMSUNG

SAMSUNG INDIA ELECTRONICS PVT. LTD.
C.I.N.: U31900DL1995PTC071387
20th to 24th Floor, Two Horizon Centre, Golf Course Road,
Sector-43, DLF Phase-V, Gurugram (Gurgaon) - 122002, Haryana INDIA
Tel. : (91-124) 488-1234
Fax : (91-124) 488-1415/2122
Website: www.samsung.com/in

Product Description:

SAMSUNG HERA W10 PREMIUM COLOR DOPPLER ULTRASOUND SYSTEM ARCHITECTURE:

- 21.5" HD LED Monitor with resolution of 1920x1080x24 bits
- 13.3" LCD (LED backlight unit) Tilting Touch Screen
- 4 Probe ports
- 6 Probe holders
- Gel warmer
- Digital TGC controls on touch screen
- DDR3 SD RAM 16 GB
- HDD: Integrated SSD (512 GB)
- 6 way moving and motorized console movement.

SAMSUNG HERA W10 APPLICATION INCLUDES;

- Abdomen
- Obstetrics
- Gynecology
- Urology
- Vascular
- Small Parts
- Pediatric
- Musculoskeletal
- Contrast
- Cardiac
- TCD

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REDEFINED IMAGING TECHNOLOGIES
POWERED BY Crystal Architecture™

Samsung HERA W10 Crystal Architecture™, an imaging architecture that combines CrystalBeam™ and CrystalLive™, based on S-Vue™ Transducer, is to provide crystal clear image. CrystalBeam™ is a new beamforming technology beneficial in delivering high-quality image resolution and increased uniformity of images.
CrystalLive™ is Samsung's up-to-date ultrasound imaging engine with enhanced 2D image processing, 3D rendering and color signal processing, to offer outstanding image performance and efficient workflow during complex cases.

A NEW BEAMFORMING FOR IN-DEPTH IMAGE CREATION

Crystal Beam™ utilizes Arbitrary Waveform Transmission, Massive Parallel Beam forming, and Synthetic Aperture technologies to produce a faster frame rate and improved image uniformity.
Arbitrary Waveform Transmit refers to a widely-focused beam transmission technology that allows for more coherent images; sequentially Massive Parallel Beamforming and Synthetic Aperture enable more enriched and faster beam processing, based on a large amount of acquired ultrasound data.

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SOPHISTICATED 2D IMAGES PROCESSED BY Crystal LiveTM

CrystalLive™ helps you to make more confident diagnoses with fundamental 2D images.
Some major advantages of 2D images include shadow-suppressed images, lessened halo artifacts, and mitigated blurred area. ShadowHDR™ is a key feature that shows shadowy areas, making it especially applicable for use in highly attenuated regions, such as fetal head or spine.

SHADOWHDR™

ShadowHDR™ selectively applies high-frequency and low-frequency of the ultrasound to identify shadowy areas such as fetal head or spine where attenuation occurs.

HQ-VISION™

HQ-Vision™ provides clearer images by mitigating the characteristics of ultrasound images that are slightly blurred than the actual vision.

MV-FLOW (OPTION)

MV-Flow™ offers a novel alternative to power Doppler for visualizing slow flow of micro vascularized structures. High frame rates and advanced filtering enable MV-Flow ™ to provide a detailed view of blood flow in relation to surrounding tissue or pathology with enhanced spatial resolution.

LUMIFLOW™ (OPTION)

Fetal LumiFlow™ is a three-dimensional visualization of blood flow, which helps to understand the structure of blood flow and small vessels intuitively.

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REALISTIC DESCRIPTION OF 3D/4D PERFORMANCE

Crystal Live™ in 3D/4D provides users with more realistic and high-resolution images.
It outdoes conventional 3D imaging technologies in terms of viewing small parts and lighting effects. In addition, you are able to see 3D anatomy with more realistic depth perception, and can visualize the internal and external structures at once.

CUSTOMIZABLE FOR THE WAY YOU WORK:

We believe that a truly great system offers customer-centric working conditions. Users of the HERA W10 have the option of customizing its diagnostic settings based on personalized protocol.
It results in a more streamlined examination process and faster workflows.

QUICK PRESET: FOR EASY TRANSDUCER PRESET

With one touch, the user can select the most common transducer and preset combinations. Quick Preset increases efficiency to make a full day of scanning simple and easy.

TOUCH CUSTOMIZATION: FOR YOUR PREFERENCES

A customizable touchscreen interface that allows the user to move frequently used functions to the first page, keeping the focus on the patient instead of the system.

CONTEXTUAL BUTTON: FOR YOUR CONVENIENT ACCESS

Depending on the user's choice of ultrasonic inspection items, the required diagnostic functions may be assigned to the control panel buttons to reduce the hassle of menu selection.

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S-VUE TRANSDUCER

The extremely responsive S-Vue transducer provides broader bandwidth and higher sensitivity. In combination with S-Vision Beamformer technology and the S-Vue transducer, hard to visualize pathology is more easily demonstrated. The technically challenging patient is easily scanned delivering superb resolution at depth. In addition, the small ergonomically designed light-weight transducer enables users to suffer less fatigue.
RS85 increases confidence with accurate results using advanced technologies developed by Samsung, while simultaneously enhancing user convenience and providing an efficient work environment.
PRECISE GUIDANCE ASSISTS IN ACCURATE NEEDLE PLACEMENT

ADVANCED QUICK SCAN™

Advanced QuickScan™ technology maximizes workflow and efficiency, therefore enables users to remain focused on the patient. With a simple touch of a button important imaging parameters are automatically adjusted, such as color gain, location of the color box and angle correct. This feature improves workflow and increases efficiency.

LOW-MI (CONTRAST-ENHANCED ULTRASOUND) ((OPTION)

Low-MI is a technology that uses contrast agents when performing ultrasound scans. This technology processes reflected signals from contrast agents, which are stimulated by particular ultrasound pulses, and produces a unique sonogram with increased contrast. Exams are easier to perform by providing dual-live views

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REALISTIC VUE™ (OPTION)

Realistic Vue™ is a 3D/4D technology that displays detailed volume rendering, which enables users to easily identify subtle anatomical features. Anatomies look realistic when viewed in color with shading that provides additional depth perception, helping users better define the complex structures of anatomies which is almost impossible in 2D.

ADVANCED 5D OPTIONS

5D NT (Option)

This is the World first implementation. This new 3D technology automatically finds the true mid-sagittal view from 3D data, and then will also automatically measure NT/IT for the user. With the Volume NT/IT, doctors can check and diagnose syndromes of fetus much more quickly, conveniently and accurately. It saved time to 1st trimester screening. Through the function which it becomes an upgrade in 5D NT, It provides more accurate measurement for acquiring data adjusting to NT evaluation Guide. (Include Auto zoom)

5D LONG BONE (OPTION)

5D LB is one of our semi-automatic tools by using 4D ultrasound. With 5D LB, we will get more reliable result with less dependence on operator's skill, and increase productivity, also give the guideline for beginners. This technology is the world first implementation.

5D CNS+ (OPTION)

After we get the volume information of fetal brain, 5D Brain also finds you 3 standard views, which are Transthalamic view, Transcerebellar view and Transventricular view. More that provides automated measurement on each view such as BPD, TCD, VP etc. So it gives rise to diagnostic confidence due to 95% accuracy, and time saving which reduces from 11steps to 1 step process.

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5D HEART (OPTION)

5D heart is, in other words, Fetal Intelligent Navigation Echocardiography. After we acquire STIC data, point out 7 landmarks following by guide, which are Aorta at stomach, Aorta at 4ch. View, Crux, Atrium wall, Pulmonary valve, SVC, Transverse Aortic Arch 9 standard views will be found semi-automatically and automatic labeled. It would be beneficial tool for screening of fetal heart by reducing your time to exam.

5D FOLLICLE (OPTION)

This is Auto Detection tool for Follicle. In general, follicle has anechoic characteristic on the image, so this feature automatically detects such anechoic structure and shows them with different color and displays them on the result table following the size. Especially if 5D Follicle provides slice view, so that we can measure again with simple way, so this feature also reduces time consuming and increase diagnostic confidence

E-BREAST™ (OPTION)

Using a streamlined work process, E-BreastTM technology calculates the strain ratio for the lesion. This simplified process of just selecting on 1 ROI enhances usability and improves examination efficiency.

E -THYROID™ (OPTION)

The E-Thyroid technology provides a more objective diagnosis by using an elastography index to determine the strain ratio of nodules. ElastoScanTM images are acquired by using the pulsation of carotid artery.

For SAMSUNG INDIA ELECTRONICS PVT. LTD

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Dhinakaran Durairaj

Manager- Sales (HME)

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Terms and conditions of sale

1. **ORDER**:

Upon the terms and conditions contained in the quotation and appearing hereafter being acceptable to the customer, it shall place the Order with **M/s. SAMSUNG India Electronics Pvt. Ltd., 6th Floor, DLF Centre, Sansad Marg, New Delhi-110001** or to any other authorized distributor which may be so identified by Samsung India Electronics Private Limited (SIEL) from time to time. Supplies will be made by the Authorized Distributor directly to the customer.

2**. INSTALLATION**:

Installation of the equipment will be undertaken by SIEL/Authorized Service Provider, at the proposed site at no extra cost. Pre -installation requisites like civil work, electricity have to be done by the customer at their own cost as per the request of SIEL/ Authorized Service Provider.

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3. **REQUIRED DOCUMENTATION BEFORE DISPATCH:**

(1) PNDT/AERB Site approval certificate and other documents: The customer shall provide all relevant certificate / documents like PNDT, way bill and entry forms as applicable before the dispatch of the Machine.

(2) Installation place / facility confirmation: It shall be the responsibility of the customer to provide proper place and proper facility for installation of the ordered Machine and full compliance with the "Pre-installation checklist" contained in **Annexure I.** Installation of the equipment will be undertaken by SIEL/ Authorised Service Provider, at the Site at no extra cost. Pre -installation requisites like civil work, electricity shall be done by the customer as per SIEL's request and Pre-installation checklist contained in Annexure I.

(3) SIEL/ Authorised Distributor shall dispatch the machine in terms of clause 3(2) only upon the written confirmation on the above by the customer.

4. **PRICES**:

Prices are inclusive of Customs Duty & including GST. However all state / local taxes & levies are extra, as applicable (Octroi, entry tax etc.) and will be borne by the customer solely. TCS Will be paid as applicable on execution time.

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5. **TERMS OF SUPPLY**: CIF (Cost, Insurance and Freight): will borne by SIEL/ Authorized Distributor.

6. **DELIVERY AND PAYMENT TERMS**:

The equipment will be delivered **within 6-8 Weeks** from the date of receipt of purchase order on fulfillment of the below mentioned details:

i. 25% cost of the purchase order is received as an advance
ii. Balance payment before delivery of equipment.

7. **WARRANTY**:

The equipment shall be under Warranty for any manufacturing defects for a period of **36 (Thirty Six Months)** from the date of installation. During the Warranty period the component found defective will be replaced or repaired free of cost, at the sole discretion of SIEL. Defective spare parts will become the property of SIEL and the customer shall have no claim on the defective parts. After completion of 36 Months of warranty, customer has option to go for CMC of equipment cost with escalation of 5 % year over year.

• The warranty would cover all problems caused by faulty workmanship or faulty material.

• Any such defective part/unit will be replaced or repaired with a working part of higher or same quality within the designated warranty period.

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• The warranty is void in case:-

- The Machine is relocated from place of installation by any unauthorized person, or
- If any repair work is undertaken by unauthorized person, or
- when attempt is made to modify or alter any part or assembly of the Machine, or
- If the Machine is misused or dropped or shifted without permission of competent authorities, or
- The Machine is found opened by anyone other than authorized SIEL personnel, or
- It is found that the Machine has not been used as per instructions in Operating / Instruction Manual.

• This warranty does not cover:-

- Any third party bought out items and any non-Samsung items supplied along with the Machine like UPS, printers, external monitors etc.
- Plastic parts or rubber parts like probe cable cuts, plastic cover damage, wearing of keyboard letters, magnetic, tapes /discs, floppy discs, flexible leads etc.
- Consumable items like lamps, fuses, fibers etc.
- Replacement of batteries, training materials and other supplies.
- The damage of cables and PCB assemblies caused by external factors like rodents, pests, insects and water entering into the machine will not be covered under this warranty.
- Vaccumatic items like TV tubes, Cables etc.
- Defects caused due to manhandling, misuse, breakage, voltage /current fluctuation etc.

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- Damages and loss caused by external factors including but not limited to fire, flood, storm, tidal wave, hurricane, lightening, earth-quake, theft, voltage fluctuation, war, strike, riots & terrorist act, abnormal condition of operation and /or any force majeure event.

• SIEL will not be responsible for any incident or consequential damage of any kind arising from or connected with the use of the Machine.

• SIEL shall not be responsible for any loss, damage or injury resulting from delay in services rendered under this warranty.

• SIEL shall not be liable for any failure, or part performance or delay in performance where such failure, or part performance, or delay is a result of an extra ordinary event or circumstances like acts of nature, (including fire flood, storm, hurricane, earth quake-or other natural disaster), war, strike, riots & terrorist attack, and /or any force majeure event.

- loss caused by external factors including but not limited to fire, flood, storm, tidal waves, hurricane, lightning, earth quake, theft, war, strike, riots and terrorist attack, abnormal condition of operation and/ or any force majeure event.

- Any third party bought out items (not manufactured by SIEL) like Printer, UPS, External Monitor & trolley etc.

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8. **VALIDITY**:
The quotation is valid for **90 days** from the date of issue. However, if the quotation is not extended as above, the quotation shall be deemed to be cancelled.

9. The equipment is sold on the condition that the customer is the actual user and the end- customer of the equipment.

10. **FORCE MAJEURE**: SIEL shall not be liable for any loss or damage due to delay in manufacture or delivery resulting from any conditions beyond SIEL's reasonable control, including but not limited to compliance with any regulations, Order or instructions of any Central or State Government or any departments or agency thereof, acts of God, acts of omission of the Customer, fire, strike, factory shut down or alterations, embargoes, war, riots, delay in transport, labour trouble and any delay resulting from such cause, shall extend delivery date correspondingly. This delay also includes delay on account of procurement of bought -out items.

11. **NOTICES**: - Any notices sent under this Quotation and/ or the Purchase Order must be in writing and may be served by personal delivery with due acknowledgment or by sending the notice by registered post / speed post at the address of the respective Party mentioned herein or at such other address as the relevant Party may in writing notify for the purpose of service of notices in future.

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12. **GOVERNING LAW AND ARBITRATION**: -

This Quotation and/ or the Purchase Order shall be governed by and construed in accordance with the laws of India. In the event of any dispute or difference between the customer and SIEL arising out of the Quotation and/ or the Purchase Order or any matter incidental thereto, the same shall be referred to the sole arbitrator to be appointed by the Director of SIEL upon request of either of the Parties. It is hereby expressly agreed that the powers of the arbitrator appointed in the matter shall include the power to make interim award/awards as the circumstances of the case may justify; to appoint a receiver, commissioner or custodian, whatever name called during the pendency of the proceedings subject to such final order as may be passed by the Arbitrator and shall also have the power to issue such further orders from time to time as he may deem fit. The award of the arbitrator shall be final, conclusive and binding on all the Parties. The venue of the arbitration shall be at New Delhi. The language of the arbitration shall be English. The Courts at Delhi alone shall have the jurisdiction to deal with the arbitration proceedings and the award in accordance with law.

Special Terms: Price for 4th Year warranty with any one probe is Rs. 3, 45,000/- + Applicable GST with 5% escalation Year on Year

For Samsung India Electronics Pvt. Ltd

SAMSUNG ELECTRONICS

Dhinakaran Durairaj

Manager- Sales (HME)

I STROM TECHNOLOGIES

Quotation NO : IST / 25-07-22- 1105 25-07-22

To

Dhanvantra Health Care Pvt Ltd,
NH-45, TRICHY, CHENNAI TRUNK ROAD,
NEAR SAMYAPURAM TOLPLAZA,
SAMAYAPURAM-621112.

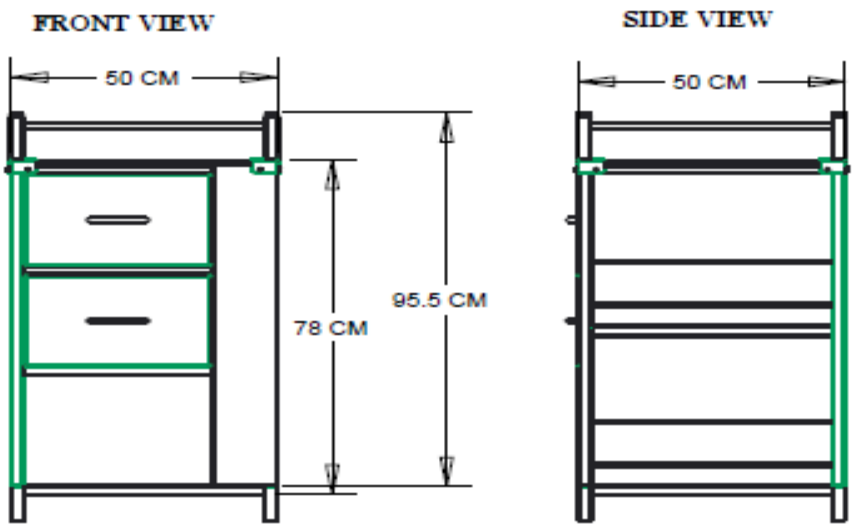
Greetings from I Strom Technologies

As a healthcare technology company, innovation and development were rooted in our DNA. Our path of 12 years is marked by a series of breakthroughs. From single products to total solutions, we have been developing the ability to create and operate multiple product lines and serve various customer segments, as well as improving our capability in global operation & acquisition and direct sales management in emerging markets. Our core competencies have been continuously expanding with each breakthrough, which leads to a broader business developing path and a larger addressable market that boost growth.

Product Description Semofowler Cot with bedside locker

Office: NO.F1-D.30, Thillainagar, Northeast extensions, 5th cross, Tamilnadu, India
+917092185555, E-Mail: istromtech@gmail.com

BEDSIDE LOCKER & SPECIFICATIONS



- Locker width 50cm
- Locker 78 cm hight with out top frame
- Locker With top frame 95.5cm
- SS top surface
- SS top frame angle
- Side rack external fluid rack 2
- Three rach
- Tworack closed door one rack opened

SEMIFOWLER COT & SPECIFICATIONS

- SEMI FOWLER (SINGLE FUNCTION
- ICU MANUAL BED) WITH SS SIDE
- RAILS WITH 6 POLES COLLAPSIBLE

- SIDE RAILS, WITH SS 304, ROUND TUBE 1 INCH WITH GREEN WOOD ATTACHED HEAD AND FOOT
- PANELS WITH 4 BASE ATTACHED LEG (SQUARE TUBE) WITH 33
- DENSITY MATRESS 4", WITH GREEN COLOR REXINE WITH PILLOW, L6.5
- FT, W 3 FT, H 2 FT INCLUDING MATRESS
- with epoxy white 9010 colour code powder coating, with 18 G sheet , with 1.2 mm thickness square tube outer frame
- Cot attached SS IV pole

COMMERCIAL TERMS This Price for 300 cots

Model of the machine	**ISTROM Semi fowler cot, matress, pillow, iv pole with Customised bedside locker**
Unit Price of the machine	Rs 39500
Total cost of Machine along with GST 18%	Rs 39500
No of Units	400 sets
Total Cost	**Rs 1,58,00,000**
In words	Rupees One Crore Fifty Eight lacks only.
Warranty	24 months of Manufacturer warranty from the date of installation (Reference as mentioned in Terms & Conditions)
Delivery	10-15 Days upon receipt of PO and Advance, however every attempt shall be made to expeditethe delivery.
Service	Backed by istrom service team
Supply	Through - ISTROM TECHNOLOGIES
Validity of the Quote	Valid upto 15st August 2022
Country of Origin	India

Prices:

General Terms and Conditions

- All prices mentioned in the Price list or Quotations Performa Invoice is Ex works from the Trichy Branch of the State from where the quotation is issued. Unless otherwise, it shall be construed as nearest Branch of the same state where delivery is intended.

GST:

- All Prices are Ex Works unless otherwise agreed upon in writing.
- The prices of the Products are those specified in the applicable order. Unless otherwise agreed in writing by the company, all prices quoted are

exclusive of Taxes, transportation and insurance costs.

- GST is applicable extra and must be paid before the executing the delivery. GST number mustbe specified in Purchase Order
- Way Bill / Road Permit must be provided along with Purchase Order
- The Purchaser shall pay all taxes (including, without limitation, any and all federal, provincial,state or local sales, use, excise, privilege or similar taxes), levies, tariffs or duties, of any kind (collectively, the "Taxes"), on the Products, or the Purchase shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Payment:

All Payment must be done Bank DD / RTGS or Bank Transfer in currency specified in thequotation. No cash payment or barter shall be considered. Before the delivery 100% payment should be transferred **ISTROM TECHNOLOGIES account.**

Late payments are subject to 2% interest charge per month (24% per annum). If credit is notapproved by Company, all orders must be prepaid in full. Company reserves the right to require Buyer to pay outstanding invoices via wire transfer. Company reserves the right to withhold shipment in the event Customer is in arrears.

Validity:

Prices are valid upto 15st August 2022 from the date of Quotation. However Company reservesto right to modify or amend the prices.

Delivery:

It shall be initiated from Branch Warehouse or any other depot.

Company reserves the right to either supply directly or from supply from the distributor

Unless instructions to the contrary are stated on the order, transport arrangements will be made by the company on behalf of the Purchaser for dispatch of the goods to the point of delivery indicated on the quotation. The Purchaser will be responsible for the whole costs of carriage and insurance in addition to the price of the Goods unless otherwise stated in the quotation

Within 15 working days after the receipt of Purchase order and realization of payment but subject to the availability of goods. Within 3-4 Weeks after the receipt of Purchase order and realization of payment. However every attempt shall be made to expedite the delivery

Unless otherwise stated. If transport is arranged by the Company, the risk in fthe Goods shall pass to the Purchaser at the time of the delivery at the said delivery point.

Installation / Assembly – Demonstration

The supplier shall carry out installation of the equipment and shall not be responsible for any Preliminaries, Site alterations, etc. The purchaser should carry out preliminaries connected with installation, civil, electrical and structural alterations required for installing the equipment, at his own cost and as agreed during the submission of drawings by the supplier.

Operational requirements

The purchaser shall maintain the environmental conditions recommended by the supplier so as to ensure that the equipment neither does nor suffer damage due to humidity, dust, pests, severe temperature, etc. The purchaser shall ensure that the equipment is operated, as per the operating instructions and supplier's recommendations. The purchaser shall also ensure that competent, trained and skilled personnel operate the equipment. The supplier shall not be responsible for any loss, damage or injuries caused due to purchaser's non-fulfillment of these conditions.

Freight Charges

Not included unless otherwise agreed upon

Warranty

Unless otherwise stated, Warranty shall be 14 months after the date of delivery or 12 months after the date of installation whichever is earlier. Warranty only refer to the manufacturing defect and does not cover any misuse arising from operating/ using the product by untrained personnel or operating the products outside the guidelines of ambient temperature, humidity, electrical power , voltage , medical grade input water and disinfection protocols.Warranty shall be considered void if goods are moved from one location to another without prior written confirmation by the Company Warranty is not applicable for defects arising from willful or accidental damage to machine orits parts

The liability of company under this warranty shall, in any event, be limited at Company's option to either repair, or replacement of, the defective Products at its own expense or to reimburse the Purchaser its price paid to Seller for the defective Products. The provision of any warranty does not apply to any Products that have been used for a purpose for which they were not designed, have been altered in any manner, used in any way as to adversely affect their performance and reliability, or have been subject to misuse, abuse, neglect, alteration, accident, repair, operation outside the environmental specifications for the Products, improper installation, improper handling during or after shipment, improper testing or the like after shipment, or for any other cause not attributable to defects of material or workmanship on thepart of Company .

Other Terms

- Customer need to provide Uninterruptible Power Supply (UPS)/Servo stabilized powersupply to our machines.
- Any parts damaged due to electrical fluctuations won't cover under warranty/ Comprehensive Maintenance Contract (CMC).
- Machine should not be shifted from the installed location to other
- Centers, if shifted -warranty void.
- Physical damage/mishandling/missing parts ot covered under

warranty/Comprehensive Maintenance Contract.

- Medical grade disinfectant and disinfection protocol should be followed, if not – warranty void, parts damaged won't cover under comprehensive maintenance contract.
- Accessories like, Power cable, batteries and disposables are not covered under warranty/comprehensive maintenance contract.
- Spares damaged caused due to pest and rodents (rat, ant etc.) will not be covered under warranty/comprehensive maintenance contract.
- The cost only applicable for machine alone not included stand, and other accesaries.

1. Machine should be in good working condition (without missing/damaged parts) before taking into comprehensive maintenance contract. Our engineer will check the condition of the machine before taking it into comprehensive maintenance contract.
2. 24 MONTH after that will support by Annual Maintenance Contract (AMC) only.
3. All comprehensive maintenance contract/annual maintenance contract paymentsshould be paid in advance

Note: Warranty will not cover the, POWER fluctuation, physical handling damage, water spill damage; machine should operate with online ups power packup only.

Governing Law and Jurisdiction

These Terms and Conditions are governed by and will be construed in accordance with, Indian Law under jurisdiction of Trichy, Tamilnadu. Any dispute arising out of or in connection with the Contract or these Terms and Conditions and the legal relationships created by the Contract and these Terms and Conditions and each Party submits to the exclusive jurisdiction of the Trichy, Tamilnadu Court

Resale of Goods

Goods shall not re-sell outside the territory or to any other customer unless it is agreed upon.

Confidentiality

The parties acknowledge that they may receive confidential and/or proprietary information relating to the business of the other party or its licensors, including without limitation designs, presentations, drawings, schematics, software tools, software (in source and object forms), user interface designs, architecture, objects and documentation(both printed and electronic), , technical information, characterization, design rules, formulae, physical descriptions or views, logical views or binary representations, performance and interface information, proprietary command architecture, proprietary scheme constructs (commands, format, syntax, and semantics), defects, bugs, proprietary circuit behavior information, Buyer-supplied data, circuit, logic elements technical and marketing information, know-how and/or trade secrets, which are identified as confidential and/orproprietaryat the time of disclosure or that a reasonable person would consider, from the nature of the information, as confidential and/or

proprietary (the "Confidential Information").The parties will only use such Confidential Information in the performance of these Terms. The receiving party shall treat the Confidential Information as confidential to and as the property of the disclosing party and use a degree of care not less than the degree of care it uses with respect to its own information of like nature to prevent unauthorized access, use or disclosure, which in any event shall be no less than a reasonable degree of care. The receiving party will not disclose these Terms or Confidential Information, except to the receiving party's directors, officers, employees and contractors who have a need to know for the purpose of carrying out the business relationship and who are bound by written confidentiality obligations no less protective of the disclosing party's confidential information than this Section. As soon as practicable, receiving party shall notify disclosing party of any breach of these Terms. Each party will use and maintain reasonable security measures (which measures shall be at least those used by the receiving party to protect its own Confidential Information) to protect the other party's Confidential Information. The receiving party shall not transmit, maintain, remanufacture or duplicate all or any part of, the Confidential Information except in accordance with the terms and conditions of these Terms. The receiving party shall be directly liable for the acts or omissions of its directors, officers, employees and contractors with respect to such confidentiality obligations. The receiving party agrees to segregate all such Confidential Information from the confidential information of others in order to prevent commingling.

Title of the goods:

Title to the Goods shall remain vested in the Company and shall not pass tothe Purchaseruntil all sums due to the Company under the Contract have been paid in full.

Force Majeure:

Any delay or failure of the company perform its obligations hereunder will be excused if, and to the extent that it is caused by an event or occurrence not reasonably foreseeable and beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, inability to obtain power, material, labor, equipment or transportation, or court injunction or order.

Insurance:

Not included unless otherwise stated in the quotation.

Specifications:

Product Specifications are for Basic system. All optional items are extra. Due to technicaladvancement, technical specifications are subject to modifications.

Intellectual Property Rights:

a. “Intellectual Property” or “IP” includes any and all inventions whether or not patentable, utility models, trademarks, component designs or manufacturing processes and any improvements or enhancements thereto, copyrights and moral rights, database rights, trade secrets and know-how,in each case whether registered or unregistered, and also including identified technical and non-technical or business-related information such as specifications, computer programs, drawings or blueprints.

b. All background IP is and will remain the exclusive property of the party owning it. Neither party will be entitled to any right or license to any of the other party’s background IP.

c. For the avoidance of doubt, any machine programmers, tooling, fixturing, routing, method of manufacture and any associated data used to manufacture the goods remains the sole Intellectual Property of the Seller

Changes and Cancellations

a. Orders are not subject to change or cancellation by the Purchaser other than with the prior written consent of the Company on the letter head signed by Managing Director/ Finance Manager.

b. In the event of cancellation or change to an order by the Purchaser, the Purchaser shall accept all completed Goods and all WIP Goods in process at full price. In addition the Purchaser shallreimburse the Seller for any loss on materials, tooling or other items purchased, for the purpose of fulfilling the order.

c. Where the order is cancelled prematurely or the Purchaser shall fail to place orders in the quantities and in the time schedule for orders on which the Company based the pricing in the Contract, the company shall remap the matrix pricing to reflect the actual quantity of Goods delivered to the Purchaser. The Purchaser shall thereafter pay to the company such sum as shall represent the difference between the aggregate original matrix pricing unit cost and the aggregate actual matrix pricing unit cost for all Goods delivered to the Purchaser.

For istrom Technologies

Quotation Ref: FFIN/MEDICAL/TN/32 Date: 9/3/2022

BUSINESS PROPOSAL

DHANALAKSHMI SRINIVASAN HEALTHCARE PVT LTD

Proposal: Full room Digital X Ray Machine

Model: Fujifilm FDR Smart *f*

Submitted By:

FUJIFILM INDIA PRIVATE LIMITED

Regional Office : #6th floor,Prestige Palladium bayan, Greams Road, Chennai-600006 Tamilnadu India
Head Office : Vatika Business Park, 7th Floor, Block – One, Sohna Road, Sector-49, Gurgaon-122018
Contact Person : Sriram Raja
Mobile No. : 8939396175
Email : ck.sriramraja@fujifilm.com

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Registered Office : C -1/114, Ground Floor, Janak Puri, New Delhi - 110058. Tel : +91-11-45509780 Telefax : +91-11-45793281

FUJIFILM

Quotation Ref: FFIN/MEDICAL/TN/32 Date: 9/3/2022

To
DHANALAKSHMI SRINIVASAN HEALTHCARE
DR RADHAKRISHNAN SALAI, MYLAPORE,
CHENNAI

Subject : Quotation for Digital Radiography Solution
(Model: FUJIFILM FDR Smart *f*)

Quotation Ref.	:	FFIN/MEDICAL/TN/32
	:	3 September 2022

Dear Sir,

We thank you very much for your interest on FUJIFILM range of products and are pleased to confirm Fujifilm is Pioneer in the Field of Diagnostic Imaging with world's **first digital X-ray system** Fuji Computed Radiography (FCR) in 1983 and has maintained its focus on technological Innovations and now offers yet another new solution to the medical field, Fujifilm Digital Radiography Systems (FDR) and Fujifilm Digital Mammography Solution.

Fujifilm's pioneering of a new field, leading to widespread digitization of radiography as well as the evolution of diagnostic imaging. FUJIFILM is at leading position in India as Digital solution provider with total installed base of over 7000 CR systems. There are already over 7500 FUJI Dry Laser Imagers installed in India. After the launch of PACS , Digital Radiography(DR), and a swiftly growing FFDM (Digital Mammography) Fujifilm has taken a leading position with more than 40 PACS solutions sites, more than 125 DR Sites ,and continually growing 'Digital Mammography' sites.

Despite our year on year growth, we always try to go the extra mile for our customers. You are our most important assets.

Thanks again for your continued patronage and confidence in our products, this inspires us to extend the best of products, services and enables us to provide value for money.

Looking forward towards sustainable business venture

Best Regards,
For **FUJIFILM INDIA PRIVATE LIMITED**

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FUJIFILM

Quotation Ref: FFIN/MEDICAL/TN/32 Date: 9/3/2022

FINANCIAL OVERVIEW & TECHNICAL SUMMARY

Pos.	Description	Qty.	Price (INR) (Excluding GST)
1	***Fujifilm FDR Smart F 82 kw - 1000 mA***		
1.1	FDR Smart FGX series Generator (82kW) with APR – 1000mA	1	
1.2	Flat Panel Detector: Fujifilm FDR SE Lite C35	1	
1.3	X-RAY TUBE 300 KHU	1	
1.4	Patient Table (4 way floating)	1	
1.5	Upright Stand – WBS	1	
1.6	Floor Mounted Tube Stand	1	
1.7	Stitching Stand and software	1	
1.8	Cassette Centre Tracking	1	
1.9	Rotating Cassette Tray	1	
	(Rupees Fifty Two Lakhs Thirty Five Thousand only)		**---------- ₹52,35,000/- ==========**
	Additional Flat Panel Detector: FDR SE Lite	1	**12,10,000/-**

- **GST Extra 12%**

Purchase Order & Payment in favour of Authorized dealer.

Fujifilm India Pvt. Ltd

Name: Sriram Raja
Position: SBM – Tamilnadu

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OFFER DESCRIPTION

S.No	Description	
	Fujifilm FDR Smart *F* Fujifilm latest high-quality, cost-effective x-ray system. Easily installed in limited spaces and easy to use, this user friendly system will bring upon a smart workflow for you. Stripped down to the fundamentals, FDR Smart f will provide the essential functions you need. We provide stable and wide range of power ratings options to match your necessity. **FDR Smart FGX series Generator** ♦ Output : 82 kW ♦ Exposure voltage : 40~125 kV, 1 kV step ♦ mA Range : 10 to 1000 MA ♦ Timer Range 0.001 to 10 sec, 38 steps ♦ mAs Range : 0.1 to 500mAs ♦ Anatomical Programs : User programmable max. 1,280 programs with APR utility software ♦ Technique Selection : 4 point display (kV, mA, Time, mAs) **X-RAY TUBE** ♦ Focal Spot Size : 0.6/1.2mm ♦ Max. Anode HU : 300 kHU ♦ Target Angle : 14° ♦ Anode Type : Rotating ♦ Nominal Tube Voltage : 40 ~ 150 kV **COLLIMATOR** ♦ Field Shape : Rectangular ♦ Inherent Filtration : Min. 2.0 mmAl eq. ♦ Light Source : Single LED ♦ Luminosity : Over 160 LUX at 100 cm SID (Typ. 250 LUX)	

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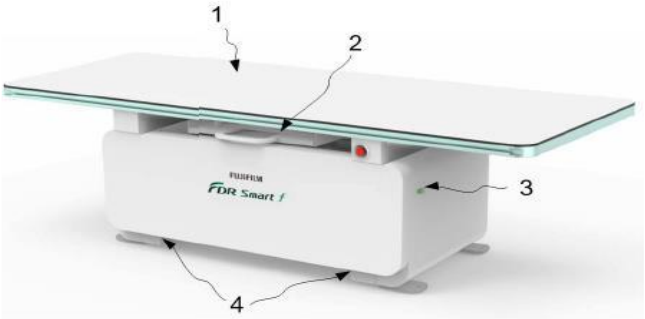
- Standard : Laser line, Tape measure, Rotating flange

Patient Table

[MOVEMENT]	**TABLE TOP IS 4 -WAY FLOATING TABLETOP**		
	Longitudinal	:	1,000 (±500) mm
	Transversal	:	250 (±125) mm
	BUCKY		
	Longitudinal	:	350mm
[TABLETOP]	Inherent Filtration	:	Less than 1.2 mmAl at 100kV
	Max. Patient Weight	:	300kg (660 lbs)
	Lock (Brake)	:	EM Lock, beam sensor on/off
	Center indication	:	Buzzer sound and LED
	Bucky Type / Grid	:	Oscillating & Fixed



Upright Stand — Variety of Examinations –WBS

- Cassette Stroke : Vertical 1,640mm
- Lock (Brake) : EM Lock, Switch on/off
- Balance : Counter Weight
- Bucky Type / Grid : Oscillating & Fixed

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Flat Panel Detector

Fujifilm DR detector technology has evolved to be smart. Smart use of dose. Smart image processing. Smart construction to withstand tough clinical environments. Smart design for easier technologist handling and patient positioning.

Fujifilm's imaging technologies realizes high resolution images in high absorption regions

- **ISS technology**
  Equipped with Irradiated Side Sampling (ISS) technology, which positions its capture electronics (TFTs) at the irradiation side, in contrast to traditional detectors.

- **IPX4 waterproofing**
  Structured to prevent the infiltration of liquids, the device conforms to IPX4 and easy-to-clean flat shape. There is no need to worry that fluid such as blood or vomit could enter the device.

- **Speedy display of images**
  Digital radiography requires no steps for imaging and provides imaging results instantly. The efficiency in exam cycle improves clinical outcomes such as shortened exam times and enhanced patient comfort.

- **Automatic Exposure Detection (AED) Technology**
  This technology "AED" which allows automatic X-ray detection. With "AED" FDR SE Lite no longer requires connection between the X-ray generator and DR power supply unit to automatically detect X-rays and start image creation.

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Quotation Ref: FFIN/MEDICAL/TN/32 Date: 9/3/2022

	FDR SE Lite Series – C35 **Silent Features** ♦ Material: CsI (Cesium iodide) ♦ Active Area – 14" x 17" ♦ Pixel size: 150 microns ♦ Resolution: 2836 Pixels x 2336 Pixels	

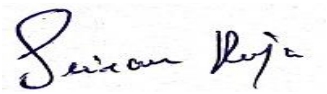
** Please refer Standard T&C conditions as apply*

With an intent of partnering with your esteemed organization in coming years for other products range leading to long term mutually sustainable relationship.
Thanks again for your continued patronage and confidence in our products, this inspires us to extend the best of products, services and enables us to provide value for money.

Looking forward towards sustainable business venture

For and on behalf of

Fujifilm India Pvt. Ltd



Sriram Raja
Strategic Business Manager - Tamilnadu
+91 8939896175

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Sales Terms and conditions

1. **PRICE :**
   The prices quoted are net and for delivery F. O. R. Destination by air / road / rail and are inclusive of import duty/excise duty.

2. **OTHER TAXES LEVIES :**
   Offered price is exclusive of Goods and Service Taxes (GST)

3. **STATUTORY VARIATIONS IN RATES, TAXES, DUTIES AND LEVIES :**
   Our offer is based on currently prevailing rates of various taxes, levies and surcharges such as Customs Duty, Sales Tax, Excise Duty, Octroi, etc. Any Statutory variations in the rates of such sales tax, customs duty, excise duty of changes in foreign exchange rates (normal or on account devaluation) and / or R.B.I Import Norms and / or imposition of new levies at the time of delivery shall be to the buyer's account. We therefore, reserve the right to claim the cost escalations from the buyer arising on account of increase in such rates, taxes, duties and levies.

4. **PAYMENT :** 25% Advance and 75% Cash on Delivery (COD) basis through Demand draft or RTGS 2-3 days prior to desired feasible delivery date

5. **CANCELLATION :** Any order placed, pursuant hereto may be cancelled by the buyer only upto written notice and upon payment to the Company all cancellation charges of 10% of order value.

6. **INSTALLATION :** Installation of the equipment offered is at no additional cost unless otherwise specified.

7. **Standard Warranty:**
   A. The equipment offered is warranted for any manufacturing defect arising within 12 months from the date of installation of the equipment in satisfactory working condition or within 13 months from the date of delivery whichever is earlier.
   B. This Warranty however does not include:
      i. Damages and/or malfunctioning sustained by obvious, misuse or neglect, such as excessive heating, mechanical vibration, operation contrary to our instructions, for use in

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contravention of the rules and generally accepted norms established in the current electrical practice.

C. In case of imported spare parts found to be defective during installation and the warranty period needing replacement, the same will be replaced by us free of cost.

The Company will endeavor to either repair or replace the defective materials/parts provided the buyer has given written notice of the defect within the agreed period.

The above warranty becomes void if any servicing or alterations to the equipment are carried out by persons other than our Company's representative.

8. SITE PREPARATION: If required the site preparation for the installation of the equipment supplied is to be ensured by the buyer at his cost as per specifications which will be provided by the seller, prior to the arrival of the equipment at site.

Basic pre-requisite for the installation of the DR System:

- Line Power: 400V3~, 480V3~
- Computer Tables/ trolleys are needed for the Workstations installation.
- Sufficient Air conditioning is recommended in all the Equipment Rooms.
- Suitable UPS
- Required hardware, infrastructure such as Power Supply sockets, network cabling, network sockets, hubs, switches and installation space required as per the specifications.

3~: Three Phase Supply

9. DELIVERY:

12-16 weeks from date of receipt of confirmed purchase order along with minimum 25% token advance and Balance Payment through RTGS prior to desired/feasible date of delivery or through demand draft prior to delivery

10. VALIDITY:

This offer is valid till 7 days from the date of offer or as specified.

11. INSURANCE:

The goods are insured against transit damages from our warehouse to destination as per contract Insurance cover after the arrival of the goods at Site is to be arranged by the buyer at his cost and risk.

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12. FORCE MAJEURE :

In the event of the occurrence of Force Majeure, we shall be entitled to suspend delivery of the goods and delay thereof for that duration without being held responsible for any damage resulting therefrom. The expression 'Force Majeure' shall mean and include any happening or event beyond our reasonable control and of which we could not prevent or forestall the effects, and which is of such nature as to prevent us either wholly or partially from carrying out our contractual obligations, account being taken diligence which may reasonably be required be required by us, and shall include the delay confirmation of our order. Such circumstances include but are not restricted to Acts of God, war, insurrections, fires, floods, strikes, epidemics, Government regulations, embargoes, non - availability of any License and /or authorisation required, defaults of our suppliers or sub-contractors, etc.

13. Equipment purchased cannot be exported outside India without the prior written consent from the supplier.

14. TRADE TERMS:

It is understood that in case the goods cannot be dispatched to the destination on the date scheduled therefor by reasons attributed to the buyer and/or outside our control, we shall be entitled to store the goods concerned at the buyer's expense and risk in which case the warehouse receipts shall serve as substitutes for the shipping documents in all respects, the buyer undertaking to reimburse any and all additional expenses so incurred on our first demand.

15. SOFTWARE :

The buyer is not authorized to reproduce, modify or supplement the software and the buyer shall not divulge it to any third party without our prior written consent. In case after the date of the quotation additional software or software extending the functional capacities will be introduced by us, such software will be made available to the buyer on payment of the additional costs. Further terms and conditions may be subject to a separate software license agreement.

16. SERVICE CONTRACT:

Buyer is advised to enter into an Annual Service Contract with Fujifilm India Pvt Ltd (Medical) for proper maintenance of the system ordered by him immediately after the expiry of the guarantee period.

"Physical damages and damage caused by Pest rodent or Nature Calamities not covered under warranty"

**********THANKS**********

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