



**1.0 NATURE OF THE CONTRACT**

1.0 This contract is an independent contract for only service of the equipment and it does not in any manner extend the guarantee or warranty of the equipment purchased from Agfa.

The CLIENT has initialized the mentioned equipment(s) at the above mentioned premises. Agfa shall provide maintenance service to CLIENT for equipment(s) detailed above on the basis of terms and conditions given hereunder.

**2.0 SCOPE OF THE CONTRACT**

2.1 Under this agreement, Agfa shall provide breakdown maintenance and preventive maintenance calls. Repair of malfunctioning instrument shall be provided for malfunctions arising due to causes other than:

- a) Inadequate environmental conditions e.g. high ambient temperature, dust, humidity, rodents, etc. (Room temperature Recommended: 20 - 25 ° C, Relative humidity recommended: 30 - 60 %)
- b) Electrical voltage and current fluctuation. (Recommended 230V +/- 10%)
- c) Poor electrical earthing, malfunctioning of Stabilizer, Uninterrupted Power Supply Unit and use of AC voltage generator (in case not supplied by AGFA).
- d) The equipment is disabled and/or damaged by neglect, misuse, tampering, accident, shifting, and change of location.
- e) The equipment is opened and/or serviced/repaired by person other than Agfa personnel.
- f) Instrument has been refurbished for cosmetic purpose.
- g) Alteration or connection of equipment to any other device other than those specified / supplied by Agfa.
- h) Service required due to reagents not manufactured by Agfa which causes shortened life, erratic behaviour or poor analytic performance.
- i) Computers infected by virus, loaded with applications/softwares not supplied by Agfa, improper usage by personnel.
- j) Force majeure, natural calamities etc.
- k) Any other reason not related to normal operations.

For the conditions from a) to k), the decision of Agfa personnel will be considered final.

2.2 Agfa shall make preventive and breakdowns visits inclusive of travel time on date mutually convenient to CLIENT and Agfa. During the breakdown calls Agfa may also undertake preventive maintenance.

2.3 This agreement shall be entered into by Agfa after checking the equipment for its satisfactory working. If any repairs considered necessary to bring the equipment in good working condition before taking over for service contract purposes, such repairs will be charged for separately. This clause shall not apply if the agreement is entered before the expiry of either warranty period or existing Annual Maintenance Contract agreement with Agfa.

2.4 Agfa will depute their Service Engineers for breakdown call within reasonable time from receipt of the call from CLIENT. Agfa shall not be responsible for delay in servicing due to non-availability of spares or any reasons beyond its control.

2.5 It would be CLIENT's obligation to provide proper environmental conditions for the equipment(s). Agfa shall not be responsible for any damages, loss or mal-functioning of the System due to non-availability of proper environmental conditions.

2.6 Services shall be provided during normal business working day and hours.

2.7 Any defects in the electrical installation and/or wiring outside the equipment(s) or power supply fluctuation will be rectified by CLIENT at his own cost.

We shall not be liable for any consequential loss, direct or indirect, due to:

- a) Delay in attending your calls for any reason whatsoever beyond our control.
- b) Faulty operation/application of the equipment by the customer.
- c) Repairs and/or modifications are required due to applications/usages other than those for which the equipment is designed.
- d) Natural wear and tear has taken its toll.

2.8 Agfa shall not be liable for any loss, direct or indirect due to faulty operation/application of the equipment(s). Agfa shall not be responsible for any consequential loss or damage.

2.9 CLIENT will give to Agfa representative full access to the equipment(s) to enable him to provide maintenance service. CLIENT will provide to Agfa service engineer all necessary operating and service manuals for the equipment(s) covered by this contract. Also, assistance by CLIENT's staff working on the system and familiar with the program will be extended to Agfa engineer as and when required.

2.10 The Agreement covers the support and maintenance of installed & accepted equipment at site, any change/modification or addition of functionality & training is not part of this contract.

**3.0 TYPE OF CONTRACT**

Labour Only:

This agreement will provide service only. It does not include supply of spare parts and will be charged separately. Part will be changed on realisation of payment.

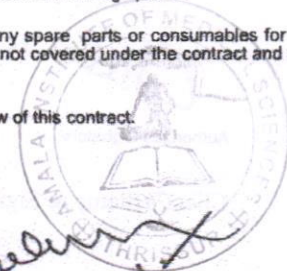
Comprehensive:

The equipment will be inspected and any prior defect/damage will have to be paid for before entering into a comprehensive contract.

This agreement covers supply of spare parts for Agfa equipment only but does not cover accessories like cassettes & image plates.

Any form of damage to CR/DR and/or IP/Detector is not covered under this contract. It does not cover any spare parts or consumables for 3<sup>rd</sup> party supplied accessories like UPS, hub, switches, furniture, other turnkey contributions etc. Batteries are not covered under the contract and will be charged extra.

Replacement of laptops, PCs or any computer peripheral viz. clinical/medical displays is outside the purview of this contract. EOL is five years from date of installation for IT products.



Agfa may use reconditioned / used parts to fulfil its service obligations. Such parts will carry the same warranty as an original part. All supplied spare parts are property of Agfa and must be mandatorily returned to Agfa immediately.

**Limited Comprehensive:**

The equipment will be inspected and any prior defect/damage will have to be paid for before entering into a comprehensive contract.

This agreement excludes the supply of certain spare parts for Agfa equipment only. It does not cover accessories like cassettes & image plates.

Any form of damage to CR/DR and/or IP/Detector is not covered under this contract. It does not cover any spare parts or consumables for 3<sup>rd</sup> party supplied accessories like UPS, hub, switches, furniture, other turnkey contributions etc. Batteries are not covered under the contract and will be charged extra.

Replacement of laptops, PCs or any computer peripheral viz. clinical/medical displays is outside the purview of this contract. EOL is five years from date of installation for IT products.

Agfa may use reconditioned / used parts to fulfil its service obligations. Such parts will carry the same warranty as an original part. All supplied spare parts are property of Agfa and must be mandatorily returned to Agfa immediately.

**4.0 ASSIGNMENT**

The CLIENT shall not assign this agreement or any part thereof or any benefit thereunder to any third party without Agfa's written consent. In the event of change of ownership, this agreement stands terminated and no refund of any amount shall be made to the CLIENT.

**5.0 MOVEMENT OF SYSTEM TO A NEW LOCATION**

**5.1** No equipment or part thereof shall be moved from location mentioned in this agreement without written consent of Agfa. In case of change in location, Agfa shall have the right to terminate this agreement and/or revise the maintenance charges.

**5.2** All charges and expenses for movement of the equipment to the new location and the charges for dismantling, reinstallation, checking and commissioning shall be payable by the CLIENT. Transit insurance also shall be the responsibility of the CLIENT.

**5.3** In case repairs are not possible at site, the equipment may be brought to Agfa's workshop for repairs. In such a case all transportation charges and insurance charges will be to CLIENT's account. The equipment will remain at Agfa's premises at CLIENT's risk.

**6.0 CONTRACT VALUE & PAYMENT TERMS**

**6.1** The contract value has been subsidized based on the CR, DR solution including printers installed at a site. Any exclusion, connection of third-party devices will result in revision of the existing contract value. GST is extra and any changes as per government notifications will be to the CLIENT's account.

**6.2** The contract amount must be paid before the start of the contract by NEFT (details are on proposal)/Demand Draft in favour of **Agfa HealthCare India Private Limited** payable at Thane.

**6.3** The first visit under this contract will generally be made after payment is realised by Agfa. If the payment is not received by Agfa as specified above, Agfa shall recover charges for services if any rendered, at their standard ruling rates.

**7.0 ARBITRATION**

**7.1** Disputes if any arising out of this agreement will be settled by arbitration and the decision of the arbitrator shall be final and binding on both parties.

**7.2** This agreement shall be governed by the Indian Laws and the Courts of Mumbai shall have exclusive jurisdiction to settle all disputes arising out of this contract.

**8.0 PROTECTION OF DATA:**

**8.1** Protection of data is the customer's sole responsibility. The customer shall be solely responsible to have an emergency mode of operation and to ensure that all of its files, programs and data are adequately backed up, duplicated, documented, and protected from viruses and other security threats, and the company shall in no way be responsible for the customer's failure to do so, nor for the costs or expenses of reconstructing data stored on discs, files, memories, or similar items, which are lost, destroyed or otherwise damaged or rendered useless during the course of or as a result of the performance of any services under this agreement.

**8.2** Access to service area is restricted to Agfa trained & authorised service persons only. Passwords related to service configuration/database are confidential & will not be disclosed.

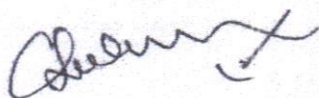
**9.0 IMAGE QUALITY:**

Agfa assures the optimum performance of the equipment in the Image Quality perspective only by use of Agfa Films.

**10.0 CALL CENTER FACILITY:**

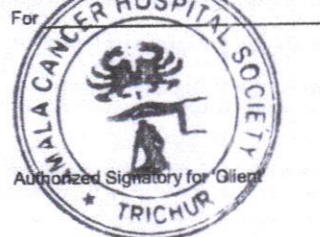
Agfa has provided a call center facility for its customers to register after-sales-support requests for its products. The call center is available from **Monday to Saturday - 09:00 to 18:00 hours**. The calling number is **1800-123-1761** and is labelled on Agfa products as well as the proposal form. Customers are urged to register every support request with the call center for prompt attention.

For Agfa HealthCare India Private Limited



Authorized Signatory

Client's Stamp & Signature



# SERVICE CONTRACT PROPOSAL

**PROMPT**  
SERVICES TO THE PLANET

To  
Amala Cancer Hospital Society  
Amala Nagar,  
Thrissur - 680555  
Kerala

Enquiry No : CENQ-23240008  
Enquiry Date : 06-04-2023

Kind Attn : Ms. Lucy - Purchase Officer

Dear Valued Customer,

## Sub: Proposal for Service Annual Maintenance Contract.

We are herewith enclosing the Contract Papers for Maintenance of your Equipment as per the below details. In our continuing effort, we would like you to enter into our new custom-made Service Contract which will add you onto quality service, timely support & 95% uptime of the Equipment. **To prevent any interruption in service, please sign the contract and then return the entire document to our attention along with Advance Payment as specified, on or before the lapse of your existing Contract / Warranty period.**

entire PROMPT Team thanks you in advance for your continued business. As you are aware, there was up to 95% uptime of the equipment during the previous year/s for the support which we provided and we assure you that we will continue the same in future.

### Equipment/s Details

3M Sterivac EtO Gas Sterilizer - 5XLe 721162

### Model

5XLe

### Serial No.

721162

Please find enclosed a Service Maintenance Contract Proposal and we wish you to sign the agreement at the earliest. Kindly sign on all the pages of the Contract Papers.

Kindly note that the Equipment should be in Standard Working Condition at the time of acceptance for the Service Contract, our Authorized Service Engineer shall inspect and confirm the condition of the Equipment upon nominal inspection charges - if in case of equipment not being in any nature of service contracts for more than 6 months.

Please feel free to contact us if you need any further clarifications in this regard.

Thanking you and assuring our best services at all times, we remain.

Sincerely yours,  
Prompt Solutions Pvt. Ltd.



Authorised Signatory

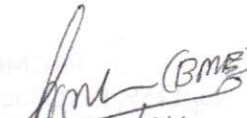
### Contact Person

Name : Mr. Vinayagam

Tel. No. : 9845061061

Email : services@promptservices.net

Recommended

  
29/01/24



### PROMPT SOLUTIONS PVT. LTD.

No. 1159, First Floor, 32<sup>nd</sup> 'G' Cross, 26<sup>th</sup> Main, 4<sup>th</sup> 'T' Block,  
Jayanagar, Bangalore - 560041. KA. India.

Telephone : +91 80 22458098 / 22457411 / 26542818

Email : services@promptservices.net, web: www.promptservices.net

## **EQUIPMENT SERVICE CONTRACT**

This document contains the Equipment Service Contract which explains the Equipment/s covered under this agreement along with detailed terms and conditions of the Contract. As you are aware of and availed our expert services for your equipment during the previous contract / Warranty period, where in we had provided efficient and timely Services. We assure you that we will continue the same in future.

In our continuing effort, we would like you to enter into Equipment Service Contract, which will add you on to quality service, timely support & above average uptime of the Equipment/s.

This document is provided so that you can be sure of the level of service to be expected / availed from Prompt Solutions Pvt. Ltd. for your Equipment/s covered under this Agreement. In addition, this document also provides useful information on everything you need to know about contacting our technical team for support services. Familiarizing yourself with this document will ensure that your query/request is managed as efficiently and quickly as possible.

To prevent any interruption in service, please sign the Agreement on all pages and then return the entire document to our attention at your earliest convenience. Our entire Team thanks you in advance for your continued business.

We reserve the right to amend this document at anytime. Any such amended document or inclusion of additional clause/s shall be updated to your attention with 15 days from the date of amendment. If at any time either before or after signing the contract you have any questions about this Equipment Service Contract, do not hesitate to contact your local Certified Service Engineer or call our Technical Service Manager on + 91 -80 - 2245-8098 or 7411.

### **PROMPT SOLUTIONS PVT. LTD.**

No. 1159, First Floor, 32<sup>nd</sup> 'G' Cross, 26<sup>th</sup> Main, 4<sup>th</sup> 'T' Block,  
Jayanagar, Bangalore - 560041. KA. India.

Telephone : +91 80 22458098 / 22457411 / 26542818

Email : [services@promptservices.net](mailto:services@promptservices.net), web: [www.promptservices.net](http://www.promptservices.net)

### **Service Centre Base Locations:**

**Bangalore - Mumbai - Kolkata - Ahmedabad - Chennai - Cochin - Hyderabad - New Delhi**

## EQUIPMENT SERVICE CONTRACT

This Equipment Service Contract towards Maintenance of the Equipment/s listed below is made between **Prompt Solutions Pvt. Ltd.** Hereinafter referred to as "**PROMPT**" and the "**Customer**" **Amala Cancer Hospital Society** which includes its assigns, legal heirs, authorised representatives or authorised consultants.

Agreement of Service Contract by and between  
**Prompt Solutions Pvt. Ltd.**

No. 1159, 1st Floor, 32nd 'G' Cross, 26th Main, 4th 'T' Block, Jayanagar, Bengaluru - 560041.. Karnataka. India

AND

**Amala Cancer Hospital Society**  
 Amala Nagar,  
 Thrissur - 680555  
 Kerala

*5% hike from last year  
 (No increment in last 2 years)*

*1/1/2024                      31/12/2024*

Contract Enquiry No : CENQ-23240008	Validity From : 01-06-2023	Validity To : 31-05-2024
Contract Type : AMC - Sterivac	HSN / SAC : 998729	Payment Terms :

S.No	Equipment/s Covered	Model No	Serial No	Contract Charges
1	3M Sterivac EtO Gas Sterilizer - 5XLe 721162	5XLe	721162	₹ 56,700.00

Gross Total : ₹ 56,700.0

Output IGST @ 18% on ₹ 56,700.00 : ₹ 10,206.0

Annual Maintenance Yearly Contract Charges Inclusive Present Applicable Taxes : ₹ 66,906.0

**Amount in words : Sixty Six Thousand Nine Hundred Six INR**

Payment by Demand Draft / Cheque payable at Bangalore in favour of "**Prompt Solutions Pvt. Ltd.**"

WHEREAS "**Customer**" is possessing and using the aforesaid Equipment/s covered under this contract and the "**PROMPT**" is Authorised and Certified to undertake the Maintenance

Repair and Service of the Equipment/s covered under this contract with following Terms & Conditions

AND WHEREAS the "**PROMPT**" has sufficient knowledge and experience in the field of servicing the Equipment/s and as such in a position and Certified to provide required service support for ensuring uninterrupted and smooth functioning of the Equipment/s covered under this contract.

Brief Obligations under this Contract :

1. A minimum of two Scheduled Preventive Maintenance service.
2. Unlimited number of Genuine Breakdown Calls.
3. Two emergency calls / per year, on need basis on Holidays / Sundays / after Office Hours.
4. Calls Registered after 1PM on Saturday and on general holidays will be considered as on next working day.
5. All times quoted, exclude time taken by the customer or any third parties in supporting the Service activities.
6. Certified Service Engineer will respond to calls immediately over Telephone and shall try to rectify the Equipment within 24-48 hours depending upon the nature and location of complaint from his base station.
7. Does not cover services / repair of accessories and consumables like Printers, Filters, Softwares, Compressed Air components, Network Components or similar attachments etc.,.
8. Does not cover any nature of major overhauling repairs to the bodily parts of the Equipment/s.
9. **All the spares replaced during the contract will be Company's property due to propriety concern.**
10. The Contract charges will be escalated by a minimum of 5% yearly over the previous year's basic price.

The Company's official working hours are limited between 09.30AM to 05.30PM IST Monday through Friday and 09.30AM to 01.30PM IST on Saturday, excluding Indian public holidays and Sundays.

We hereby mutually accepted and signed this Agreement based on the terms & conditions as described.

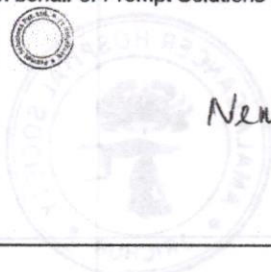
Signature on behalf of Prompt Solutions Pvt. Ltd.

*[Handwritten Signature]*

Signature on behalf of Customer with Seal

*[Handwritten Signature]*

*Next 2 years, the amount will be same (without increments)*  
*Betsy*



**Dr. BETSY THOMAS**  
 MD, FRCOG, DNB, MICOG  
 PRINCIPAL  
 AMALA INSTITUTE OF MEDICAL SCIENCES  
 AMALA NAGAR, THRISSUR-680 555

**GENERAL PROVISIONS OF THIS CONTRACT**

PROMPT shall carry out the necessary maintenance of the Equipment/s (covered under this contract) at PROMPT's convenient time schedule within normal working hours and on normal working days. PROMPT shall organize for necessary preventive maintenance of the Equipment/s periodically for its optimized performance.

Customer should house the Equipment/s and comply with all the guidelines and necessities provided in the OPERATOR'S MANUAL. Customer is not liable for any compensation/maintenance for the conditions resulting from consumer damage, such as improper maintenance or misuse, abuse, accident or alteration.

Customer shall not provide the Equipment/s to any other third party on for regular use/on rental basis, without a written consent from PROMPT to do so, whether it is in the current location or complete relocation of the Equipment. Except for the obligations specifically set forth in this agreement, in no event shall PROMPT be liable for any direct, indirect, special, incidental damages, whether based on contract, tort, or any other legal theory and whether advised of the possibility of such damages.

**LIMITATIONS OF THIS CONTRACT**

This agreement covers only those defects which arise as a result of normal use of the Equipment/s, and do not apply for

- Unauthorized modifications/attachments on the Equipment/s (covered under this contract)
- Misuse of the Equipment/s (covered under this contract)
- Improper or inadequate customer / operator level maintenance
- Use of non-standard or uncertified consumables and / or accessories attached to the Equipment/s covered under this contract.
- Operation outside the PROMPT's environmental specifications, including duty cycle abuse or use of electrical switch box without a designated surge protector, servo stabilizer or an UPS

PROMPT shall not be liable under this contract if its testing and examination disclose that the alleged defect in the Equipment/s does not exist or was caused by the Customer's or any third person's misuse, negligence, improper installation or testing, unauthorized attempts to repair/service, on any other cause beyond the range of the intended use, or by :

- Accident, Fire, Lightning, or other hazard. Fire storm, earthquake, explosion, floods, etc
- Transportation embargo, imminence, etc. Civil agitation, riot, inability to obtain any material
- Measures taken by the Government whatsoever which makes it impossible or impracticable for PROMPT's obligations.

This contract does not cover, all plastic / glass surfaces (including screens) and all other exposed parts that are Scratched or damaged due to normal use or being damaged by using inappropriate pointing / selecting devices. In the event of repairs or replacement of parts not covered by the agreement, PROMPT or its Authorized Representatives will provide the customer with the estimate.

Repairs will be undertaken only after the customer agrees to pay the charges and authorizes the repairs to be carried out. Payment for repairs, consumables and parts not covered under this agreement will have to be made in advance. The repaired equipment will be delivered only on receipt of 100% payment against the invoice raised by the Company. Customer should not move the Equipment/s to any other location without intimating or a written consent from PROMPT. All the expenses incurred towards shipment of the Equipment/s to a new location will be at customer's costs. Any damages/risks involved during transit is Customer's responsibility.

The Customer or PROMPT can terminate the Agreement at any time by giving to PROMPT or Customer a thirty (30) days prior notice of their intent to do so with proper explanation. PROMPT shall refund to the Customer proportionate maintenance service charges claimed and received by PROMPT for the remaining months or the Customer shall make all the due payments to PROMPT for the remaining months, whichever is applicable.

All disputes, differences, claims and demands arising under or pursuant to or touching the agreement shall be referred to arbitration of a sole arbitrator to be appointed by the parties and failing such agreement, two arbitrators, one each to be appointed by the two parties.

**APPLICABLE ONLY FOR CUSTOMERS OPTING FOR CONTRACT WITH FREE SPARE PARTS.**

- PROMPT shall at its option and expense,
  - Repair the defective Equipment / component into standard working condition.
  - Deliver the Customer a functionally equivalent Equipment/s or component/s to replace the defective item.
  - Replaced parts may be either new or reconditioned/refurbished. All parts replaced will become the property of PROMPT.
  - Replaceable parts are limited to spare parts ONLY and as per the contract obligations mentioned above.
  - DOES NOT include Preventive Maintenance Kit. (to be purchased at actuals)

We hereby mutually accepted and signed this Agreement based on the terms & conditions as described.

Signature on behalf of Prompt Solutions Pvt. Ltd.

*[Handwritten Signature]*

*Betsy*  
**B. BETSY THOMAS**  
MD, FRCOG, DNB, MICO  
PRINCIPAL  
INSTITUTE OF MEDICAL SCIENCES  
NAGAR, THRISSUR-686

Signature on behalf of Customer with Seal



**SERVICE PLAN**

The world leader  
in serving science

Amala Cancer Research Centre Society  
Amala Nagar,  
680555 Thrissur  
Kerala India

9324735887

Quote/Order No. 22028826

06-OCT-2023

PO to be placed at below shipped/serviced address

GSTIN/UIN No: 32AAATA4085B1ZH

Thermo Fisher Scientific India Pvt. Ltd  
Laboratory Solutions India  
TOLL (INDIA) LOGISTICS PVT. LTD.  
Mayashree Logistics Centre  
Survey No: 3874, 40/1, 40/2, P, 45/A, 40/2 P,  
421302 Tel. Bhiwandi-Dist. Thane  
Maharashtra India  
GSTIN/UIN No: 27AABCT3207A1ZZ

For enquiries about this proposal, please contact:

Name: Supriya Aditya Sawant  
Tel: 8655604423  
Direct fax:  
E-mail: supriya.sawant@thermofisher.com

PO 329  
344  
2714000 X56

S.No.	Service	Instrument Name	Serial No.	Start Date	End Date	Unit Price	
000010	AMC for Large Cap Centrifuge	HERAEUS CRYOFUGE 16 (Blood bank)	42447466	06-OCT-2023	05-OCT-2024	53,547.00	
HSN/SAC CODE : 998719							
No of PM	2						
Total Price 53,547.00							
Taxable Value 53,547.00							
Integrated GST @ 18.00 % 9,638.52							
2 Visit							
000020	AMC for ULT FREEZER	FORMA -86;	211	06-OCT-2023	05-OCT-2024	42,440.00	
HSN/SAC CODE : 998719							
Total Price 42,440.00							
Taxable Value 42,440.00							
Integrated GST @ 18.00 % 7,639.20							
2 Visit							
No of PM	2						
Total Price 42,440.00							
Taxable Value 42,440.00							
Integrated GST @ 18.00 % 7,639.20							
2 Visit							
000030	AMC for Bio safety Cabinet						35,222.00
HSN/SAC CODE : 998719							

Molecular biology lab

Betsy THOMAS (Molecular Biology lab)



DR. BETSY THOMAS, DNB, MICOG  
403/404, 3rd Floor Betsy  
Miranandani Business Park  
Powai, Mumbai - 400 076  
INDIA  
AMALA INSTITUTE OF MEDICAL SCIENCES  
AMALA NAGAR,  
AMALA NAGAR, THRISSUR-680 560 209 7001 toll free no. CIN : U73100MH2009PTC126872

Registered Office:  
Thermo Fisher Scientific India Pvt. Ltd.

Recommended by: *[Signature]* BNE