

**K.G's Medical University U.P., Lucknow**

**Notice**

**Notice No: 6921/PS/FO/23-24**

**Date: 31/10/2023**

The KGMU, Lucknow intends to procure Upgradation of Existing CT Simulator (Brilliance CT Big Bore) for Deptt. of Radiotherapy on Proprietary/single source basis from their authorized dealer/seller. The concerned detailed documents are being uploaded on website [kgmu.org](http://kgmu.org).

  
(Finance Officer)

**King George's Medical University U.P., Lucknow – 226003**

Phone: 91-0522-2257540 Fax: 91-0522-2257539 Website: www.kgmu.org

No. 6920/Finance & Account/Purchase/2023

Date: 31/10/2023

**NOTICE**

**SUBJECT: Procurement of following item on proprietary/single source basis for Department of Radiotherapy.**

The KGMU, Lucknow intends to procure following item(s) manufactured as per mentioned against item name for **Department of Radiotherapy** on Proprietary/single source basis from their authorized dealer/seller as per enclosed Technical Specifications.

| S.No | Equipment/Item Name  | Deptt.       | Name of OEM/Make          |
|------|--|--------------|---------------------------|
| 1    | Upgradation of Existing CT Stimulator (Brilliance CT Big Bore) | Radiotherapy | M/s Philips India Limited |

The **Proprietary Certificate & proposal/offer** for above item(s) submitted by principal company or their Authorized Seller/Company/Dealer is attached. The above documents are being uploaded for open information to all manufacturers/suppliers to submit objection/representation, comments on the above proposal/proprietary/single source nature of the equipment/item within 10 days to the Finance Office, KGMU, Lucknow & H.O.D., Radiotherapy, KGMU, Lucknow, from the date mentioned above, failing which it will be presumed that any other supplier is having no comment to offer and the case will be decided on merits. The comments/objections/representations to be submitted on the following:-

- I. Whether the above equipment/item is manufactured by any other manufacturer other than as per mentioned principal company or their Authorized Seller/Company/Dealer.
- II. Fulfill all the parameters as per technical specifications.

**Note:** In case the objection is not received within 10 days, the process of procurement of the said items will be done through PAC bidding/single procurement on Gem portal.

  
**Finance Officer**  
**KGMU UP, Lucknow**

King George's Medical University, U.P.  
Lucknow - 226003 (India)  
Department of Radiotherapy  
Ph.: 0522-2258650



किंग जार्ज चिकित्सा विश्वविद्यालय  
उ०प्र०, लखनऊ-226003,(भारत)  
रेडियोथेरेपी विभाग  
फोन: 0522-2258650

Ref. No.....863/RT/23.....

Date.....13/09/2023.....

सेवा में,  
वित्त अधिकारी  
किंग जार्ज चिकित्सा विश्वविद्यालय  
लखनऊ

विषय:- वित्तीय वर्ष 2023-24 में रेडियोथेरेपी विभाग के 0जी0एम0यू0 उ०प्र० लखनऊ हेतु उपकरण Upgration of Existing CT Simulator (Brilliance CT Big Bore) Propriety Article Certificate उपलब्ध कराने के सम्बन्ध में।

महोदय,

कृपया अपने पत्र संख्या-5778/वित्त एवं लेखा/क्रय/2023 दिनांक 11.07.2023 का संदर्भ ग्रहण करें जो कि वित्तीय वर्ष 2023-24 हेतु मा० कुलपति द्वारा अनुमोदित सूची के अनुसार विभाग में मेडिकल इक्विपमेंट क्रय किये जाने से सम्बन्धित हैं।

It is certified that items required should be purchased from **M/s Philips India Limited, 9<sup>th</sup> Floor, DLF9-B, DLF Cyber City, DLF Phase-3 Gurgaon** who are the sole manufacture/Agent of the sole manufacturer **M/s Philips India Limited** of the required item ie Upgration of Existing CT Simulator (Brilliance CT Big Bore) as proprietary items.

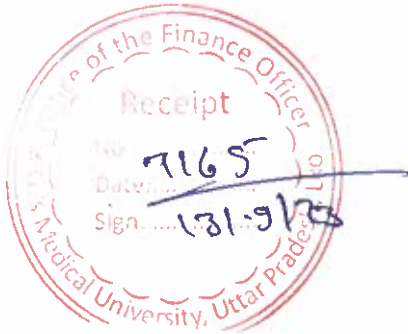
Similar items manufactured by other (firms) shall not be suitable for our purpose.

उपरोक्त के सम्बन्ध में रेडियोथेरेपी विभाग हेतु मेसर्स फिलिप्स इण्डिया लिमिटेड Big Bore CT अपग्रेड हेतु **Propriety Article Certificate** संलग्न कर अग्रिम कार्यवाही हेतु आपकी सेवा में प्रेषित।

धन्यवाद।

भवदीय

विभागाध्यक्ष  
रेडियोथेरेपी विभाग  
संलग्नक-उपरोक्तानुसार।



Handwritten signature and initials at the bottom of the page.

16<sup>th</sup> May 2023

## PROPRIETARY ARTICLE CERTIFICATE

Nomenclature: (Description of Goods/Services) Brilliance CT Big Bore

It is certified that :-

1. We, Philips India Ltd, certify that we are fully owned subsidiary of Philips, The Netherland and the rates are in line with the international pricing.
2. The goods are manufactured/Services are provided by Philips India Ltd.
3. This is certified and confirmed that Philips India Limited is the sole supplier / manufacturer of parts quoted and it is the proprietary Product of Philips, The Netherland.
4. No other make or Model/service provider is acceptable for the following reasons:-
  - A. Philips is the sole manufacturer of the healthcare equipment and is using proprietary technology.
  - B. Replacement of spare parts is only possible through authorized Philips employee/channel.
  - C. Trained manpower is required to keep Philips systems working in compliance of existing regulatory standards.

Thanking you and assuring you of our continuous support at all times, we remain.

Yours faithfully.

For PHILIPS INDIA LTD.


Authorized Signatory

**Philips India Limited**

(formerly "Philips Electronics India Limited") CIN No.: U3102WB1930PLCC006663

9<sup>th</sup> Floor, DLF 9-B, DLF Cyber City, DLF Phase-3, Gurgaon – 122002 (INDIA)

Tel : +911244606000 Fax: +91124 4606666 [www.philips.com](http://www.philips.com)

Registered Office

7, Justice Chandra Madhab Road, Kolkata – 700020, India

King George's Medical University, U.P.  
Lucknow - 226003 (India)  
Department of Radiotherapy  
Ph.: 0522-2258650



किंग जार्ज चिकित्सा विश्वविद्यालय  
उ०प्र०, लखनऊ-226003, (भारत)  
रेडियोथेरेपी विभाग  
फोन: 0522-2258650

Ref. No. 697/RT/23

Date 22/07/2023

सेवा में,  
वित्त अधिकारी  
किंग जार्ज चिकित्सा विश्वविद्यालय  
लखनऊ

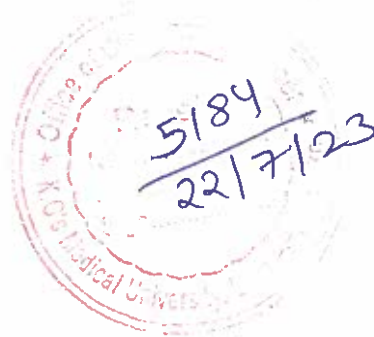
विषय:- वित्तीय वर्ष 2023-24 में के०जी०एम०यू० उ०प्र० लखनऊ हेतु उपकरण आदि की तकनीकी विशिष्टियों उपलब्ध कराने के सम्बन्ध में।

महोदय,  
कृपया अपने पत्र संख्या-5778/वित्त एवं लेखा/क्रय/2023 दिनांक 11.07.2023 का संदर्भ ग्रहण करें जो कि वित्तीय वर्ष 2023-24 हेतु मा० कुलपति द्वारा अनुमोदित सूची के अनुसार विभाग में मेडिकल इक्विपमेंट की तकनीकी स्पेशीफिकेशन उपलब्ध कराने से सम्बन्धित हैं।

उपरोक्त के सम्बन्ध में रेडियोथेरेपी विभाग से मेसर्स फिलिप्स इण्डिया लिमिटेड के पत्र संख्या-NR/CT/UR/23-34 dated 08.05.2023 में संदर्भित Big Bore CT अपग्रेड हेतु तकनीकी स्पेशीफिकेशन संलग्न कर अग्रिम कार्यवाही हेतु आपकी सेवा में प्रेषित।

धन्यवाद।

भवदीय



विभागाध्यक्ष  
रेडियोथेरेपी विभाग  
संलग्नक-उपरोक्तानुसार मूल रूप में

# PHILIPS

To  
The Head  
Department of Radiotherapy  
King George Medical University  
Lucknow - 226003

8<sup>th</sup> May 23

Ref: NR/CT/UR/23-34

Sub: Philips Big Bore CT Life extension

Dear Sir

Sir the current Brilliance 64 CT installed in Radiology department is over 10 years & will complete 11<sup>th</sup> year in Nov23. The system is officially End Of Life (EOL) last year & we will be unable to support the system with CMC any further after Nov23.

To continue servicing of the CT further we will need to upgrade the system & replace certain parts & components.

The main aspects of the upgrade will be:

1. Replacement of CT Host with latest HP/Dell hardware with multicore processor.
2. Upgradation of CT Host from version 2.x to latest 4.x application.
3. Upgrade of CT host OS from Microsoft XP to Windows7/10 OS.
4. Replacement of Reconstruction server(CIRS) with latest vertical Generation 5 server.
5. I Patient software – This feature enhances the image quality with 24% improvement in end to end workflow.
6. I Dose 4 feature which helps to minimize the impact of high radiation dose.
7. Replacement of compatible PCB & cables in CT Gantry as required.

After executing this upgrade the system will be supported upto 2028 with Philips assured uptime commitment.

CMC will continue as per the existing terms & condition for next 5 years.

There is clearly a saving in the capital investment on the part of the institute with the Philips assurance of continued support till next 5 years & upgrade to the latest s/w platform along with new, high speed hardware with proven image quality & patient workflow enhancements.

Thanking You

  
Rakesh Dahya  
Territory Manager - UP & Rajasthan  
Philips India Ltd.

**Philips India Limited**

(formerly "Philips Electronics India Limited") CIN No.: U3102WB1930PLCC006663

9<sup>th</sup> Floor, DLF 9-B, DLF Cyber City, DLF Phase-3, Gurgaon – 122002 (INDIA)

Tel : +911244606000 Fax: +91124 4606666 [www.philips.com](http://www.philips.com)

Registered Office

7, Justice Chandra Madhab Road, Kolkata – 700020, India

# PHILIPS

## Philips Healthcare

The Head,  
Department of Radiotherapy  
King George's Medical University  
U.P. Lucknow -226003

Abhinav Tyagi  
Unit No 401 & 402, 4th Floor, Tower-3,  
Worldmark, Sector 65  
122018 Gurugram  
Tel:  
Fax:  
Mobile:  
E-mail: abhinav.tyagi@philips.com

Ref: ISC042131 1  
Customer Nr:  
Date: 19-04-2023

|   |  |
|---|--|
| Terms and conditions:<br>Payment Terms:<br>Delivery Terms and location: | Philips standard Terms and Conditions apply to this quote. |
|---|--|

Dear Sir

In line with our discussions, Philips would like to provide this proposal for the requirement of Upgrade of your Bigbore CT at your esteemed center, the Cost of the Upgrade is **80 Lakhs** Exclusive of Taxes.

The Package is Aimed to improve the Current Performance of the System and bring it to optimal level Along with Latest Feature & Enhancements for Better User and Customer Experience, the offer consist of below upgrades.

- > iPatient with Windows® 10 Operating System across the system
- > iDose Noise Reduction Technique
- > Dose management software that provides more options for achieving low dose without sacrificing image quality
- > EOL Extension till 2028

Please review this proposal to check that it is in line with your requirement and feel free to have further discussions. Promising you our best services always

Yours truly

For Philips India Limited.

Abhinav Tyagi



# PHILIPS

## Offer

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# PHILIPS

## 1 SUMMARY

| Qty. | Description                                | Price (INR)        |
|------|--|--------------------|
|      | <b>Chapter 1:</b>                          |                    |
| 1    | <b>728272 Upgrd Brilliance CT Big Bore</b> |                    |
|      | <b>Includes:</b>                           |                    |
| 1    | Big Bore Plus Upg.                         |                    |
|      | <b>Offer Total excl. GST</b>               | <b>80,43,125</b>   |
|      | <b>GST 18%</b>                             | <b>14,47,763</b>   |
|      |  | -----              |
|      | <b>Offer Total incl. GST</b>               | <b>94,90,888/-</b> |
|      |  | =====              |

# PHILIPS

## 2 OFFER OVERVIEW

### 1 728272 Upgrd Brilliance CT Big Bore

| Qty. | Description        | Included | Optional |
|------|--------------------|----------|----------|
| 1    | Big Bore Plus Upg. | V        |          |

### 3 OFFER DESCRIPTION

#### Chapter 1: 728272 Upgrd Brilliance CT Big Bore

Qty. Description

1 **Big Bore Plus Upg.**

The Big Bore Plus upgrade provides existing Brilliance CT Big Bore scanners enhanced capabilities to combine a large bore CT and bariatric imaging couch with enhanced processing speed and dose management technologies into a solution designed for the multipurpose environment. Whether the need is for imaging in cases such as trauma, bariatric, interventional, radiation oncology or general radiology, this upgrade enables flexibility in scheduling, access when throughput is critical.

The newest release of Philips CT iPatient software platform is a Windows 10-based software that offers many important new security features to help meet your ever-expanding cybersecurity requirements while enhancing reliability and performance of your CT solution.

#### Key Features

- HyperSight Advanced Console
- iPatient with Windows® 10 Operating System across the system
- Exam Cards
- iDoseNoise Reduction Technique
- 80 kW Generator\*\* (Conditional – Refer 80kW Generator section)
- Dose management software that provides more options for achieving low dose without sacrificing image quality
- Updated security features including enhanced Access Controls, OS hardening, Data Sanitation (EPHi Removal) and System Fortification
- Updated phantom providing enhanced reliability

#### HyperSight Advanced Console

HyperSight Advanced Console delivers the performance requirements and processing power needed to seamlessly integrate the iDose Package and iPatient into your department. This hardware provides excellent improvements in workflow by displaying images at superb rates.

#### iPatient

Philips' iPatient is an advanced platform that delivers focused innovations to facilitate patient-centered imaging, now and in the future. This powerful Windows® 10-based platform will put our customers in control of innovative solutions that drive confidence and consistency through personalized patient centric workflow, increase the ability to do complex and advance procedures with ease and efficiency. iPatient removes unnecessary complexity and allows our customers to get the job done with less stress and greater confidence and prepares for future innovations that will help improve the care being delivered to the patient.

# PHILIPS

## Exam Cards

Exam Cards are the evolution of the scanning protocol. With Exam Cards, the results are planned, not the acquisition as traditionally done in CT; this reduces decision points and clicks, saves time and improves exam-to-exam consistency. Exam Cards can include axials, coronals, sagittals, MPRs, MIPS, and other results, all of which will be automatically reconstructed and can be sent to destinations such as PACS where they will be read with no additional work required by the operator.

## iDose Noise Reduction Technique

The iDose noise reduction technique gives you control of the dial so you can personalize image quality based on your patients' clinical needs. iDose4 enhances radiation oncology capabilities on the Big Bore RT with improved image quality at low dose. This is important for contouring target volumes and critical structures in radiation therapy planning and helping customers to improve accuracy and treatment of disease, sparing healthy tissue.

iDose reconstruction is achieved in seconds rather than minutes. iDose features the RapidView console – hardware advances designed specifically to satisfy performance requirements and processing power needed to allow iDose4 to be used routinely.

## 80kW Generator\*\*

For select systems, this upgrade enhances the existing 60 kW generator and leverages modern, low-voltage slip ring technology to provide a constant high voltage to the CT x-ray tube assembly.

\*\*80 kW requires the scanner to have been shipped new with iPatient (v4.2) software and have a system serial number in the range of 76000-89999 or 760000-762999. If the scanner shipped new with v2.X/v3.X software and was later upgraded to iPatient (v4.2), it does not have compatible hardware and will not receive the updated 80 kW capability as part of this upgrade.

Output capacity: 80 kW\*\* (Conditional – Refer 80kW Generation section)

kV selections: 80, 100, 120, 140 kVp

mA selections: 20 to 666 mA

## Dose Management

This upgrade offers several features that help provide high dose efficiency.

### NEMA XR-29 Compliance

This system complies with the NEMA XR-29-2013 Standard Attributes on CT Equipment Related to Dose Optimization and Management. The standard includes a group of CT attributes that contribute to or help perform optimization/management of doses of ionizing radiation while still enabling the system to deliver the diagnostic image quality needed by the physician. It encompasses: DICOM Radiation Dose Structured Reporting, Dose Check Feature (Dose Notification and Dose Alerts), Automatic Exposure Control (Dose Modulation) and Reference Adult & Pediatric Exam cards.

### NEMA XR-25 (DoseCheck)

DoseCheck enables the ability to set dose thresholds and provides alerts and notifications to the scan operator when radiation dose levels will be exceeded.

There are two threshold level values:

# PHILIPS

- Notification Values
- Alert Values

Notification values apply to a single image series, and Alert values apply to an overall exam. Both CTDIvol and Dose Length Product (DLP) values can be set.

For Alert values that will be exceeded, the system requires the user provide name and password information before proceeding to scan. Also, an additional indication will appear in the Dose Info Page Series when the Notification or Alert values have been exceeded during a scan.

## Dose Displays

- Volume Computed Tomography Dose Index (CTDIvol)
- Dose-Length Product (DLP)
- Size Specific Dose Estimate (SSDE)

## DICOM Structured Report for Dose (DICOM SR)

Dose SR complies with the IEC, DICOM PS and IHE standards for dose reporting. The report includes patient water equivalent diameter in the scan region, CTDIvol, SSDE and DLP dose values.

## DoseRight

Personalizes the dose for each patient based on the planned scan by suggesting the lowest mAs settings to maintain consistent image quality at low dose throughout the scan.

## DoseRight 3D Modulation

3D modulation is designed to modulate the tube current according to patient attenuation in every table position (Z-position) and tube angle according to Gantry angle, to reduce streak artifacts.

## DoseRight Z-DOM (Longitudinal Dose Modulation)

Automatically controls the tube current, adjusting the current along the length of the scan, increasing the current over regions of higher attenuation (e.g., shoulders, pelvis), and decreasing the current over regions of less attenuation (e.g., neck, legs).

## Prerequisites:

- Brilliance CT Big Bore or Big Bore Oncology, and
- Bariatric couch installed

## Notes:

- This conversion includes transfer of existing licensed applications, as applicable. The following applications are not supported in iPatient and will not be transferred: AVA Stenosis, AVA Stent Planning, Cardiac CT Angio, EP Planning, Lung Disease Quantification, Lung Nodule Assessment, Lung Nodule CAD, CT/MR Image Fusion, Virtual Colonoscopy, and Sterotaxis. Please explore the separate purchase of these clinical capabilities on your Extended Brilliance Workspace (EBW) and IntelliSpace Portal solutions.

# PHILIPS

- Windows is a registered trademark of Microsoft Corporation in the United States and other countries.

The existing system parts that will be replaced during the upgrade shall be considered Trade-In. The price for the upgrade is conditioned on the institution transferring title of the existing system parts that will be replaced during the upgrade to Philips. The institution agrees to execute such documents as reasonably required by Philips to affect the transfer of ownership of the Trade-In. The institution represents and warrants that institution has, and shall have when title passes, good and marketable title to such trade-In and has the authority to transfer such title; Title to such Trade-In shall pass from institution to Philips when Philips, or its authorized representative, removes such Trade-In from institution.

## 4 TERMS OF TRADE

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

II. 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 India Limited, 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 Equipment 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.

*Force Majeure* shall mean the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the Agreement/Purchase Order/Lol/MoU, without incurring any liability, when delay or failure to perform is caused by events beyond a party's reasonable control including, but not limited to, acts of God, acts of third parties, export/import restrictions, acts of any civil or military authority, act of government authority whether lawful or unlawful, compliance with any law or governmental order in relevant geographical territory or applicable engineering standards, fire, floods, war, terrorism, embargoes, epidemics, pandemics, labor disputes, acts of sabotage, riots, accidents, non-availability of transport, delays of carriers, subcontractors or suppliers, material impact in production, general price list increases, exchange rate fluctuations, voluntary or mandatory compliance with any government act, non-availability of any permits, licenses and/or authorizations required, regulation or request, shortage of labor, raw materials or manufacturing facilities, necessary suspensions or modifications of global supply.

*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 / Company* 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 [www.philips.com](http://www.philips.com), a copy of which can be downloaded for records.

# PHILIPS

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 price quoted above is inclusive of cost of the Equipment, customs duty, goods and services tax, freight (to site) and insurance (only up to our premises). Any variation of taxes, GST, custom duties, state taxes, local taxes at time of delivery will be to customer's account. TCS / TDS as applicable shall be deducted by us while making payment.

GST invoice is prepared on the basis of Customer GSTIN provided to Philips. 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.)

Philips reserves the right to adjust customer list pricing and (or) net pricing, during the term of the Agreement, in accordance with the Consumer Price Index published by the National Statistical Office, Ministry of Statistics and Programme Implementation. Philips shall give ten (10) days prior written notice before implementing any adjustment to pricing, such adjustment shall not be retroactive, and cannot start before the first year of the contract.

Further, any increase beyond 5% shall be accompanied with additional clarification and written justification caused by any level of governmental law, regulation, tax or other burden imposed after the date of this Agreement on the ownership, storage, processing, production, transportation, distribution, use or sale of the Product covered by this Agreement. The Parties shall negotiate in good faith, if the performance of the Agreement becomes commercially impracticable for Philips due to an event beyond Philips' reasonable control including but not limited to force majeure events, material impact in production, labor and transport costs, general price list increases, exchange rate fluctuations, changes in law or applicable engineering standards, necessary suspensions or modifications of global supply. If an Agreement concerning such modification is not achieved within two months after Philips' notification, then Philips' may terminate the Agreement/LOI/MoU without any further liability.

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



# PHILIPS

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:

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a. Philips agrees to use commercially reasonable best efforts to deliver the order to the buyer as per specification agreed between the parties, subject to clause 20 and related issues beyond Philips control.

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.

Subject to above, delivery shall be only made on receipt of confirmed purchase order with advance and bank confirmation letter/LC/DOs along with PC&PNDT Registration for ordering to supplier / manufacturer : (only in case of equipment/s covered under the Pre-Conception and Pre-Natal Diagnostic Techniques Act, 1994)

- a. Self-attested PNDT certificate
- b. Copy of application to PC&PNDT authority in case Registration not yet received
- c. Notarized Affidavit on Rs.200/- Stamp paper &
- d. Self-attested PAN Card copy
- c. Equipment once sold are not returnable unless otherwise agreed upon.
- d. Partial shipment/Delivery and transshipment shall be permitted under the Contract.
- e. 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.
- f. 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 agrees to use commercially reasonable best efforts to deliver the order to the buyer as per specification agreed between the parties, subject to clause 20 and related issues beyond Philips control.
- 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.

## 10. INSTALLATION:

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- a. If Philips has undertaken installation of the Products, the Customer shall be responsible for the following at the 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.

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- xi. Installation of the equipment offered shall be provided free of cost and On site Training within 30 days of installation. 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 of any non-adherence by the Customer of 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 along with 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

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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

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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/repared 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.
- m. Post the expiry of above stated warranty, we have the option to enter into a Comprehensive Maintenance Contract (the "CMC") after expiry of the Warranty Period/ extended warranty period (as the case may be). The CMC / Terms of Agreement for Service has been reviewed by us and we agree to the terms thereof. Should we agree to enter into a separate CMC Agreement with you.

## 14. DATA PRIVACY

a. The Parties agree that no Personal Data shall be processed by Philips during or in connection with the provision of the Services. Where, in the performance of the Services, Personal Data may be or are intended to be Processed, prior to any such Processing, the Parties shall enter into a Privacy and Data Protection Agreement and Customer shall apply appropriate privacy safeguarding measures limiting the disclosure of Personal Data and always preferring disclosure of less directly identifying data (e.g. pseudonymised, coded data) or no Personal Data at all and comply with all obligations under all applicable privacy and medical secrecy laws and regulations, including without limitation the GDPR, its local implementing measures and with Philips' policy regarding the use and disclosure of such data (together, the "Applicable Data Protection Regulations").

b. In the event of any inadvertent disclosure of Personal Data, Customer shall inform Philips of such inadvertent disclosure in writing within forty-eight (48) hours of Customer becoming aware of the same.

## 15. LIMITATION OF LIABILITY:

- a. The overall and total 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 in any case shall be limited to 10% of the contractual value of the Product.
- b. Neither Philips nor its representatives shall in any event be liable for any damages for loss of data, profit, revenue or use or any other loss, 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.

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- 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 the Customer 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; (b) does not volunteer to share information with the claimant or make any admission or denial of the claims without prior consent from Philips; (c) 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.





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- 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 Force Majeure event.
  - b. 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.
  - c. 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. If Force Majeure event continues to prevent performance of obligations by Philips for more than three (3) months from date of first Philips' notification, then Philips' reserves the right to terminate the acceptance of the Purchase Order/Agreement/LoI/MoU without any further liability.
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

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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. All correspondence and commitments between the Philips and the Customer, to be enforceable at law, shall be in writing. This Contract shall be governed in accordance with Indian law.
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:** Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or of interpretation or meaning of any term hereof or as to any claim by one Party against the other, or otherwise or invalidity thereof shall be solely, exclusively and finally settled through arbitration. The same shall be referred to sole arbitrator to be mutually appointed by the Parties and the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 including any amendments thereof. The language of the Arbitration will be English, and the seat of arbitration shall be New Delhi. The cost of arbitration shall be borne equally by both the Parties. The award of the arbitrator shall be final and binding on both 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 represent and warrant that they have not knowingly, directly or indirectly offered, paid, given, made promises

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to pay, or authorized the payment of any money, gift, or anything of value, for any unlawful purpose.

- b. Philips and Customer 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 Philips and Customer confirm that they would 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 Customer 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 Customer and Company 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:

The **AERB safety code** : Compliance to AERB/SC/MED-2 for Medical Diagnostic X-Ray equipment and installations stipulates the following steps:

- i. Buyer has registered the site with AERB at e LORA tool. ( for user name registration),
- ii. Lay Out drawing (as per AERB guidelines is made and area available)
- iii. Pre Procurement approval from AERB for Import/ local supply of X ray Based equipment.
- iv. Availability of TLD Badge for radiation workers and availability of RSO to be ensured for users site.
- v. No -ray machine shall be installed/commissioned unless NOC/Type approval available for manufacturer/ supplier of X ray based equipment . (Philips to have valid NOC/ Type approval for Diagnostic X ray to be supplied)
- vi. Supplier of Diagnostic X ray unit to complete QA test and issue report to user post installation , get signed by authorized signatory and upload QA report on eLORA.
- vii. Supplier to ensure that the user has applied for License to use from AERB.

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- viii. No Diagnostic X ray be commissioned without having license from AERB for user . ( no usage of Diagnostic X ray until user complete the registration of their institute and get the License of their unit with eLORA.)
- ix. User to get QA done once in two years from supplier /authorized service provider as per AERB norms and ensure that report to be uploaded on eLORA for AERB compliance.
- x. **De-commissioning** : In case of decommissioning of Diagnostic X ray, same to informed to supplier (Philips) regarding status of equipment post decommissioning –( re-sale/with end user/ scrapped/sent back to original manufacturer)
- xi. **Pre-owned Diagnostic X ray supply** : In case of shifting Diagnostic X ray from existing user to another premises, existing user/ buyer to ensure to get the QA by the authorized 3<sup>rd</sup> party 6 months before de commissioning and declaration to be provided by the supplier ensuring the service of Diagnostic x ray for minimum of 5 years. Pre owned procurement to be obtained prior to install the Diagnostic X ray at new site and license to be applied by the end user after getting QA from supplier for the new site.
- xii. **Nuclear Medicine** :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-

Buyers Responsibility:

- I. End users are required to obtain PC & PNDT registration from appropriate authority prior to procurement from Ultra Sound Supplier / manufacturer and
- II. Ensure compliance to PC & PNDT act and rule in day to day operations and adhere to monthly submission of scan data to appropriate authority.
- III. 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 intimation/ approval from appropriate authority shall be obtained prior to procurement and use .
- IV. In case of Demonstration of Ultra sound (US) machine at the registered site user is required to notify/take permission from the Local Appropriate Authority as per PCPNDT Compliance in district. 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.
- V. Refurbished importation shall be done by supplier with appropriate approval from Ministry of Health for new Models

Importers Responsibility:

- VI. Pre Owned Medical Devices : 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)—
- VII. For procurement and Installation of MRI & CT- To check for applicability/ interpretation of PC&PNDT Authority locally and get the registration followed similar to US wherever the authority interprets the act and rules applicability to said modalities.

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 or resolution professional 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. Marketing 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 Marketing 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.

## 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

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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

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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

# PHILIPS

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.



King George's Medical University, U.P.  
Lucknow - 226003 (India)  
Department of Radiotherapy  
Ph.: 0522-2258650



किंग जार्ज चिकित्सा विश्वविद्यालय  
उ०प्र०, लखनऊ-226003, (भारत)  
रेडियोथेरेपी विभाग  
फोन: 0522-2258650

Ref. No.. 625RT/23.....

Date.. 27/06/2023.....

सेवा में,  
वित्त अधिकारी  
किंग जार्ज चिकित्सा विश्वविद्यालय  
लखनऊ

विषय:- वित्तीय वर्ष 2023-24 में के०जी०एम०यू० उ०प्र० लखनऊ हेतु उपकरण आदि की तकनीकी विशिष्टियाँ उपलब्ध कराने के सम्बन्ध में।

महोदय,  
कृपया अपने पत्र संख्या-5260/वित्त एवं लेखा/क्रय/2023 दिनांक 23.05.2023 एवं पत्र संख्या-5180/वित्त एवं लेखा/क्रय/2023 दिनांक 03.05.2023 का संदर्भ ग्रहण करें जो कि वित्तीय वर्ष 2023-24 हेतु मा० कुलपति द्वारा अनुमोदित सूची के अनुसार विभाग में मेडिकल इक्वूपमेंट की तकनीकी स्पेशीफिकेशन उपलब्ध कराने से सम्बन्धित हैं।

उपरोक्त के सम्बन्ध में रेडियोथेरेपी विभाग में दिनांक 18.05.2023 को विभाग में एक बैठक आहूत की गयी जिसमें External Expert एवं विभाग के सदस्यों ने प्रतिभाग किया जिसके मिनट्स ऑफ मीटिंग में जो भी निर्णय लिया गया है, मूल रूप में मिनट्स ऑफ मीटिंग संलग्न कर अग्रिम कार्यवाही हेतु आपकी सेवा में प्रेषित।

धन्यवाद।

भवदीय

मदन लाल शर्मा

विभागाध्यक्ष 27.6.23

रेडियोथेरेपी विभाग

संलग्नक-उपरोक्तानुसार मूल रूप में



Handwritten signature and initials in the bottom left corner.

**Minutes of the Meeting for the Upgradation of Existing CT Simulator**  
**Date - 18<sup>th</sup> May 2023 at 4 PM**  
**Venue – Library Hall, Department of Radiotherapy, KGMU, Lucknow**

The following attended the meeting –

**Internal Experts -**

1. Dr Rajeev Gupta, Professor & Head (Act.), Department of Radiotherapy, KGMU
2. Dr Kirti Srivastava, Professor, Department of Radiotherapy, KGMU
3. Dr Rajendra Kumar, Professor, Department of Radiotherapy, KGMU
4. Dr Navin Singh, Additional Professor, Department of Radiotherapy, KGMU
5. Dr Akshay Anand, Co-faculty I/c, Department of Common Equipment, KGMU
6. Shri S.N. Maurya, FO nominee, KGMU

**External Expert**

1. Dr Shaleen Kumar, Professor & Head, Department of Radiotherapy, SGPGIMS - External expert

**Company Representatives**

1. Mr Rahul Dahiya Service Manager, M/s Philips Medical Systems Pvt. Ltd.
2. Mr Veer Singh, M/s Philips Medical Systems Pvt. Ltd.

**Observations**

1. Validity of CMC of the above said equipment had expired on 31.10.2022 with post 5 years warranty and 5 years of CMC renewal, with a total of 10 years of satisfactory services along with accessories.
2. The company has declared the end of life of the wide bore CT Simulator (Brilliance 16 slice CT Simulator) in November 2022. Further, after a request from our university, the company had agreed to a CAMC contract for one more year on best effort basis, which is ongoing and will end in November 2023.

**Recommendations of the Meeting –**


1. Although the equipment has lived its life of more than 10 years with satisfactory upkeep and service, keeping in view the need for this equipment to treat cancer patients, the department intends to upgrade the existing CT Simulator.
2. The committee is of the opinion that the proposal received from the company for the upgradation of the said equipment of Rs 94,90,888/= which is inclusive the upgradation cost and 18% GST seems financially prudent provided the UPS and Batteries are also catered within the proposal with minimum back up of 15 minutes. The university shall pay only the CMC cost for the next 5 years as mentioned below:


*Shaleen* → *NSingh*

| S. No. | Year   | CMC Cost                |
|--------|--|-------------------------|
| 1.     | 9 <sup>th</sup> November 2023- 8 <sup>th</sup> November 2024 | Rs 3471772 +GST         |
| 2.     | 9 <sup>th</sup> November 2024-8 <sup>th</sup> November 2025  | Rs 3645361 +GST         |
| 3.     | 9 <sup>th</sup> November 2025-8 <sup>th</sup> November 2026  | Rs 3827629 +GST         |
| 4.     | 9 <sup>th</sup> November 2026-8 <sup>th</sup> November 2027  | Rs 4019010 +GST         |
| 5.     | 9 <sup>th</sup> November 2027-8 <sup>th</sup> November 2028  | Rs 4219961 +GST         |
|        | <b>Total</b>   | <b>Rs 19183734 +GST</b> |

3. The mode of Payment for CAMC shall be on a yearly basis after satisfactory service with a minimum uptime of 95%
4. OEM shall provide itemized price details of various components/parts justifying the quoted price, which adds up to the cost of the one-time down payment.
5. OEM shall ensure after upgradation, 95% uptime and smooth running of CT Simulator during the next five years (November 2023 to November 2028).
6. OEM shall maintain the equipment to its proper functionality during the next five years. No payment except the comprehensive maintenance cost (CAMC) shall be paid to the company to sustain the functionality of the CT simulator.
7. All UPS and batteries concerned with the unit capable to provide 15 min backup time shall be covered under this CAMC contract.
8. Existing external moving Lap Lasers (2 sides laser - lateral and 1 ceiling-mounted sagittal laser) will be covered under this contract. If the current Lap laser vendor stops the supply of the product and/or its services in future, then OEM shall provide at-least 03 imported lasers (out of which 2 static lasers for side walls and 1 moving laser for Sagittal) from another firm/vendor/service provider.
9. OEM shall provide a remote access facility to KGMU for service provision and it will be the responsibility of KGMU to provide a static IP without a firewall.

Kindly incorporate the above recommendations and submit the revised proposal at the earliest.


  
**Dr Rajeev Gupta**  
 Professor & Head (Act.)  
 Dept of Radiotherapy  
 KGMU

  
**Dr Shaleen Kumar**  
 Professor & Head  
 Dept of Radiotherapy  
 SGPGIMS  
 (External expert)

  
**Dr Kirti Srivastava**  
 Professor  
 Dept of Radiotherapy  
 KGMU

  
**Dr Rajendra Kumar**  
 Professor  
 Dept of Radiotherapy  
 KGMU

  
**Dr Navin Singh**  
 Additional Professor  
 Dept of Radiotherapy  
 KGMU

  
**Dr Akshay Anand**  
 Co-faculty I/c  
 Equipment Cell  
 KGMU

  
**Shri S.N. Maurya**  
 FO nominee  
 KGMU