Ref No: -HITES/PCD/AIIMS-BBSR/2025-26 **Date 07-04-2025**

Subject – Procurement of 105.002 Iridium-192 Source (0.9mm x 4.5mm)+/- 10Ci for Brachytherapy Machine at AIIMS Bhubaneswar on PAC Basis.

For and on behalf of AIIMS Bhubaneswar, M/s HITES is going for procurement of 105.002 Iridium-192 Source (0.9mm x 4.5mm)+/- 10Ci for Brachytherapy Machine. The proposal has submitted by M/s Elekta Solution AB, Stockholm Sweden through M/s Elekta Medical Systems India Pvt. Ltd. to AIIMS Bhubaneswar. PAC submitted by firm is attached & uploaded on website.

The above documents are being uploaded to HITES & AIIMS Bhubaneswar web portal for open Information to submit objections, comments, if any from any manufacturer regarding proprietary nature of the equipment/item within 15 days from the date of issue/uploading of the notification giving Reference: HITES/PCD/AIIMS-BBSR/2025-26 date 07-04-2025.

The comments should be sent only to-The CEO, Procurement & Consultancy Division, HLL Infra Tech Services Ltd, B-14 A , Sector 62 Noida -201307 on or before 22-04-2025 by 5:00 pm by both registered post and email, failing which it will be presumed that any other vendor is having no comment to offer and case will be decided on merits.

Yours Sincerely,

CEO,
HLL Infra Tech Services Limited.
Procurement & Consultancy Division,
HLL Infra Tech Services Ltd,
B-14 A, Sector 62 Noida -201307
Email: - pcmpcd@hllhites.com

Encl:
PAC Certificate along with Technical Specification

Elekta

QUOTATION

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESAR
SIJUA, NEAR BIJUPATNAYAK POLICE ACADEMY, VILLAGE-SIJUA
BHUBNESHWAR, ODISHA, 21 751019
India

Ref: EST/RN/20241209

Date: 09-DEC-2024

DESCRIPTION	Currency	PRICE per Source	PRICE 04 Sources
Charges for customs clearance for Source	Rs.	62,000.00	2,48,000.00
Re-export Charges for Source	Rs.	90,000.00	3,60,000.00
		152,000.00	6,08,000.00
IGST @18%	Rs.	27,360.00	1,09,440.00
Total inclusive of Tax	Rs.	179,360.00	7,17,440.00

OTHER CONDITIONS:

1. Payment terms: 100% in Advance By way of Wire Transfer in favor of "Elekta Medical Systems India pvt Ltd" payable at New Delhi.
2. Bank A/c No: 1536325-00-0
   IFSC Code : DEUT0796DEL
   Bank Address: DEUTSCHE BANK 28, K.G.MARG ECE HOUSE, NEW DELHI – 110 001
3. Validity – 60 days.
4. Taxes & duties: Inclusive of all.
5. Hospital has to get the necessary export NOC from AERB, Mumbai with regard to re-export of decayed source container.
6. Customs Duty for source will be charged at actuals upon production of bills.

For ELEKTA MEDICAL SYSTEMS INDIA PVT. LTD.

Susil Subudhi
Director-Service

Dr. Saroj Kumar Das Majumdar
Professor & HOD
Radiation Oncology

Elekta

Agreement number: 2024-444446-RN

Version: 1

Date: 08 October 2024
Rev: 12-NOV-2024
Rev: 18-NOV-2024

Purchase and License Agreement

Customer ("the **Customer**")	End-User (if not the Customer) / Site address (the "**Site**")	Supplier (the "**Supplier**")
ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESAR SIJUA, NEAR BIJUPATNAYAK POLICE ACADEMY, VILLAGE-SIJUA BHUBNESHWAR, ODISHA, 21 751019 India	ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESAR SIJUA, NEAR BIJUPATNAYAK POLICE ACADEMY, VILLAGE-SIJUA BHUBNESHWAR, ODISHA, 21 751019 India	Elekta Solutions AB Hagaplan 4 113 68 Stockholm Sweden

Elekta Solutions AB is pleased to submit the following offer to sell/license the services, hardware and/or software listed on this Cover Page and described in more detail in the attached Scope of Supply (collectively referred to as "**Deliverables**") at the prices and terms stated in this Purchase and License Agreement, which consists of this Cover Page and all exhibits attached hereto (collectively referred to as the "**Agreement**"). All definitions shall, unless otherwise provided for herein, have the meaning ascribed to them in the exhibits.

The pricing for the Scope of Supply set out in Exhibit A of the Agreement is valid for a period of 90 days after 08 October 2024 and no agreement shall exist between the Customer and Supplier (jointly referred to as the "**Parties**" and each as a "**Party**") until this Agreement is signed by both Parties. In the event the Customer takes delivery of the Deliverables without signing this Agreement taking delivery shall constitute deemed acceptance of the terms and conditions set out herein.

A. Price and Description of Deliverables

Unless otherwise specified in writing, any state, local, other applicable taxes and duties, fees associated with import/export licenses and, as applicable for Services, Consumer Price Index increase, are not included in the Prices set out herein and are the responsibility of and payable by the customer. "Taxes" means any state, local, VAT and other taxes, and import/export licenses. Supplier reserves the right to increase the Price for Service and Products in accordance with Section 3 (Price and Payment Terms) of the attached Elekta Terms and Conditions – General.

Hardware and/or Software Price

QTY	Description	Currency	Unit Price	Price
4	**105.002 Iridium-192 Source, (0.9mm x 4.5mm) +/- 10CI 10CI** Radiation sources (patented) for the MicroSelectronHDR. Source laser welded to a 49strand flexible drive cable for positioning the source up to 1500mm from the indexer. The source activity delivered is +/-10%.			
	TOTAL CIF PRICE (KOLKATA) BY AIR	**USD**	**10,300.00**	**41,200.00**

* Price mentioned above is exclusive of customs duty. The above price is inclusive of customs clearance & re-export of decayed source container.

Dr. Saroj Kumar Das Majumder
Professor & HOD

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Elekta

Agreement number: 2024-444446-RN | Version: 1 | Date: 08 October 2024, Rev: 12-NOV-2024, Rev: 18-NOV-2024

PRICE, CONDITIONS & TERMS OF DELIVERY

Payment : The 100% total CIF amount is to be paid in Advance by way of Wire Transfer along with Order.

Beneficiary: **ELEKTA SOLUTIONS AB** P.O. Box 7593, SE- 103 93, Stockholm, Sweden

Advising Bank: **DANSKE BANK,**
BRANCH: ADDRESS: NORRMALMSTORG 1, P.O BOX 7523 S-103 92, STOCKHOLM SWEDEN.
Account no: 12410146848 (USD).
SWIFT CODE: DABASESX
IBAN NO: : SE56 1200 0000 0124 1014 6848

Consignor: Nucletron B.V., Waardgelder 1, 3905TH Veenandaal, The Netherlands.

All Banking charges are to the account of the Purchaser/ Buyer / Hospital.

Delivery : The Ir-192 source will be shipped in about 6-8 weeks upon receipt of source P.O, 100% advance Payment, source order form and import NOC.

Validity : 90 days

IMPORTANT CONDITIONS:

1. The activity ± 10% of 10ci will be applicable only if the source is cleared from customs within 10 days from the date of landing. However in case of any further delay from the hospital side such as sending the import documents, customs duty Or incase of customs system failure the supplier would not be responsible.
2. Source container with / without decayed source to be returned to Nucletron Operations B.V, 3905* Veenendaal, Waardgelder 1, The Netherlands by the hospital after every source is transferred into machine. Only upon return of this transport container supply of the next/subsequent source will be made.
3. The above prices, does not include customs duty or any other local taxes. These will have to be paid by the purchaser direct to the authorities.
4. Insurance covered by us will cover all risks up to port of entry.
5. Payment has to be done through Wire Transfer in Euro only on CIF Basis, since Iridium 192 source comes under "Dangerous Goods Cargo" all the airlines will accept this Radioactive Material only on Freight Paid basis.
6. Partial/Trans-shipment of goods to be allowed.
7. Port of Dispatch: Amsterdam.
8. Manufacturer of this Radioactive Material is "M/s. Curium Netherlands B.V., Westerduinweg 3, 1755 LE Petten, The Netherlands".
9. Country of Origin: **European Community.**

डॉ. सरोज कुमार दास मजूमदार
Dr. Saroj Kumar Das Majumdar
प्रोफेसर एवं विभागाध्यक्ष, Professor & HOD
विकिरण अंकोलॉजी, Radiation Oncology
एम्स, पुरी / AIIMS, Puri

Elekta

Agreement number: 2024-444446-RN

Version: 1

Date: 08 October 2024
Rev: 12-NOV-2024
Rev: 18-NOV-2024

Terms of this Agreement

THIS AGREEMENT INCLUDES THIS COVER PAGE, THE EXHIBITS ATTACHED TO THIS COVER PAGE AND THE ADDITIONAL EXHIBITS DESIGNATED IN THE TABLE SET FORTH BELOW (IF ANY), ALL OF WHICH ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. IN THE EVENT OF ANY CONFLICT, THE CONTRACT DOCUMENTATION SHALL, UNLESS OTHERWISE SET OUT IN THIS AGREEMENT, BE GIVEN THE FOLLOWING ORDER OF PRECEDENCE:

(a) COVER PAGE,

(b) EXHIBITS, IN THE ORDER SET FORTH BELOW,

Applies to this Agreement	List of Exhibits	Agreement Number	Date Executed
Yes	Exhibit A: Scope of Supply		
Yes	Elekta Standard Terms and Conditions of Sale - General		
Yes	Terms and Conditions for Software		
Yes	Data Processing Agreement		

Signed for and on behalf of:

Customer:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signed for and on behalf of:

Supplier:

ELEKTA SOLUTIONS AB

Signature: _____

Print Name: SUSIL SUBUDHI

Title: Director-SERVICE

Date: 18-NOV-2024

Dr. Saroj Kumar Das Majumdar
Professor & HOD
Radiation Oncology

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Exhibit A: Scope of Supply

Qty	Description
3	**Ir-192 Source (0.9mm x 4.5mm), 10 Ci** Radiation source for the microSelectron V2 and Digital HDR Afterloader. Source attached to a flexible drive cable for positioning the source up to 1500mm from the indexer. The source activity is 10 Ci +/- 10% at moment of delivery on site.

Dr. Saroj Kumar Das Mahunta
Professor & HOD
Radiation Oncology

...S AND CONDITIONS - GENERAL

1. SCOPE. These Terms, including any and all exhibits, shall govern the sale and licensing of Hardware and Software and delivery of Services by Supplier. Any additional, different or conflicting terms contained in Customer's request for proposal, specifications, purchase order or any other written or oral communication from Customer shall not be binding in any way on Supplier. Supplier's failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these Terms.

2. DEFINITIONS. The following terms used in this Agreement shall have the meaning set forth as follows:

"Acceptance" means Customer's acceptance of the Products, in accordance with the terms of Section 8 herein.

"Acceptance Test" means Supplier's standard protocol and procedure for testing and/or accepting delivery of the Hardware and/or Software, as revised from time to time by Supplier, which is incorporated herein by reference.

"Affiliate(s)" means, with reference to a specified person or entity, any person/entity that directly or indirectly controls or is controlled by or is under common control with the specified person/entity. The term "control" means the direct or indirect ownership of a majority of the outstanding voting securities of a corporate entity.

"Agreement" means the agreement between the Supplier and the Customer relating to the sale/license of the Deliverables, consisting of this Cover Page, these Terms and Conditions and all other exhibits attached thereto or incorporated herein by reference.

"Contractual Delivery Date" means the date specified as such on the Cover Page.

"Cover Page" means the document issued by Supplier containing Supplier's offer to the Customer to which these Terms and all other applicable exhibits are attached.

"Deliverables" means the Services, Hardware and/or Software listed on the Cover Page and described in more detail in the Scope of Supply.

"Delivery" means the moment when Supplier fulfils its delivery obligation under the applicable trade term with respect to Hardware.

"Designated Equipment" means the designated network and authorized workstation terminals operated by Customer and/or as identified in the Scope of Supply.

"Effective Date" means the date which appears at the top of the Cover Page.

"End-User" means the entity using the Hardware and/or Software at the Site (as defined on the Cover Page).

"Feasibility Study" means Supplier's Unity feasibility study, a Site Survey, Site readiness in accordance with the Site Requirements, and Site inspections carried out by Supplier.

"Hardware" means any tangible property listed in the Scope of Supply, including its Firmware and Operating Systems, as defined in Section 17.

"Installation" means any and all procedures and tasks that are specified by Supplier to be performed by Supplier following the arrival of the Hardware and/or Software at the Site.

"License Fee" means the price for the Software license, as specified on the Cover Page.

"Lost Profit" means the Price, minus any amounts already paid by the Customer to Supplier, minus the total costs that would have been incurred by Supplier and its Affiliates in manufacturing, delivering and installing the Deliverables at the Site or performing the Services and which Supplier and its Affiliates can reasonably avoid.

"Payment Terms" means the terms of payment for the Deliverables as set out on the Cover Page.

"Price" means the price for the Hardware, Services and/or Software as specified on the Cover Page.

"Product(s)" means collectively Hardware and/or Software.

"Scope of Supply" means the scope of supply attached to the Cover Page as an exhibit, specifying the Deliverables being purchased/licensed.

"Service Fee" means Supplier's price for the Services, as specified on the Cover Page and as adjusted on an annual basis pursuant to Section 3 of these Terms.

"Services" means the maintenance and support services listed in the Scope of Supply.

"Site" means the location specified as such on the Cover Page.

"Site Requirements" means the technical requirements specified by Supplier and provided to Customer which the Site must meet for the installation and use of the Hardware, which are incorporated herein by reference.

"Software" means any software listed on the Cover Page and described in more detail in the Scope of Supply.

"Specifications" means the specifications at the Effective Date adopted by Supplier and provided to Customer, which are incorporated herein by reference.

"Terms" means these standard terms and conditions of sale.

"Third Party Products" means Hardware and/or Software not manufactured or created by or directly on behalf of Supplier or any of its Affiliates.

"Third Party Supplier" means the supplier of Third Party Products.

3. PRICE AND PAYMENT TERMS. The Price shall be due and payable as provided in the Payment Terms. Any stated Price is net and excludes any costs, taxes and duties. Customer shall be solely responsible for any costs, taxes and duties payable in connection with Customer's purchase or license. The Customer shall not be entitled to deduct, withhold or set off any amounts owed by the Supplier. Past due balances shall bear interest at a rate of 1.5 percent per month, but not to exceed the maximum amount permitted by applicable law.

If requested by the Supplier, the Customer shall open an irrevocable and transferable letter of credit in favor of Supplier, issued by a bank acceptable by supplier and in a format acceptable to Supplier substantially as per Exhibit F, securing any payment in accordance with this Agreement.

In the event that the date of Delivery for any Product or the start date for the provision of Services is more than twelve months from the Effective Date of this Agreement, Supplier reserves the right to increase the Price for Products and Services yearly by the percentage change in the national Consumer Price Index (CPI) as issued by the office for national statistics (or equivalent) applicable in the country in which the Site is located. Annual CPI increases will be applied for the period between the Effective Date and the date of Delivery for such Product and the first anniversary of the Effective Date (and thereafter on each subsequent anniversary of the Effective Date) for the provision of Services.

4. RESERVATION OF TITLE. Supplier shall retain title to the Hardware until the Price has been paid unconditionally and in full. Until payment in full by Customer, the Hardware shall be held by the Customer as bailee for Supplier and will be kept, safe and protected and unaltered and in good condition (at no cost to Supplier) separately from all other goods of Customer or any third party in such a way that they remain readily identifiable as Supplier's property. As long as title to the Hardware is retained by Supplier, the Customer shall exercise reasonable care and diligence to keep the Hardware in good working order and shall obtain and maintain fire and extended coverage insurance for its full insurable value, with an insurance company acceptable to Supplier, with loss payable to Supplier as its interests may appear. Upon Supplier's request, the Customer shall

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evidence that such insurance exists. The Customer shall be prohibited from transferring ownership of the Hardware by way of sales, security, pledge, or otherwise encumbering or disposing of the Hardware in any manner which impedes the Supplier's rights herein.

5. CUSTOMER'S DEFAULT. If Customer fails in make any payments by the due date thereof, then Supplier may give Customer written notice of such failure and Supplier may suspend all performance under this Agreement. If Customer fails to make any payment within thirty calendar days after the date of Supplier's notice of late payment, Supplier may elect to terminate the Agreement by giving written notice of termination. Such termination shall be effective as of the date of such termination notice. If any Products have been delivered to Customer, Supplier shall be entitled, without prejudice to its other rights and remedies, to enter the Site and remove and repossess and/or disable the Products. In the event Supplier terminates the Agreement due to Customer's breach, Supplier shall be entitled, without prejudice to its other rights and remedies, to recover from Customer the Lost Profit and all reasonable costs incurred in the recovery thereof. Supplier may also exercise any rights and privileges available to it as a secured creditor of Customer under applicable law.

6. DELIVERY AND RISK. Except as otherwise provided herein, Supplier shall deliver the Hardware to Customer CIP Site (CIP delivery term as defined in Incoterms 2020) and risk of loss to the Hardware shall pass to Customer when the Hardware is delivered to the first carrier by Supplier. Supplier may make partial shipments. While Supplier shall make commercially reasonable efforts to meet the Contractual Delivery Date and Supplier shall not be liable for any loss or expense (consequential or otherwise) incurred by Customer if Supplier fails to meet the specified Contractual Delivery Date. Customer's obligation to take delivery of the Product at the Contractual Delivery Date constitutes a material obligation of Customer. Should the Contractual Delivery Date be postponed at Customer's request, or by Supplier due to Customer's failure to supply all required technical information and data, including drawing approvals, and all required commercial documentation or Customer's failure to have completed all required Site preparations, Supplier shall have the right to deliver the Products to storage at Customer's risk and expense, including without limitation transport, storage and insurance costs. In such event: (i) any unpaid balance of the Price for the Products in storage shall become immediately due and payable, (ii) Supplier shall be deemed to have complied with its delivery obligations, (iii) risk of loss or damage to the Products shall pass to Customer, (iv) the Products shall be deemed accepted by Customer and (v) the warranty period shall start upon arrival in storage. If Installation has not been completed within six months of the arrival of the Hardware at the Site through no fault of Supplier, then Supplier shall no longer be required to provide Installation.

7. FORCE MAJEURE. If Supplier suffers delay in performance due to any cause beyond its reasonable control, including without limitation, acts of nature (e.g. hurricanes, tsunamis, earthquakes, etc.), strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government (including changes in legislation), then Supplier shall timely notify the Customer and the time of performance (except for payment of money) shall be extended for a period of time equal to the period of the delay.

8. ACCEPTANCE. For Hardware with Installation included in the Price, Customer's Acceptance occurs upon the earlier of: (1) successful completion of the Acceptance Test; (2) Customer's or End-User's execution of Supplier's acceptance form; (3) use of the Hardware by Customer, End-User, or their agents, employees, or licensees; (4) six months after the arrival of the Hardware at the Site; (5) thirty-first day after the arrival of the Hardware at the Site, if Installation has not been completed within thirty days of the arrival of the Hardware at the Site through no fault of Supplier. For Hardware without Installation included in the Price, Customer's Acceptance occurs upon the arrival of the Hardware at the Site. For Software, Customer's Acceptance occurs upon the earlier of: (1) the day the Software has been made available to Customer or End-User either on: (i) the Designated Equipment or (ii) remotely or as a cloud based solution, or (2) the day of the arrival of the Software at the Site. After Acceptance, Customer's remedies shall be solely as provided in this warranty. Within three days of arrival of a Product at the Site, Customer shall examine the Product fully and make all relevant complaints and claims to Supplier. Customer's remedies in respect of relevant complaints and claims which could have been made in the normal course of business within the aforesaid period, but have not been made within three days of arrival of a Product at the Site, shall be excluded.

9. CANCELLATIONS. No Agreement may be terminated, canceled or modified by Customer. If Customer wrongfully terminates the Agreement, without prejudice to any remedies Supplier may have under the Agreement or at law, Customer shall pay to Supplier the Lost Profit and reasonable costs of recovery thereof.

10. PROPRIETARY NOTICES. Supplier or Supplier's licensors own all right, title, and interest (including without limitation all intellectual property rights) in the Products and to all drawings, designs, specifications, manuals, and code furnished by Supplier to Customer. Customer shall not remove, alter, or obscure any copyright, trademark, trade secret, government restricted rights, or other proprietary or confidentiality notices or legends from any copy of such materials that are (i) placed or embedded by Supplier or its licensors on/in the Products, (ii) displayed when the Products run, or (iii) applied to the Products, their packaging, labels, or any other materials provided under this Agreement. All such materials and related information as well as this Agreement are supplied in confidence to Customer and shall be handled in accordance with Section 11 below.

11. CONFIDENTIALITY. Except as required by law or with the express written approval of Supplier, Customer agrees to receive and maintain all information received from Supplier in confidence, using the same degree of care which Customer employs with its own confidential information, provided this is no less than a reasonable standard of care, and Customer will not disclose to any person or make public or authorize the disclosure of any such information and will not use such information for any purpose, except as expressly agreed to by Supplier in writing. Customer acknowledges that its failure to comply with the provisions of this Section may cause irreparable harm to Supplier which cannot be adequately compensated for in damages and accordingly acknowledges that Supplier will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of this Section. Customer shall defend, indemnify and hold harmless Supplier from any and all claims arising from breach of the confidentiality obligation contained herein.

12. HARDWARE WARRANTY. Supplier warrants that all Hardware (other than Third Party Products), including any Firmware and/or Operating System loaded on the Hardware, will be free from defects in material and workmanship and will perform in substantial compliance with the Specifications. This warranty shall begin upon Acceptance and continue for a period of one year from such date. Customer's sole and exclusive remedy for any failure of the Hardware to perform in substantial compliance with the Specifications shall be repair or, at Supplier's option, replacement of the Hardware in whole or in part. Supplier may use refurbished parts and components to replace or repair the Hardware and replaced parts shall, at Supplier's option, become the property of Supplier. Repaired or replaced Hardware is warranted only for the unexpired portion of the original warranty period. Any warranty or liability is excluded where the warranty claim arises out of Customer's or End-User's (1) accident or negligence or intentional act or omission; (2) use or storage of the Hardware in a manner not authorized by Supplier; (3) normal wear and tear; (4) lack of routine care or maintenance as indicated by Supplier; (5) failure to use or take any proper precautions under the circumstances; or (6) modification of any Hardware. EXCEPT TO THE EXTENT PROHIBITED BY LAW, THIS LIMITED WARRANTY IS EXPRESSLY GIVEN IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXCLUDED. Any failure by Customer to implement any improvements or updates to the Hardware as supplied by Supplier or its representative shall void any and all of Supplier's obligations with respect to the Hardware.

Warranties for Software and Services, if any, shall be as set forth in the Software and Service Exhibits.

13. PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS. If Customer receives a claim that any Products other than Third Party Products, or parts thereof, infringe upon the rights of others under any intellectual property rights, Customer shall notify Supplier immediately in writing. If any such claim materially interferes with Customer's use of the Products, Supplier shall, at its option: (i) substitute functionally equivalent non-infringing Products; (ii) modify the infringing Products so that they no longer infringe but remain functionally equivalent; (iii) obtain for Customer at Supplier's expense the right to continue to use the infringing Products; or (iv) if the foregoing are not commercially reasonable, refund to Customer the Price of the infringing Products, as depreciated (based on five year straight-line depreciation), in which event Customer shall return the infringing Products to Supplier. The foregoing states the entire obligation and liability of the Supplier, and Customer's sole remedy for claims of infringement of intellectual property rights. The above remedies are conditional upon Customer providing Supplier prompt written notice of the infringement claim after receiving notice of such claim, allowing Supplier to control the defense of

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...ense, and reasonably cooperating with Supplier in such defense. Notwithstanding any other ...ion in this Agreement, Supplier shall not have any obligation to Customer hereunder for ...ngement claims based on or resulting from: (a) use of such infringing Products in combination ...with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by Supplier; (b) use of such infringing Products in a manner or environment or for any purpose for which Supplier did not design or license it, or in violation of Supplier's use instructions; or (c) any modification of such infringing Products by Customer or any third party. Supplier shall not be responsible for any compromise or settlement or claim made by Customer without Supplier's written consent.

14. THIRD PARTY PRODUCTS. With respect to Third Party Products, Customer agrees and acknowledges that: (a) Customer has made the selection of these Products on its own; (b) the Products are being acquired by Supplier solely at the request of and for the benefit of Customer, in order to eliminate the need for Customer to issue a separate purchase order to the manufacturer of the Products; (c) Supplier is entitled to charge Customer a special handling fee of fifteen percent of the Price for the Third Party Products; (d) no representation, warranty or guarantee has been made by Supplier with respect to the Products; (e) the obligation of Customer to pay Supplier for the Products is absolute and unconditional; (f) Supplier has no responsibility to Service such Products; (g) Customer will assert no claim whatsoever against Supplier with respect to the Products, and will look solely to the manufacturer regarding any such claims; (h) Customer will indemnify and hold Supplier harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the Products or any work or service provided by the manufacturer of the Products or any other party and (i) upon Supplier's request, Customer shall assign to Supplier any rights and remedies that Customer may have against any third parties and shall take such other steps as Supplier may reasonably request, as necessary to carry out the intent of this Section 14.**EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL WARRANTIES ON THIRD PARTY PRODUCTS ARE HEREBY EXCLUDED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

15. COMPLIANCE AND END-USER BACK-TO BACK RESPONSIBILITY. This Agreement is subject to Supplier's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA or other regulatory matters, anti-bribery laws and regulations, export/import control regulations and sanctions requirements and money laundering prevention. Customer represents and warrants that it is purchasing the Products for use consistent with the terms of this Agreement and that it will not re-sell the Products to any other party or to export or re-export the Products outside the country to which Supplier delivers the Products, except for supplying the Products to the End-User. The Customer shall procure at his own cost all licenses and documents required for import of the Products, which may also be required for using the Products. Refusal of import permission does not entitle the Customer to withdraw from this Agreement or to claim damages. The Supplier shall not be liable for any non-performance or any delay in performance under this Agreement in the event that there is (i) a change in applicable laws and regulations or (ii) a refusal or a delay by any applicable competent authorities to issue a license or (iii) a refusal by a Third Party Supplier or financial service provider to engage in transactions with any particular country. Further, the Supplier shall not be liable for any non-performance or any delay in performance under this Agreement where this is due to the Supplier, acting reasonably, determining that it is unsafe to send a service engineer or other personnel to the relevant country. **CUSTOMER AGREES TO INDEMNIFY AND HOLD SUPPLIER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO CUSTOMER'S NON-COMPLIANCE WITH THIS SECTION.** Customer will indemnify and keep indemnified Supplier from and against any costs, claims, demands, liabilities, damages or losses and all interest, penalties and legal and other professional costs and expenses arising out of or in connection with Customer's use of the Product or Customer supplying Products to any party who is not a party to these Agreement and the Products' subsequent use. This indemnity shall cover (but is not limited to) Supplier's liability to third parties arising out of the use or sale of the Products, except to the extent caused by Supplier's negligence.

16. CUSTOMER USAGE AND RESPONSIBILITIES. Customer shall not decompile, disassemble, or reverse engineer any Products. Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. Supplier shall have no obligation or liability with respect to the recovery of lost data or images. Supplier can make no assurances that Product performance will not be affected by the use of parts not supplied by Supplier. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer or the End-User, and its professional healthcare providers, and the Products shall not be run, operated or otherwise used, except by qualified employees or physicians who are suitably skilled and experienced to use the Products and in accordance with Supplier's instructions. Due to the large variety of potential applications, the Products may not have been tested in all situations, and Customer is also responsible for establishing the adequacy of independent procedures for testing and the reliability and the accuracy of the Products. The Products shall be used solely at the Site and shall not be removed from the Site. Customer shall indemnify Supplier and its Affiliates for and against all damages and liabilities together with costs of defending claims that arise in connection with Customer's failure to comply with this section.

17. FIRMWARE AND OPERATING SYSTEMS. The Hardware may contain internal system code that executes below the external user interface and which is integral to the operation of the Hardware ("Firmware"), as well as operating system software ("Operating Systems"). Supplier, or its suppliers, owns all rights in the Firmware and Operating Systems. Except where such Firmware or Operating System is owned by a third party which licenses it directly to Customer, Supplier hereby grants Customer, as long as Customer owns the Hardware, a limited, personal, non-transferable, non-exclusive license to use the applicable Firmware and Operating System as part of the normal operation and maintenance of the Hardware. Customer shall not otherwise copy, print, alter, decompile, disassemble, reverse engineer, decode, or translate Firmware or Operating System except to the extent such prohibition is void under applicable law.

18. SITE PREPARATION AND PERMITS. Customer agrees to prepare the Site at its own expense in accordance with the Site Requirements. The Site preparation shall be in compliance with all safety, electrical and building codes relevant to the Products. Customer shall be responsible for obtaining all permits and for meeting all requirements relating to applicable state and local codes, registrations, regulations, statutes and ordinances affecting the Products, including their transportation, installation, possession, use, architecture design, radiation protection walls and barriers, patient viewing devices, compliance with facility personnel safety devices and related inspections, utility service design and location, and other details pertaining to the Site.

19. INSTALLATION. In situations where Supplier is responsible for installation as specified in the Scope of Supply, Supplier shall arrange for installation of the Products at the Site. Customer shall provide reasonable and adequate access to the Site, as required by Supplier to perform installation, and shall comply with Supplier's or its representative's reasonable requirements. Rigging costs shall be the responsibility of Customer.

20. REPORTING. To the extent reasonably required by Supplier, Customer shall collect and provide to Supplier case reports and information concerning patient treatments. Customer shall also provide Supplier with a copy of any information on any event required to be reported according to local laws or any laws applicable to the Supplier, regulations or recommendation relating to the Products. Any personal data shall be removed from any reports submitted to Supplier.

21. LIMITATION OF LIABILITY. Nothing in this section shall limit Supplier's liability to the extent it cannot be excluded or limited by law. Supplier and any of its affiliates shall not be liable for any pure economic loss, or loss of profit, revenue, goodwill, contracts or data arising out of or in connection with this Agreement or any breach or non-performance of it no matter how fundamental (including by reason of Supplier's negligence). Supplier and any of its affiliates shall not be liable for any special, indirect, punitive or consequential damages arising out of or in connection with this Agreement or any breach or non-performance of it no matter how fundamental (including by reason of Supplier's negligence) whether or not Supplier has been informed of or was aware that there was a serious possibility of such loss. Supplier and any of its affiliates' total liability to the Customer arising under or in connection with this Agreement or any breach or non-performance of it, no matter how fundamental (including by reason of Supplier's negligence) in contract, tort or otherwise shall be limited to the price paid to Supplier by the Customer in respect of the deliverable that is the basis of the claim.

The Customer acknowledges that: (i) the price of the Products is based on the limitations of liability set out in this section 21; (ii) this Agreement, including all the limitations, has been fully negotiated; and (iii) Supplier would not enter into transactions of this nature without such a limitation and that in the light of the provisions of this section 21, it is fair and reasonable that Supplier should seek to limit and restrict its liability to the Customer.

Dr. Shiraj Kumar Das Majumdar
Senior Professor & HOD
Department of Radiation Oncology

23. APPLICABLE LAW AND ARBITRATION. Subject to what is set out in the next paragraph of this section, this Agreement shall be governed by and construed in accordance with the laws of Sweden and any disputes, controversy or claim arising out of or in connection with this Agreement, including any question regarding existence, validity, breach or termination thereof, or the legal relationships established by this Agreement, or in any other way relating to the Products shall be settled and finally resolved by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm. The arbitration proceedings shall be conducted in the English language.

24. ASSIGNMENT / END USER OBLIGATIONS. Except as otherwise provided in this Agreement, neither Party may assign its respective rights or obligations under this Agreement in whole or in part to any person without obtaining the prior written consent of the other Party. Notwithstanding the foregoing, Supplier may (i) assign this Agreement in whole or in part to an Affiliate and in such case Supplier shall take full responsibility for the Affiliate's compliance with this Agreement, (ii) Supplier shall have the right to assign receivables under this Agreement for financing purposes to Supplier's Affiliates or third parties. If the Customer makes an assignment (which shall require consent of Supplier) or if the Customer is not the End-User, the Customer hereby ensures that (a) the terms and conditions in this Agreement are included in the agreement with the End-User/assignee and (b) the Customer takes full responsibility for the End-User's/assignee's compliance with this Agreement. The Customer shall also assist Supplier with all reasonable measures that Supplier may deem necessary to preserve the rights of the Supplier under this Agreement.

24. AMENDMENT; WAIVER; SEVERABILITY; SURVIVAL. This Agreement may be amended only in writing signed by both Parties, including this Section 24. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of both Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

25. RESPONSIBILITY FOR REMOVAL OF PATIENT HEALTH INFORMATION. It shall be Customer's responsibility to ensure that all confidential and personal information, including but not limited to patient data is properly removed from any decommissioned equipment prior to the removal of such equipment from Customer's premises. Customer shall indemnify and hold harmless Supplier from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with this provision by Customer, and Customer shall compensate Supplier for all losses and expenses resulting thereof.

26. ENTIRE AGREEMENT AND CONFLICTING PROVISIONS. Each of the Parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement. This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the Parties and supersede any previous agreement between the Parties relating to the subject matter of this Agreement. Nothing in this Agreement shall, however, operate to limit or exclude any liability for fraud.

Dr. Suvo Kumar Das Majumdar
Professor & HOD
Radiation Oncology

WARE LICENSE EXHIBIT TO THE ELEKTA STANDARD TERMS AND CONDITIONS OF LE

1. APPLICABILITY OF THIS EXHIBIT. The terms and conditions contained in this Exhibit shall apply to all Software. The following terms used in this Exhibit shall have the meaning set forth as follows: "Term" means the right to use the Software for only a fixed term. "Perpetual" means the right to use the Software indefinitely in accordance with the terms of the Agreement.

2. GRANT OF LICENSE. Subject to the terms and conditions set forth here, and payment of the License Fee, Supplier hereby grants to Customer, and Customer hereby accepts from Supplier, a perpetual nonexclusive, nontransferable, non-assignable limited license to use the Software on the Designated Equipment or as a cloud based solution (as specified in the Specification) for internal purposes in accordance with this Agreement. The foregoing license shall be granted to the Customer on a Perpetual or Term basis, as specified in the Scope of Supply. The length of the term for all Term Licenses shall be provided for on the Cover Page or Scope of Supply. Customer shall not to market, sublicense, distribute, permit timeshare, or allow any other access to the Software other than Customer's own internal use. However, all Customer data files and patient data stored in the Software are and shall remain the exclusive property of Customer. Nothing contained in this Agreement gives Customer any rights with respect to new or different computer programs developed by Supplier or its Affiliates. The Software is licensed to Customer, not sold; no title to or other ownership interest in Software passes to Customer.

3. SUB-LICENSE OF SOFTWARE. Where the Customer is not the End-User, with respect to each copy of the Software that is provided to the Customer, the Supplier hereby grants to the Customer a royalty free, non-exclusive, non-transferable, license to sublicense the Software to the End-User, to provide a copy of the Software to the End-User solely for the End-User's own internal use and to permit such End-User to make one (1) back-up or archival copy of the Software. The Customer must enter into a written sub-license with the End-User ("Sub-License") that at a minimum contains terms substantially the same as, and no less restrictive than, those contained in this Agreement in so far as they relate to the licensing of software, and such other provisions as the Customer may, acting reasonably, advise. Upon execution of any Sub-License with the End-User or upon upgrade of the End-User's operating system, the Customer shall register the End-User with the Supplier in accordance with the registration procedures established and provided to the Customer from time to time by the Supplier.

4. AUTHORIZED USE. Customer is authorized to use the Software only on Designated Equipment or as a cloud based solution (as specified in the Specification) at the Site. Customer is not authorized to: (a) copy or duplicate, or permit anyone else to copy or duplicate, any physical, magnetic, or other version of the Software; (b) create or attempt to create, reverse engineer or otherwise, the source programs or any part thereof from the Software; or (c) modify the Software in any manner.

5. SOFTWARE WARRANTY. Supplier warrants that, as of the date of Acceptance and for a period of 12 months thereafter (the "Warranty Period"), the Software (other than Third Party Products) will in material aspects provide the features and functionality generally described in the Specification. Supplier's entire liability, and Customer's exclusive remedy, during the Warranty Period will be, at Supplier's option, to attempt to correct or work around errors or to refund the License Fee for the affected the Software. Any refund is subject to the return of the Software. Notwithstanding the foregoing, Supplier's warranty does not cover: (a) defects arising out of unauthorized repair, alteration or modification; (b) defects emanating from improper application, improper installation or operation on equipment other than Designated Equipment; or (c) accidental damage, negligence in use, improper storage, electrical power damage, or abnormal operating conditions. This section provides the exclusive remedies for all claims based on failure of or defect in the Software and this warranty is exclusive and are in lieu of all other warranties, conditions, and guarantees whether written, oral, implied, or statutory. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS SECTION, SUPPLIER MAKES NO EXPRESS WARRANTIES FOR THE SOFTWARE. SUPPLIER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES FOR THE SOFTWARE INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY APPLICABLE LAWS. WITHOUT LIMITING THE FOREGOING, SUPPLIER DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.** Any remedial steps taken by Supplier hereunder shall not extend the applicable warranty period.

Should Supplier provide an Uptime Guarantee or Warranty for the Software in a different exhibit the Warranty in this Section 5 shall not be applicable.

Any unauthorized modification of the Software by Customer or any failure by Customer to implement any improvements or updates to the Software as supplied by Supplier or its representative shall void any and all of Supplier's obligations with respect to the Software.

6. TERM & TERMINATION. Unless terminated pursuant to this section, the license to the Software shall either be Perpetual or for the Term specified in this Agreement. Supplier shall have the right to terminate any license granted or discontinue delivery of any cloud based delivery immediately upon written notice to Customer without further obligation or liability to Customer if: (a) Customer commits any breach of this Agreement; (b) any sublicense, assignment or transfer or attempted sublicense, assignment or transfer by Customer of the Software is made without the written consent of Supplier; (c) any transport, movement or attempted transport or movement by Customer of the Software, or the Designated Equipment on which the Software is installed, from the Site is made; (d) any modification or adaptation of the Software is made or any attempt to use the Software with any products other than the Hardware is made; or (e) any use of the Software in connection with or on other equipment than the Designated Equipment.

7. CONSEQUENCES OF TERMINATION. Upon the termination of the license to the Software, Customer shall immediately: (a) return the Software to Supplier together with all reproductions and modifications of the Software and all copies of any documentation, notes, and other materials with respect to the Software; (b) purge all copies of the Software or any portion thereof from all Designated Equipment and from any computer storage device or medium on which Customer has placed or has permitted others to place the Software; and (c) deliver to Supplier a written certification that Customer has complied with all of its obligations under this section.

Dr. Saroj Kumar Das Majumdar
Professor & HOD
Radiation Oncology

DATA PROCESSING AGREEMENT

SECTION 1: TERMS

1. BACKGROUND AND OBJECTIVE. Within the scope of the Agreement, Supplier will gain access to and process Personal Data for which Customer is the Data Controller. This means that Supplier is a Data Processor in accordance with the applicable Data Protection Legislation. The objective of this DPA is to comply with the requirements in the Data Protection Legislation for a written agreement between the Supplier and the Customer.

2. DEFINITIONS. Unless otherwise defined, the terms used in this DPA shall have the same meaning as in the Data Protection Legislation.

"Data Controller" means anyone who alone or jointly with others determines the purposes and means of the Processing of Personal Data;

"Data Protection Legislation" means all the laws and regulations applicable to the Processing of Personal Data under the Agreement, including but not limited to:

a) European Union member states: the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any applicable national legislation implementing the GDPR;

b) UK: Data Protection Act 2018

c) Argentina: the Argentinian Privacy Principles, as defined in Argentina Personal Data Protection Law 25.326;

d) Australia: Australian Privacy Principles, as defined in the Australian Privacy Act 1988 (Cth);

e) Brazil: "LGPD" or the Brazilian General Data Protection Regulation, Law Nº 13.709/2018

f) California: California Consumer Privacy Act (CCPA);

g) Canada: Federal Personal Information Protection and Electronic Documents Act ("PIPEDA")

h) Chile: Chilean Law 19.628 on the Protection of Private Life

i) Colombia: Colombian Law 1581 of 2012 and Decree 1074 of 2015.

j) Mexico: Mexican Federal Law on the Protection of Personal Data held by Private Parties.

k) Japan: Japanese Act on Protection of Personal Information and relevant guidelines issued by the Personal Information Protection Commission of Japan;

l) South Korea: Korean Personal Data Protection Law and Law on Information and Communications Network Utilization and Information Protection

"Data Processor" means anyone who processes Personal Data on behalf of the Data Controller;

"DPA" means this Data Processing Agreement;

"Personal Data" means any information that, directly or indirectly, can identify a living natural person, as defined by the Data Protection Legislation;

"Processing", "Process" means any operation or set of operations performed with regard to Personal Data, whether or not performed by automated means, for example collection, recording, organisation, storage, adaptation or alteration, retrieval, gathering, use, disclosure by transmission, dissemination or otherwise making information available, alignment or combination, blocking, erasure or destruction;

"Sub-Processor" means a sub-contractor that is engaged by the Supplier. The Sub-Processor processes Personal Data on behalf of the Customer in accordance with the Sub-Processor's obligation to provide its services to the Supplier.

3. UNDERTAKING AND INSTRUCTION. The Supplier undertakes to Process the Personal Data that it has access to under the Agreement on behalf of the Customer, for the purpose of fulfilling the Agreement. The Supplier further undertakes to:

a) Process the Personal Data in accordance with the Agreement and any other documented instructions from the Customer. The Supplier may, however, without instructions Process information required by any applicable laws, but shall inform the Customer of such requirement prior to Processing, provided that law does not prohibited to give such information in accordance with such applicable laws;

b) ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

c) implement all appropriate technical, physical, administrative and organisational measures necessary in order to ensure a level of security appropriate to the risk, as required pursuant to the Data Protection Legislation;

d) assist the Customer, taking into account the nature of the Processing, by implementing appropriate technical, physical, administrative and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to and to fulfil requests from data subjects exercising their rights laid down in the Data Protection Legislation;

e) assist the Customer in ensuring compliance with the obligations in the Data Protection Legislation relating to implementing security measures, managing Personal Data breaches, conducting data privacy impact assessments and participating in prior consultations with the supervisory authority, at all times taking into account the nature of the Processing and the information available to the Supplier; and

f) promptly notify to the Customer any Personal Data breach (security incident), in order for the Customer to be able to comply with its obligations under the Data Protection Legislation to notify the supervisory authority and/or the data subjects in some cases. The Supplier shall at the Customer's request, provide any other information reasonably requested by the Customer to assist the Customer in complying with the relevant Data Protection Legislation and/or inquiries from the supervisory authority.

4. AUDIT. The Supplier shall grant the Customer access to reasonable information necessary to demonstrate that the obligations set out in this DPA are complied with. The Customer shall give at least sixty (60) calendar days written notice to the Supplier prior to any audit. Audits shall be organised during Supplier's normal working hours. The Supplier shall facilitate and participate in audits, including inspections, carried out by the Customer or a governmental authority or by a third party authorised by the Customer. If the Customer uses a third party to carry out the audit, that third party shall not be a competitor of the Supplier and shall undertake confidentiality in relation to the Supplier's business information. The Supplier shall promptly inform and consult with the Customer in the event that a supervisory authority initiates or takes any action in relation to the Supplier with regard to the Processing of Personal Data under the Agreement or this DPA.

5. ENGAGING SUB-PROCESSORS. The Customer gives the Supplier a general authorisation to engage as Sub-Processors, to support the fulfilment of the Agreement, any other entities from time to time who are under common ownership and control of Supplier's parent company, Elekta AB ("**Affiliates**").

The Customer grants Supplier and Affiliates a general authorization to appoint the following types of Sub-Processors to support the fulfilment of the Agreement: Supplier and its Affiliates' cloud, software engineering, and other firms providing information technology and security advisory and support services; third party data center operators; and providers of outsourced technical support services.

The Sub-Processors engaged at the time of entering into the DPA are listed in Section 2. However, the Supplier shall inform the Customer of any plans regarding the engagement of new Sub-Processors, or replacement of Sub-Processors, so that the Customer is given an opportunity to object to such changes.

In the event that the Supplier engages a Sub-Processor for the Processing of Personal Data on the Customer's behalf, the Supplier and the Sub-Processor shall enter into a written data Processing agreement that imposes equivalent obligations on the Sub-Processor as those specified in this DPA. In the event that the Supplier engages a Sub-Processor outside of the country where the Customer is based, legal grounds for the transfer to a third country shall be secured, for example by entering into an appropriate data transfer agreement. The Supplier is hereby given the mandate and mission to enter into a data transfer agreement on the Customer's account in such case. The Supplier is liable, in all respects, for the Sub-Processor as for itself.

6. OBLIGATION TO DELETE PERSONAL DATA. Personal Data shall not be stored for a longer period than it is necessary to carry out the original purpose for the Processing.

Where an application permits the Customer to migrate Personal Data held by the application and the Customer agrees to migrate any and all Personal Data prior to termination of the Agreement, the Supplier shall use reasonable commercial endeavours to assist the Customer to [illegible]

Dr. Saroj Kumar Das Majumdar
Professor & HOD

INITIALS

function until expiry of the Agreement. Where the Agreement is terminated with immediate effect due to the Customer's breach, the Supplier shall use reasonable commercial endeavours to enable the Customer to use the migrate function in the period of 10 days after such termination.

For applications where no migration functionality is available for the Customer to independently use, the Customer and Supplier shall collaborate to transfer any and all Personal Data to the Customer for archival purposes upon the expiry or termination of the Agreement.

The Supplier is not obligated to store any of the Customer's Personal Data after expiry of the Agreement. The Supplier shall no later than 30 days after expiry of the Agreement effectively delete all Personal Data. For the purposes of this provision to effectively delete shall mean that the data is deleted in accordance with best practice industry standards so that Personal Data cannot be reconstructed using any known technology.

Without limiting the aforementioned, at any given time during the term of this DPA the Supplier shall effectively delete Personal Data to the extent requested by the Customer.

The obligation to delete Personal Data does not apply if storage of Personal Data is required pursuant to Data Protection Legislation, needed in order to fulfil Supplier's obligations under the Agreement or if Supplier is required by other applicable laws to retain the data.

7. **DAMAGES.** The Supplier's total liability for its performance under this DPA shall not exceed the price paid by the Customer under the Agreement in the twelve (12) months immediately preceding the claim that gave rise to the liability. For the avoidance of doubt, administrative fines are imposed on the Party in breach of its obligations and, in consequence, neither Party will bear the other Party's administrative fines.

8. **COMPENSATION.** The Parties agree that the Supplier's remuneration under the Agreement does not include compensation for the Supplier's measures and activities required to fulfil the DPA. The Supplier shall be entitled to compensation on a time and material basis for any work and documented costs for measures and activities taken in order to fulfil its undertakings under the DPA.

9. **BREACH.** In the event that the Supplier is in breach of its obligations under the DPA, the Supplier must remedy the breach within thirty (30) days of being notified of the breach, or within the time period agreed between the Parties.

10. **TERM.** The DPA is effective from the commencement the Agreement and for as long as the Supplier Processes Personal Data on the Customer's behalf. When the Agreement expires or terminates, the Supplier shall, based on the Customer's instructions, delete or return to the Customer, in a manner acceptable to the Customer, all Personal Data, and delete existing copies unless storage of Personal Data is required pursuant to any applicable laws or otherwise permitted in accordance with this DPA.

11. **CONFLICTS.** This DPA constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this DPA. Notwithstanding the foregoing, for US Customers, the terms and conditions in this DPA apply in addition to those in the Business Associate Agreement, and in the event of a conflict between this DPA and the Business Associate Agreement, the terms and conditions of this DPA shall prevail.

SECTION 2: INSTRUCTIONS FOR THE PROCESSING OF PERSONAL DATA

The Processing of Customer Personal Data by the Supplier may vary depending on the Products, software applications and/or Services purchased from or licensed by the Supplier as follows:

1. THE PURPOSES OF THE PROCESSING

The Supplier will Process the Personal Data of the Customer to the extent it is necessary in order to fulfil the Agreement with the Customer, to improve and further develop its Products and Services (i.a. for evaluating usability), or as otherwise agreed between the Customer and the Supplier in writing.

Further, in relation to Elekta Axis and Elekta Cloud-based software:

a) **For Kaiku Health:**

Supplier provides Customer with a cloud-based service for digital patient monitoring and management used by patients and staff of the Customer. Patient users can report on their health and wellbeing using predefined metrics (patient-reported data) such as symptoms or Quality of Life, receive reminders, notifications and instructions related to reporting the predefined metrics, and access patient materials that are provided by hospital or relevant third parties. Healthcare professional users can assign patients to predefined and individualized Patient Monitoring and Management Modules; receive, input and view patient metrics (e.g. quality of life metrics and symptoms); and view dashboards on individual patients and patient populations of predefined metrics.

b) **For MOSAIQ® Oncology Analytics (on Elekta Axis):**

Supplier provides MOSAIQ Oncology Analytics, a cloud based solution hosted by Supplier using Microsoft Azure platform.

To guide and support the Customer in setting up/reconfiguring custom reports by extracting data (including personal data) from Customer's MOSAIQ system(s) and other systems. Supplier may also Process Personal Data. The purpose for the Customer is to optimize clinical operations and identify trends, inefficiencies, resource utilizations, analyze outcomes, and potential cost savings.

c) **For MOSAIQ SmartClinic (on Elekta Axis):**

MOSAIQ SmartClinic provides mobile access to a set of MOSAIQ functions and a Patient Synopsis. For the MOSAIQ SmartClinic on Elekta Cloud, Supplier provides Customer with a cloud based solution hosted by Supplier using Microsoft Azure platform.

In addition to mobility, it also contains "Smart" features which provide easier visualization, navigation, automation and notification of activities that need processes to manage patient care.

d) **For ProKnow (on Elekta Axis):**

Supplier provides Customer with a cloud-based RT-PACS (Radiation Therapy Picture/Patient Archiving and Communication System), hosted by Supplier using the Microsoft Azure platform. ProKnow is capable of archiving patient data, managing treatment planning information, and performing large cohort analysis with a focus on the data and images specific to radiation oncology patients.

In relation to order fulfilment and remote Services:

e) **For Order Fulfilment and on-site Services:**

Supplier may be onsite at Customer's facility to perform order fulfilment services, including but not limited to, site planning, installation, de-installation of Elekta Products and/or on-site provision of maintenance and support Services. Customer will take reasonable actions to protect the confidentiality and privacy of Personal Data. In the event Supplier is exposed to any Personal Data, the terms and conditions of this DPA will apply.

f) **For IntelliMax:**

Supplier provides Customer with remote access via Elekta IntelliMax with the capability to transfer files to provide technical support and predictive maintenance of Elekta products. No personal health information (PHI) or Personal Data is actively processed (accessed, viewed, stored, etc.) by Supplier unless Customer displays it on the end product during the session or transfers it to Supplier. In the event Supplier is exposed to any Personal Data, the terms and conditions of this DPA will apply.

2. CATEGORIES OF PROCESSING ACTIVITIES

The Processing activities may include:

a) Storing/hosting of Personal Data in proprietary reporting database (Elekta Axis on Microsoft Azure).

b) Local and remote support for assistance and maintenance on radiosurgery and oncology radiotherapy equipment provided by the Supplier.

c) Managing and responding to Customer service requests. This can include:

- Escalation of service requests;
- Troubleshooting and remote service for equipment;
- Managing offsite repair, refurbishment or disposal of equipment or defective components.

d) Providing technical support for the relevant products;

e) Developing and implementing customized imaging protocols for the Customer;

f) Providing additional or advanced services to which the Customer has subscribed;

g) Systems integration, data migration and installation operations (CT, PACS, etc.)

h) Extraction, Transformation and Load (ETL) of personal data from relevant systems.

i) Customer data can include access to application, audit logging information, use of application features etc.

j) Facilitating reports to Customers.

Dr. Sanjit Kumar Das Mahanta
Professor & HOD
Radiation Oncology

k) Analysis of the patient data in order to provide analytics to the Customer as described in the Agreement.

l) Export/transfer of personal data from cloud based solution for the purpose of offline review or archival. This is usually done by the Customer.

m) Compute, networking, and storage within a cloud environment.

n) Product and service improvement, enhancement and development.

o) Providing remote service support and IT-facility management (monitoring and supporting platform and applications and maintaining equipment).

p) Providing software engineering, software maintenance, systems maintenance, including managing the availability, latency, scalability and efficiency of the Services.

q) Anonymizing the Processed Personal Data to provide the Service as per the Service description (i.e. for training artificial intelligence models) and for improving and further developing the service (i.e. for evaluating usability). For Kaiku Health, the Supplier may use the anonymized data in further developing the Service and transfer anonymous data to third parties (e.g. its partners such as life sciences companies) for use in research and development and post-market surveillance. Supplier is responsible for ensuring the anonymity of the anonymized data. Description of the anonymisation techniques applied is available upon request.

3. CATEGORIES OF DATA SUBJECTS

- Customer employees
- Supplier employees or Supplier's Sub-Processor employees
- Customer patient data

4. CATEGORIES OF PERSONAL DATA

a) Concerning Customer's employees and Supplier employees, the Supplier may Process Personal Data and contact information (e.g. e-mail, phone number etc.), as well as name and location of the institution in which an examination was conducted, and name of the Customer employees performing an examination or log files and entries made into the Services by the Customer/Supplier's employee.

b) Concerning Customer's patients, the Supplier may Process:

- Information provided to the Service by the data subject (such as forms and messages);

- Data provided to the Service by the employees of the Customer, concerning the care, monitoring, or planning of the care of the data subject;

- Data obtained by Customer from other databases, concerning the care, monitoring, or planning of the care of the data subject;

- Personal Data and contact information (i.e. e-mail, phone number, address, Next of Kin, Emergency Contact, Ethnicity, Religious);

- Social information (Marital status, Tobacco, Alcohol, Drug Use, etc.);

- Personal Data relating to patient health. This may include:

  – Patient health status and diagnosis data;

  – Parameter / settings of the equipment , and in particular : weight, height, temperature, age (in years or date of birth), gender , heart rate, image acquisition protocol, radiation dose, number of images, examination results;

  – Parameters and description of protocols and examination procedures;

  – Exam / serial / image numbers or other examination values generated by a system and assigned by the equipment for each exam;

  – Images of the anatomy of a patient;

  – Treatment Information including: Diagnosis; Labs; Vitals; Assessments; Transactional Document info; Orders; Appointments; Quality Check List; Charges; Provider Names; Provider IDs; Provider contact information.

Patient data may include Protected Health Information (PHI) as defined under US legislation and any other activities related to patient care. Under the EU GDPR, this data may fall under the definition of special category of personal data. Informations Numéros d'examen/de série/d'image ou autres valeurs d'examen générées par un système et attribuées par l'équipement.

5. SUB PROCESSORS AND PLACES WHERE THE SUB-PROCESSING IS CARRIED OUT

The following Sub-Processors may currently be engaged by the Supplier and the Customer approves of Supplier's engagement of these sub-processors to provide the Processing activities:

Elekta AB and its Affiliates from time to time, including without limitation:

- Elekta Limited, UK
- Elekta Inc, USA
- Elekta B.V., Netherlands
- Elekta Instrument AB, Sweden

Dependent on Customer location, additional Elekta Affiliates may provide local support (e.g. language support, license software maintenance and support, application development, testing, and support, and providing Customer outreach and support).

Microsoft
Parametric Technology UK Ltd
Salesforce
Servicemax
Dell Boomi
Hytec

6. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

The Supplier shall perform its obligations and actions under this DPA with all due skill, care and diligence.

The Supplier shall use technical and organizational security measures appropriate to prevent the harm which might result from any unauthorized or unlawful processing, loss, destruction, damage, alteration to or disclosure of the Personal Data and having regard to the nature of the Personal Data which is to be protected.

Customer acknowledges and agrees that the nature of the Services mean that the technical and organizational measures may be updated by Supplier from time to time but such updates shall not result in a lesser standard of security to that in place at the time of signing this DPA.

Should the Supplier become aware of any non-conformity with the security requirements set out above, either within its own or within the subcontractor's organization, such non-conformity shall be notified to the Customer in accordance with the Personal Data Breach procedure set out in this DPA.

Dr. Saroj Kumar Das Majumdar
Professor & HOD
Radiation Oncology

INITIALS

Elekta

Proprietary Article Certificate

To whom it may concern,

We, Nucletron B.V., Waardgelder 1, 3905 TH Veenendaal, The Netherlands hereby declare/certify that all products as specified below are proprietary items of Nucletron B.V., the Netherlands and can be sold by ELEKTA SOLUTIONS A.B., Sweden

ELEKTA MEDICAL SYSTEMS INDIA PVT, LTD is a direct subsidiary of ELEKTA SOLUTIONS A.B. Sweden and is the sole service provide in India.

S. No	Description
1.	Brachy HDR

Elekta

Nucletron B.V.
Waardgelder 1, 3905 TH Veenendaal
P.O. Box 930, 3900 AX Veenendaal
The Netherlands
Phone: + 31 318 557 133
brachytherapy@elekta.com
Registered 2730 3235

Rigo Meens
Head of QA&RA

Veenendaal, May 7, 2024

Dr. Saroj Kumar Das Majumdar
Professor & HOD
Radiation Oncology

Elekta

To,

17th Dec, 2024

The Director,
AIIMS
Bhubaneshwar

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the following items are the proprietary items of Elekta and are compatible with Elekta High Dose Rate Brachytherapy System installed at your esteemed institute.

Sr No	Article No.	NAME OF ITEM
1	105002	Ir-192 Source (0.9mm x 4.5mm), 10 Ci

Thanking you,

Yours Sincerely
For **ELEKTA Medical Systems India Pvt Ltd**

Director – Strategic Accounts, Government & PPP

Authorised Signatory

Dr. Sanjj Kumar Das Majumdar
Professor & HOD
Radiation Oncology

Elekta Medical Systems India Pvt. Ltd. | 12th Floor, Vatika Professional Point, Sec-66,Sohna Road | Gurgaon – 122 001, Haryana | India | Tel: +91 124 49 33 222 | Fax: +91 124 49 33 244 | www.elektaindia.co.in

Registered office: 6/41 Sunder Kiran Building, 209 W.E.A, Karol Bagh, New Delhi-110 005 | CIN:U33112DL2005PTC138794

...AG HOSPITAL & CANCER RESEARCH CENTRE PVT. LTD.,

CIN NO. : U85110AP1966PTC000235

1/7, M.V.P. Colony, Visakhapatnam - 530 017, Andhra Pradesh, India.
Ph : 0891-0891-2878787, 2878777 Email : info@mgcancerhospital.com

Ref: MGCHRI/Stores/RT/Elekta/GPO-6749

Tuesday, December 12, 2021.

To,

M/s Elekta solution AB,
PO BOX 7593, SE 103 93,
Stockholm, Sweden

Purchase Order

Sub: Supply of 136147 Flexitron 192 Source, (0.85mm x 4.5mm)+/10Ci
Ref: 1) Your quotation no: **IM/056/2021** dated **29 Nov2021.**
2) Your mail dated **29Nov 2021**

Dear Sir,

As per discussion with you for purchase of Brachytherapy micros electron HDR system iridium- 192 sources.

1. **Scope of Supply:** Supply of **136147 flexitron Ir-192 source, (0.85mm x 4.5mm) +/- 10Ci** to our hospital.
2. **Price: Euro 9194 (Euro Nine Thousand One Hundred and nine tee four)** only CIF priceBy AIR up to Hyderabad Air Port. The custom duty, clearing agent charges and local taxes if any will be paid by us in addition to the above price.
3. **Payment terms:** 100% advance is to be paid to Elekta Limited by way of wiretransfer.
4. **Terms & conditions:** other Terms & conditions as per your quotation.

Note: Invoice name should be "Vizag Hospital and Cancer Research Centre Pvt.Ltd"
GSTin no: 37AAACV5637R1ZK.

This purchase order is being used in duplicate, kindly sign and delivery the duplicate copy as token of your acceptance.

[A M A MANIMUTHU]
HEAD OPERATIONS

[DR.MURALIKRISHNA.V]
MANAGING DIRECTOR

Vizag Hospital & Cancer Research Centre Pvt. Ltd. Visakhapatnam-17

Dr. Saroj Kumar Das Majumdar
Professor & HOD
Radiation Oncology

एचएलएल लाईफकेयर लिमिटेड
(भारत सरकार का उद्यम)

HLL Lifecare Limited
(A Government of India Enterprise)

HLL/PCD/PMSSY/AIIMS-II/11/16-17/ 1843
(By Reg. Post/Courier/Fax)

19th August, 2016

NOTIFICATION OF AWARD

M/s Elekta Ltd.,
Linac House,
Fleming Way,
Crawley,
West SUSSEX,
RH10 9RR,
U.K.

Store & Purchase Section
Date of Receipt 27/08/16
Date of Despatch 2.40 PM

Through:

M/s Elekta Medical Systems India Pvt. Ltd.,
302,3rd Floor,
Block 4A, DLF Corporate Park,
DLF City Phase –III, Gurgaon-122002,
Ph: 0124-4933222.

Subject: Procurement of HDR BRACHYTHERAPY (Schedule – 12(e))

Ref: **(i) Tender Enquiry No. HLL/PCD/PMSSY/AIIMS-II/11/13-14 dated 19.12.2013**
(ii) Your Bid 2014-72262-SP dated 29.01.2015 submitted against the same and Price bid opened on 08.02.2016.

Dear Sir,

We are pleased to inform you that your bid for the procurement of **HDR Brachythearapy** against **Tender Enquiry No. HLL/PCD/PMSSY/AIIMS-II/11/13-14 dated 19.12.2013** has been accepted and we are hereby placing the order for the following equipment to be supplied as per the Terms and Conditions as indicated below in continuation to the General Conditions of the Contract and Special Conditions of Contract and all the other sections as detailed and forming part of the Bid Document. The equipment should be brand new & unused and as per the Technical Specification as per our bid document along with the amendments if any and your offer along with technical clarification if any submitted by you which is attached as **Annexure I**. The bid document along with amendment if any duly accepted by you forms an integral and inseparable part of this NOA.

ASO

पंजीकृत एवं पंजीकृत कार्यालय:
एचएलएल भवन, पूजप्पुरा
तिरुवनंतपुरम - 695012
केरल, भारत.
दूरभाष - +91-471-2354949
2350961, 2350959
वेबसाइट : www.lifecarehll.com
सीआईएन: यू25193केएल1966जीओआई002621

Corporate & Regd. Office:
HLL Bhavan, Poojappura
Thiruvananthapuram - 695 012,
Kerala, India
Tel: +91-471-2354949
2350961, 2350959
Website: www.lifecarehll.com
CIN- U25193KL1966GOI002621

क्षेत्रीय कार्यालय
प्रापण एवं परामर्श विभाग
बी-14ए, सेक्टर-62, नोएडा-201307
जिला-गौतम बुद्ध नगर (उ.प्र.)
दूरभाष : 0120 - 4071500
फैक्स : 0120 - 4071513

Regional Office:
Procurement & Consultancy Division
B - 14A, Sector - 62, Noida - 201307
Distt. Gautam Budh Nagar (U.P.)
Tel.: 0120 - 4071500
Fax: 0120 - 4071513

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एचएलएल लाईफकेयर लिमिटेड
(भारत सरकार का उद्यम)

HLL Lifecare
(A Government

1) **Prices – Schedule 12(c), Department – Radiation Oncology**

Sl. No.	Brief Description of item/Goods	Quantity	Unit Price	Total Price
i.	**HDR Brachythearapy** Model:- microSelectron HDR 30 Channel unit with 3D Treatment planning system, applicators and maximum 17(Seventeen) Ir-192 Sources during first five years of operation as per Scope of Supply Exhibit-A (Technical Specification is detailed in Annexure I). As mentioned in the technical Bid by the bidder & the clarification submitted thereafter) (DDP Price)	**6 Nos.**	EURO 168,571.00	EURO 1,011,426.00
ii.	Carriage, Insurance and freight	**6 Nos.**	No additional cost.	
iii.	CIP Price	**6 Nos..**	EURO 168,571.00	EURO 1,011,426.00
Total	CIP Value (in words): EURO One Million Eleven Thousand Four Hundred Twenty Six only.			
iv.	Custom Duty amount.(The vendor will have to do the custom clearance and pay the custom duty and subsequently ask for reimbursement. Payment will be released after safe delivery of the equipment at the consignee site and upon submission of consignee receipt certificate along with actual duty paid challans)	**6 Nos.**	Payment will be made at actuals.	
v.	Custom clearance and handling charges	**6 Nos.**	No additional cost	
vi.	Loading / unloading inland transportation, insurance	**6 Nos.**	No additional cost	
vii.	Installation, commissioning, supervision, demonstration & training at consignee site	**6 Nos.**	No additional cost	

Note:

a. Octroi / Entry Tax/ Tax by local municipal body, if any, shall be reimbursed at actual if not exempted as per the terms specified in Tender clause no. 13.5.4 of GIT of the bid document. Where required you should obtain in advance the exemption certificate from the consignee to avoid the payment of such local taxes or duties.

b. Supplier shall be entirely responsible for all taxes, levies etc. incurred until delivery of the contracted goods offered on DDP basis to the purchaser.

2. Terms and Conditions:

The prices accepted are firm and fixed during the currency of the contract. The scope of supply shall be as per terms & conditions given below and as detailed in the bid document: -

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(भारत सरकार का उद्यम)

HLL Lifecare Limited
(A Government of India Enterprise)

Sl. No.	Item	Description
i)	Name & Address of the Purchaser	HLL Lifecare Limited, Procurement & Consultancy Division, B-14 A, Sector-62, Noida-201307 for and on behalf of Ministry of Health and Family Welfare

Name & Address the Consignee (s):-

Sl. No.	Consignee Name	Qty	Contact	Air Port	Sea Port / Dry Port
1	The Director, All India Institute of Medical Science, Near Saket Nagar, Bhopal-462020	1	The Director	New Delhi	Dry Port Delhi
2	The Director, All India Institute of Medical Science, AIIMS-Patna, Phulwari Sharif, Infront of DAV School, WALMI, Danapur, Patna-801105, Bihar	1	The Director	Kolkata	Kolkata/ Dry Port Delhi
3	The Director, All India Institute of Medical Science, AIIMS-Raipur, Old TB Hospital, Tatibandh, Raipur-492001, Chattisgarh	1	The Director	Kolkata	Kolkata/ Dry Port Delhi
4	The Director, All India Institute of Medical Science, AIIMS-Bhubaneshwar, Near Biju Patnaik Police Academy, Village-Sijua, Bhubaneshwar-751019, Orissa	1	The Director	Kolkata	Kolkata
5	The Director, All India Institute of Medical Science, AIIMS-Rishikesh, Barrage Road, Pashulok, Rishikesh-249203, Uttarakhand	1	The Director	NEW DELHI	DRY PORT NEW DELHI

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(A Government of India Undertaking) (भारत सरकार का उद्यम)

Sl. No.	Item	Description			
6.	The Director, All India Institute of Medical Science, Basani Jodhpur-342005, Jodhpur	1	The Director	NEW DELHI	DRY PORT NEW DELHI
ii)	Name of Beneficiary of L/C and Bank Details	**M/s Elekta Ltd.**, Linac House, Fleming Way, Crawley, West SUSSEX, RH10 9RR, U.K. Bank Details: To be provided at the time of submitting the performa invoice			
iii)	Name & Address of Manufacturer	**M/s Elekta Ltd.**, Linac House, Fleming Way, Crawley, West SUSSEX, RH10 9RR, U.K.			
iv)	Country of Origin	European			

Sl. No.	Item	Description
v)	Delivery Period	**For Imported Goods:** **The shipment to individual institutions should be made only after written communication from the head of the concerned hospital/institution. It will be the responsibility of M/s Elekta to coordinate with the regulatory authorities to ensure statutory clearances of all the systems (HELA, Brachy, CT Simulator). The necessary papers will however be given to M/s Elekta on request, by the Institute.** 90 days from the date of opening of L/C or 30 days from the date of site readiness whichever is later. The L/C will be opened after the receipt of Turnkey completion certificate from **M/s Elekta Medical Systems India Pvt. Ltd.** The date of delivery will be the date of Bill of Lading/Airway bill. The date of delivery of the goods stipulated in the schedule shall be deemed to be the essence of the contract and the delivery must be completed not later than the time period as specified above. Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later. For delayed delivery and or installation and commissioning liquidated damages will get applied as per 2(xv) below. Time shall be the essence of the contract. L/C/separate L/Cs shall be opened consignee wise.
vi)	Terms of Delivery	DDP (At Consignee site)

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(भारत सरकार का उद्यम)

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Sl. No.	Item	Description
vii)	Despatch Instructions	To be dispatched by Air / Sea through Air India / National Carrier wherever available from Airport / Seaport to Consignee Airport / Seaport (Mentioned along with Consignee) on freight paid basis. Airfreight / Seafreight charges & insurance charges will be borne by the supplier. The insurance for 110% of the value of equipment should be taken from supplier's warehouse to consignee's warehouse [Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery]. The equipment should be addressed to the Consignee.

Sl. No.	Item	Description
viii)	Packing & Marking	The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transhipment (if any), rough handling, open storage, weather change etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly. **Packing instructions:** Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality: a. contract number and date b. brief description of goods including quantity c. packing list reference number d. country of origin of goods e. consignee's name and full address and f. supplier's name and address
ix)	Inspection Authority	SVP, GB, HLL Lifecare Ltd., B-14 A, Sec.62, Noida-201307 (UP) or his designated representative in case of goods located within India & SGS, Lloyd, BEAURU VARITUS and TUV in case the goods located outside India. Cost for Inspection outside India will be borne by the supplier as per terms & condition of the inspection clause mentioned in the bid document.
x)	Inspecting Officer	Authorize Representative (s) of the Inspection Authority mentioned above.