

SANTOSH

Deemed to be University



3.1.5 University has the following facilities*

***To view document click on page number**

Geo-tagged photographs

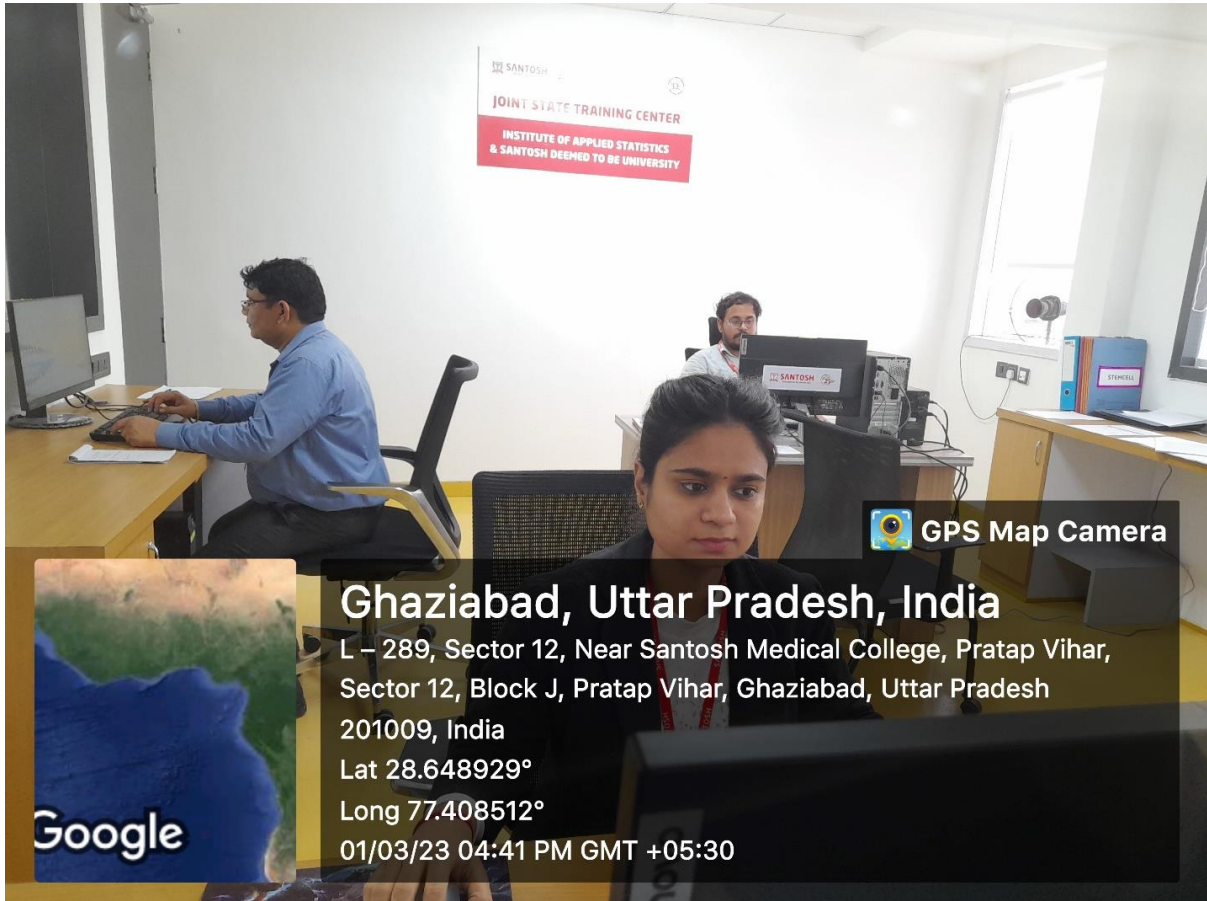
S no.	Details	Page No.
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Alpaul

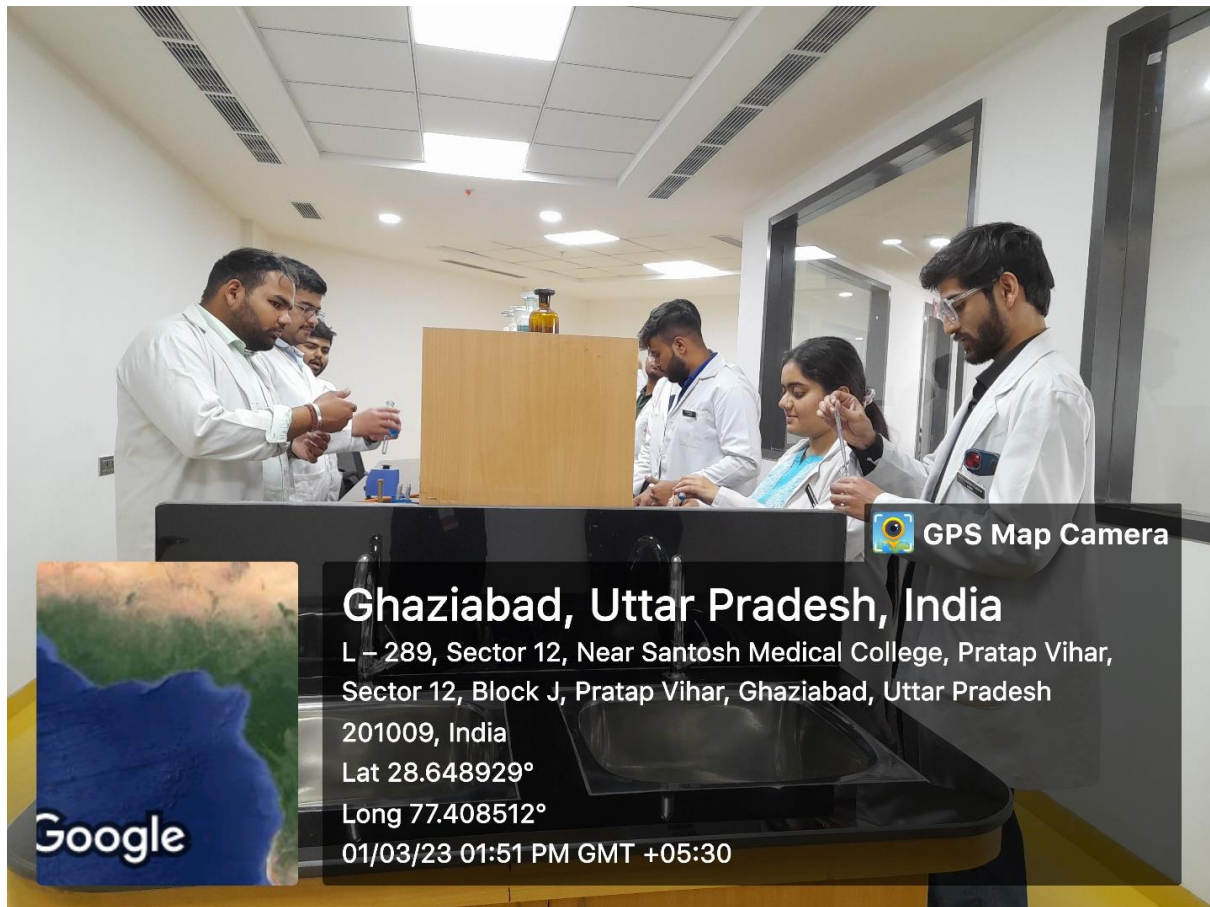


CENTRAL RESEARCH LABORATORY / FACILITY RESEARCH FACILITY

INSTITUTE OF APPLIED STATISTICS / JOINT TRAINING CENTER



WET LAB



BIO-INCUBATION FACILITY



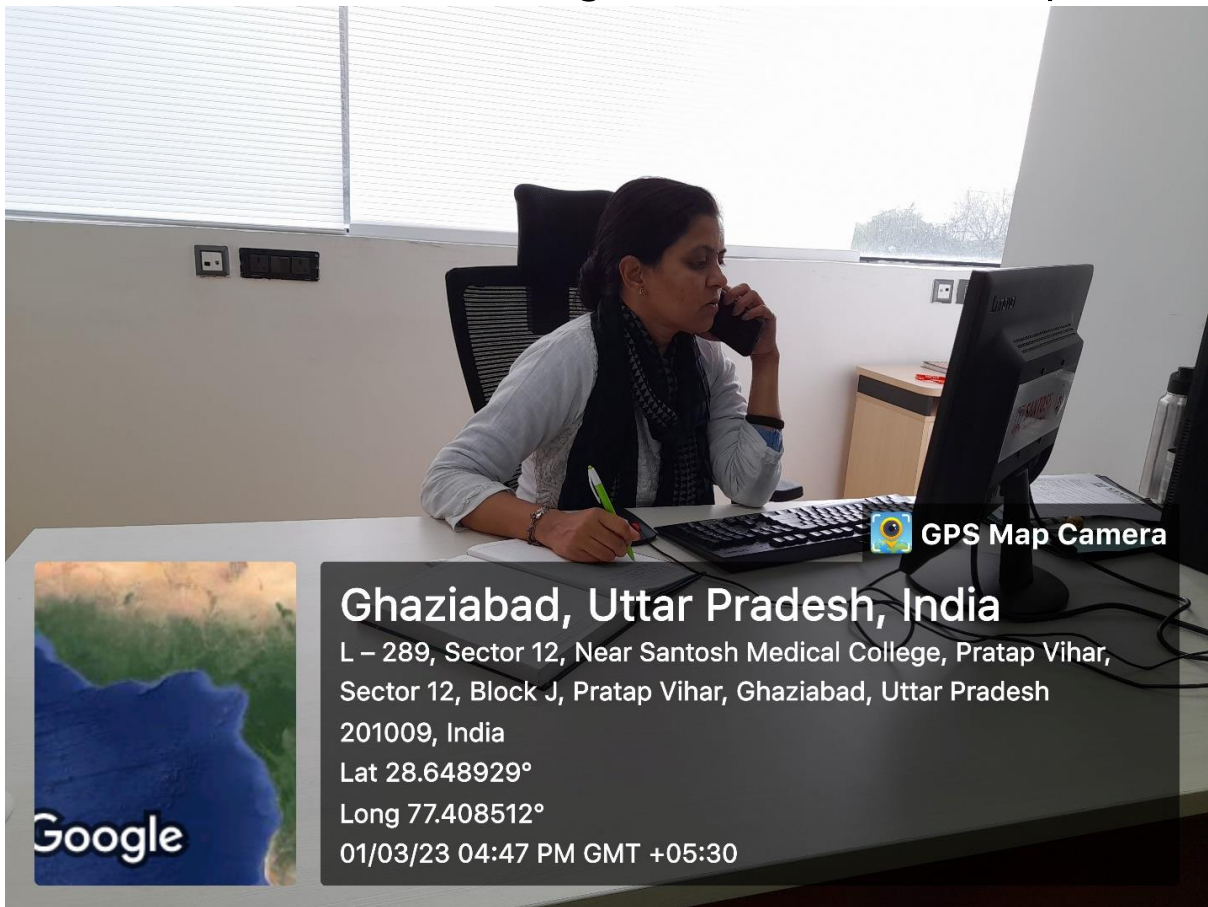
AUTO ANALYZER UNIT



Molecular and Biochemical lab



Office of Incubation Manager - Santosh Startups Forum



Conference room



FACULTY ROOM



MICROBIOLOGY LAB



Blood Gas Analyzer



Ghaziabad, Uttar Pradesh, India
Santosh Hospital, Ambedkar Road , opposite
old bus, Ghaziabad, Uttar Pradesh, Ghaziabad.
Lat 28.670818 N Long 77.432199 E
23/09/20 10:43 AM

Centrifuge



Spectrophotometer



TISSUE PROCESSOR UNIT



Ghaziabad, Uttar Pradesh, India
Santosh Hospital, Ambedkar Road , opposite
old bus, Ghaziabad, Uttar Pradesh, Ghaziabad.
Lat 28.670818 N Long 77.432199 E
23/09/20 10:46 AM

CHEMISTRY ANALYZER UNIT



Ghaziabad, Uttar Pradesh, India
Santosh Hospital, Ambedkar Road , opposite
old bus, Ghaziabad, Uttar Pradesh, Ghaziabad.
Lat 28.670818 N Long 77.432199 E
23/09/20 10:47 AM

ANATOMY

SPECIMEN MUSEUM



COMMUNITY MEDICINE

SPECIMEN AND DISPLAY MUSEUM



MICROBIOLOGY

CHART & MODEL DISPLAY MUSEUM



ORAL PATHOLOGY

TOOTH MUSEUM



GENERAL SURGERY



Ghaziabad, Uttar Pradesh, India

Santosh Hospital, Ambedkar Road , opposite
old bus, Ghaziabad, Uttar Pradesh, Ghaziabad.

Lat 28.670818 N Long 77.432199 E

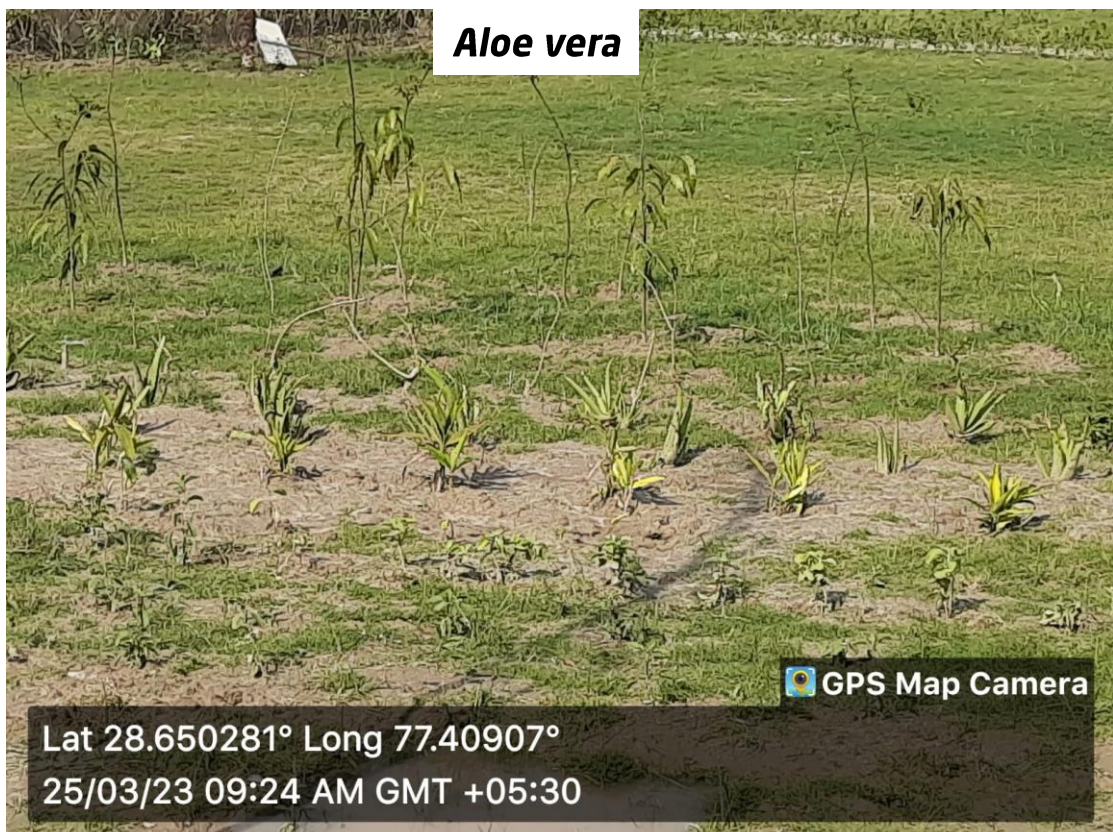
23/09/20 10:43 AM

PHARMACOLOGY

CHART & DISPLAY MUSEUM



MEDICINAL PLANT





PEPPERMINT

(Mentha Piperita L)

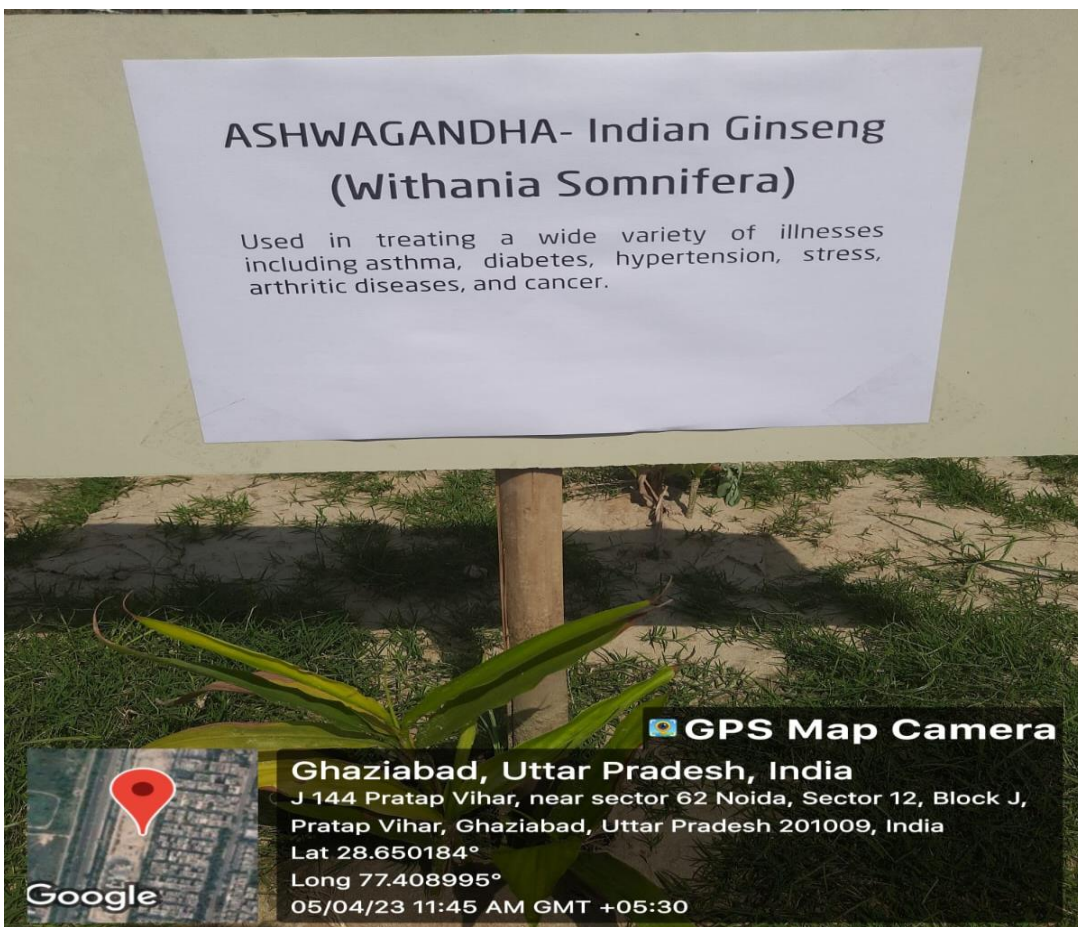
Used to calm pruritus and relieve irritation and inflammation also aromatherapy, bath preparations, mouthwashes, toothpastes, and topical preparations.



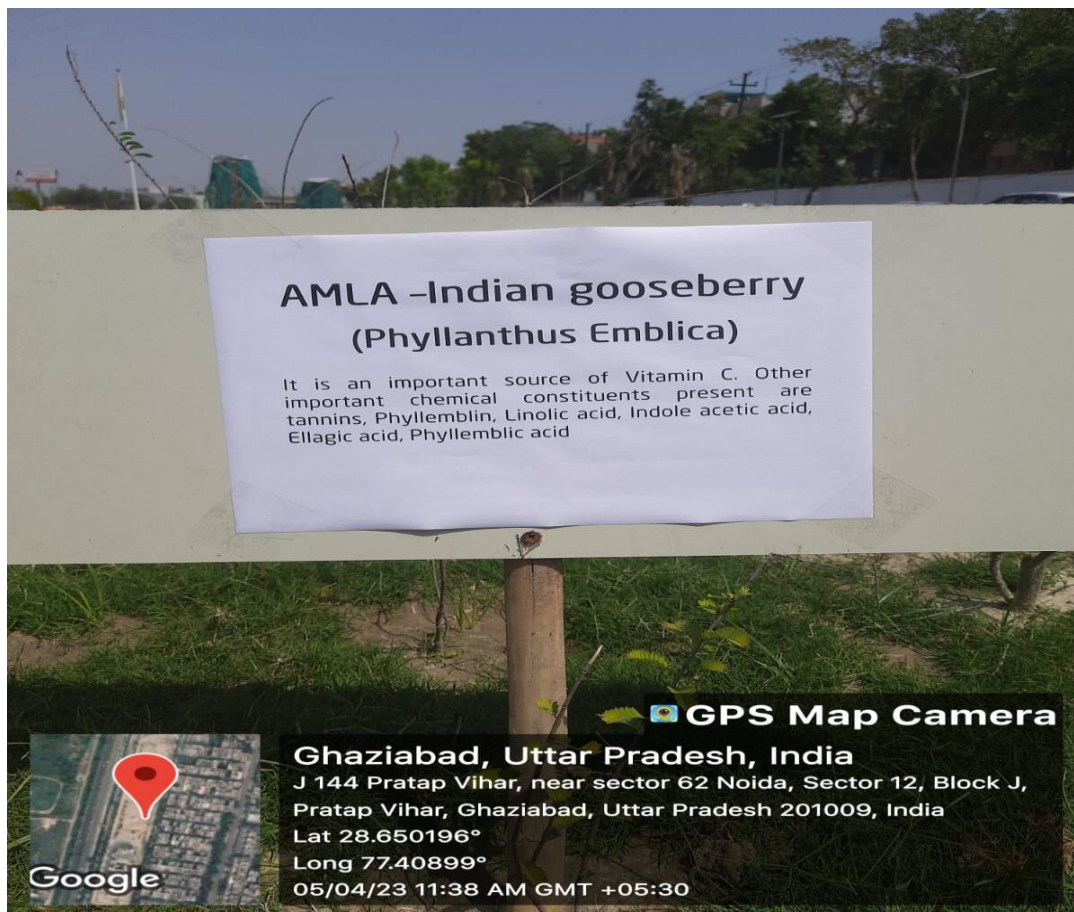
ASHWAGANDHA- Indian Ginseng

(Withania Somnifera)

Used in treating a wide variety of illnesses including asthma, diabetes, hypertension, stress, arthritic diseases, and cancer.







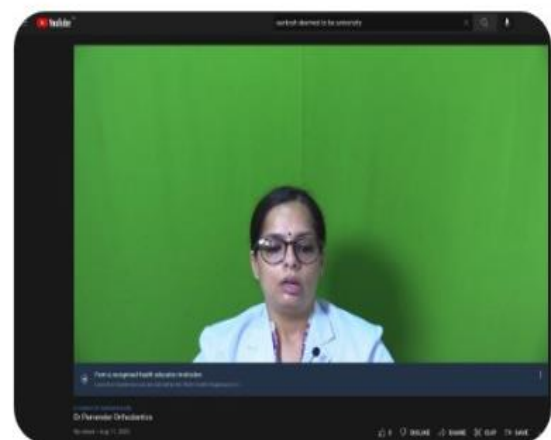


CLINICAL TRIAL CENTRE



MEDIA LABORATORY

MEDIA ROOM AND FACILITY



STATISTICAL DATABASE

STATISTICAL DATA SOFTWARE

The screenshot displays the Stata 17.0 NP-Parallel Edition software interface. At the top left, the Stata logo is visible. The main text area contains the following information:

17.0
NP-Parallel Edition

Statistics and Data Science
Copyright 1985-2021 StataCorp LLC
StataCorp
4905 Lakeway Drive
College Station, Texas 77845 USA
800-STATA-PC <https://www.stata.com>
979-696-4600 stata@stata.com

Stata license: Single-user 2-core perpetual
Serial number: 501706389923
Licensed to: Dean Research
Santosh Deedmed To Be University

Notes:

1. Unicode is supported; see `help unicode.advice`.
2. More than 2 billion observations are allowed; see `help obs.advice`.
3. Maximum number of variables is set to 5,000; see `help set_maxvar`.
4. New update available; type `-update all-`.

In the bottom right corner, there is a "GPS Map Camera" overlay. It features a small camera icon and the text "GPS Map Camera". Below this, a satellite map of Ghaziabad, Uttar Pradesh, India is shown. The map includes the Google logo in the bottom left corner. To the right of the map, the following location details are provided:

Ghaziabad, Uttar Pradesh, India
L - 289, Sector 12, Near Santosh Medical College, Pratap Vihar,
Sector 12, Block J, Pratap Vihar, Ghaziabad, Uttar Pradesh
201009, India
Lat 28.648929°
Long 77.408512°
06/03/23 04:24 PM GMT +05:30

7/28/22, 11:07 AM

Santosh deemed to be university Mail - Payment of ₹31,778.00 is Overdue for STSPL/084/22-23



Dean Research <dean.research@santosh.ac.in>

Payment of ₹31,778.00 is Overdue for STSPL/084/22-23

1 message

Anand Saluke <message-service@sender.zohobooks.com>

Thu, Jul 14, 2022 at 8:27 AM

Reply-To: anand@systech.co.in

To: dean.research@santosh.ac.in

Cc: admin@systech.co.in, accounts@systech.co.in

Dear Santosh Deemed to be University,

This is final reminder you about the payment details for the below invoice which is now **Overdue by 45 days**.

Invoice# : STSPL/084/22-23

Due Date : 29/06/2022

Overdue By : 15

Amount : ₹31,778.00

View your invoice and take the easy way out by making an online payment.

Kindly note our company is registered under MSME Act and our payment term is strictly 30 days from invoice date, we will charge interest of 21% per annum for late payment above due date and will be compelled to report the matter to MSME tribunal for recovery of dues.

If you have already paid, please accept our apologies and kindly ignore this payment reminder.

Regards,


Anand Salunke

Head-Accounts Receivable Team

SYSTECH Technocraft Services Pvt. Ltd

Tel No : +91-22-2812 113 / 2812 1139

Toll Free: 1800 266 6520

 STSPL08422-23.pdf
93K

SYSTECH Technocraft Services Pvt. Ltd
603-604, SPACES 912
THANE Maharashtra 401107
India
GSTIN 27AAMCS3235N1ZU

TAX INVOICE

Invoice No STSPL/084/22-23

Invoice Date : 14/06/2022
Terms : Net 15
Due Date : 29/06/2022
P.O No : Mail confirmation

Place Of Supply : Uttar Pradesh (09)

Bill To

Santosh Deemed to be University

Dean Research
Santosh Deemed to be University
1, Sector 12, Santosh Nagar, Pratap Vihar,
Ghaziabad
201009 Uttar Pradesh
India
GSTIN 09AAITS6921N1ZQ

#	Product & Description	Qty (UOM)	Rate	IGST		Amount
				%	Amt	
1	STATA Software Stata/MP 17 (2 core) Education single-user perpetual license with Maintenance – download link only SAC: 997331	1.00	1,96,422.00	18%	35,355.96	1,96,422.00

Total in Words
Rupees Two Lakh Thirty-One Thousand Seven Hundred Seventy-Eight Only

Sub Total 1,96,422.00
IGST18 (18%) 35,355.96
Adjustment 0.04
Total ₹2,31,778.00
Payment Made (-) 2,00,000.00
Balance Due ₹31,778.00

OUR BANK DETAILS

Bank Account Name: SYSTECH TECHNOCRAFT SERVICES PVT LTD
Bank name: ICICI BANK LTD
Account type: Current account
Branch name: Mira Road, Surya Shopping Thane
Account number: 001905004694
IFSC CODE: ICIC0000019
SWIFT /IBAN Code: ICICINBB
Mail ID: jitesh@systech.co.in / anand@systech.co.in

Terms & Conditions

TDS Declaration :

Notification No. 21/2012 [F.No.142/10/2012- SO(TPL)] S.O.323(e), DATED 13-6-2012] We hereby declare that we have not made any modification to the software and confirm deduction of tax from the payments made to the vendor with regard to this software purchase under section 195 of the Income Tax Act, 1961. Therefore not to deduct TDS on our this Software Invoice payment.

Terms & Conditions:

- # Declaration: We declare this Invoice shows actual price of the goods described and all particular are true and correct.
- # Payment needs to be issued in favor of 'SYSTECH TECHNOCRAFT SERVICES PVT LTD.
- # Systech Technocraft Services Pvt. Ltd is registered under MSME Act 2006 (Udyog Aadhar Number MH33E0017623). AN INTEREST OF 1.8% PER MONTH WILL BE CHARGED ON ALL INVOICES UNPAID BEYOND DUE DATE OF INVOICES.

E & O.E For, SYSTECH TECHNOCRAFT SERVICES PVT LTD

This is a computer generated and digitally signed invoice.



SANTOSH

Deemed to be University
(Established u/s 3 of the UGC Act, 1956)

Report

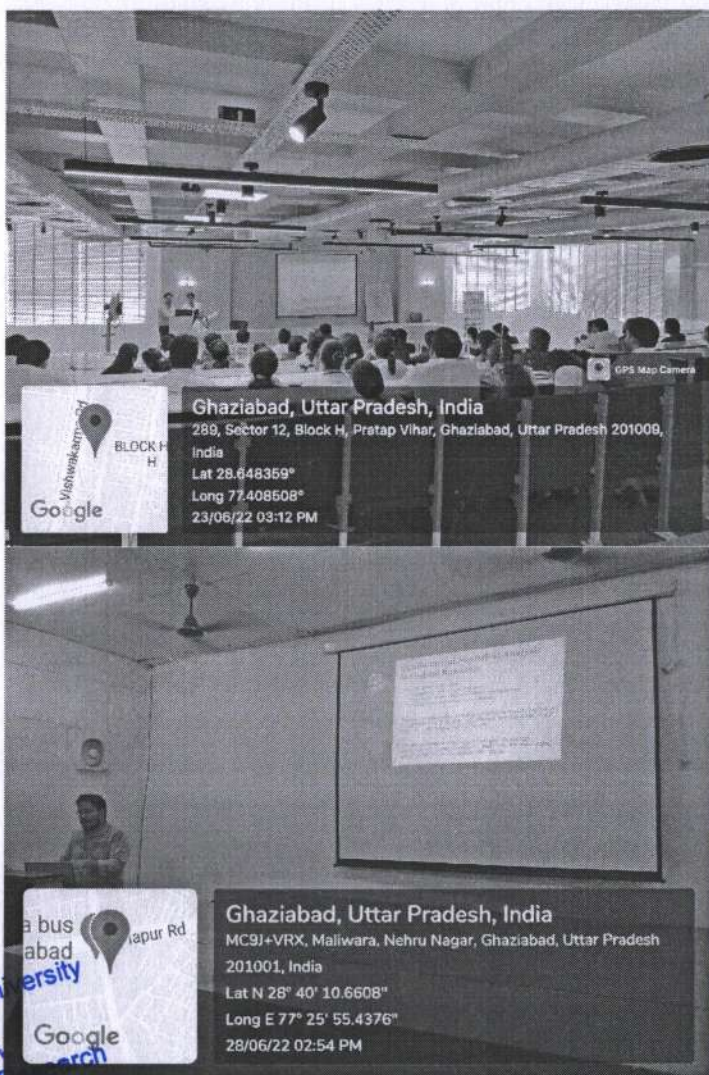
Date:03-09-2022

Regarding utilization of Newly Purchased Software- STATA MP 17

It is to inform you that the newly purchased software- STATA MP 17, was installed on 12/06/2022 in the central research facility.

After the installation of the software, an FDP and SDP also has been conducted on "Introduction to Stata Software".

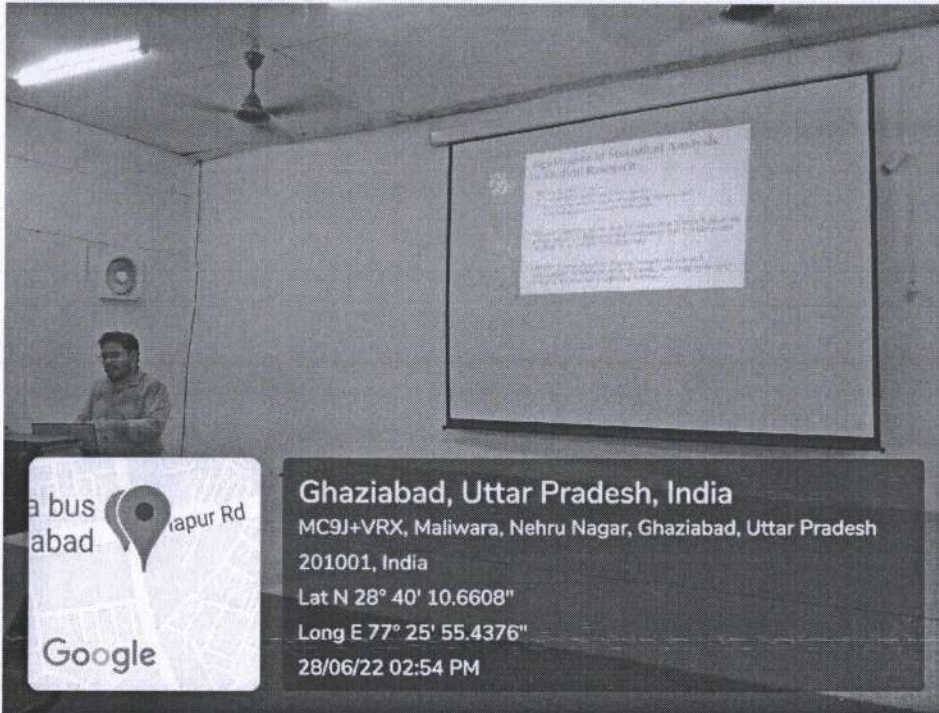
The central research facility recently received a request from the biochemistry department for Mata analysis.



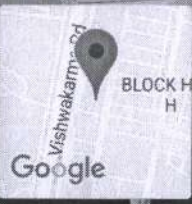
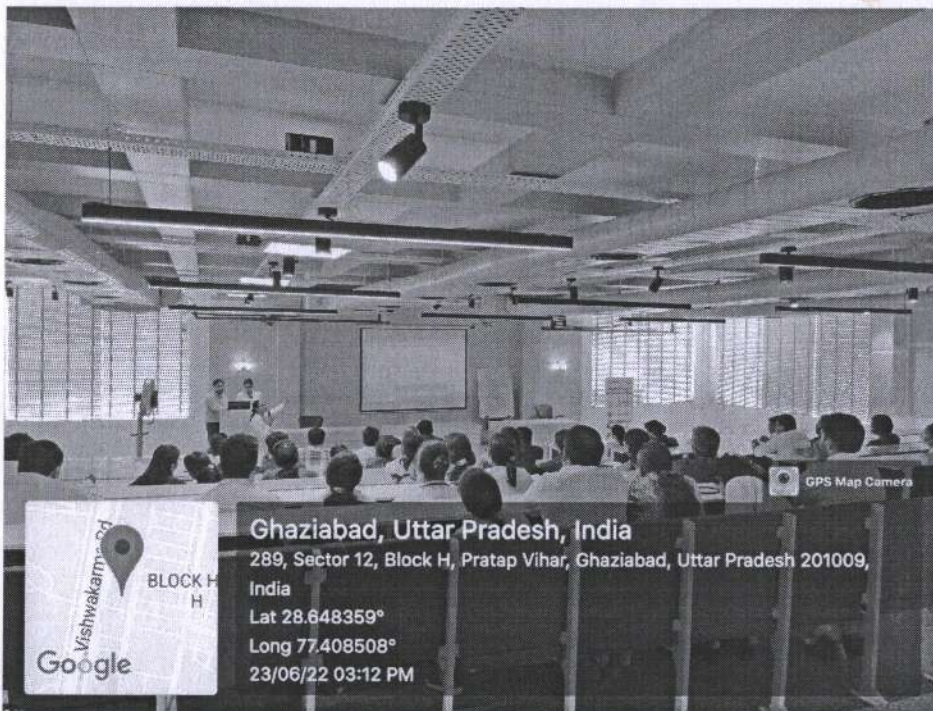
For Santosh Deemed to be University
Jyoti Batra
Dean Research

Dr Jyoti Batra
Dean Research

Santosh Deemed to be University



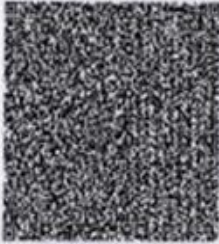
Ghaziabad, Uttar Pradesh, India
 MC9J+VRX, Maliwara, Nehru Nagar, Ghaziabad, Uttar Pradesh
 201001, India
 Lat N 28° 40' 10.6608"
 Long E 77° 25' 55.4376"
 28/06/22 02:54 PM



Ghaziabad, Uttar Pradesh, India
 289, Sector 12, Block H, Pratap Vihar, Ghaziabad, Uttar Pradesh 201009,
 India
 Lat 28.648359°
 Long 77.408508°
 23/06/22 03:12 PM

Santosh Deemed to be University
 For Santosh Deemed to be University
 Dr. Jyoti Batra
 Dean Research

Santosh Deemed to be University



IRN : 370c8ab7de3c4b2d0ba5de61899239f6e4f9cee3c211c7607484d74c7501d552
Ack No. : 122213419551709
Ack Date : 2022-06-14 11:01:00

e-Invoicing detail(s) generated from the Government's e-Invoicing system.

RESEARCH DATABASE

Santosh Affiliation details on Scopus

The screenshot displays the Scopus affiliation details for Santosh (Deemed to be) University. The page includes the following information:

- Organization Name:** Santosh (Deemed to be) University
- Address:** No.1, Santosh Nagar, Ghaziabad, UP, India
- Affiliation ID:** 60172682
- Other name formats:** Santosh Medical College, Santosh Medical College And Hospital, Santosh University, Santosh Deemed To Be University, Santosh Dental College, Santosh Dental College And Hospital, Santosh (deemed To Be)University, Santosh Medical College & Hospital
- Documents, affiliation only:** 481
- Authors:** 393
- Location:** Ghaziabad, Uttar Pradesh, India
- Address:** L – 289, Sector 12, Near Santosh Medical College, Pratap Vihar, Sector 12, Block J, Pratap Vihar, Ghaziabad, Uttar Pradesh, 201009, India
- Coordinates:** Lat 28.648929°, Long 77.408512°
- Date/Time:** 06/03/23 04:27 PM GMT +05:30

The page also features a map of the location and a pie chart showing the distribution of documents by source. The pie chart data is as follows:

Source	Count	Percentage
Neuroscience	2	1.0 %
Nursing	2	2.2 %
Chemical Engineering	1	8.1 %
Other	476	88.7 %

Regional Account Support Department
 3 Killiney Road #08-01
 Winsland House I
 Singapore 239519
 Telephone: +65 6349 0222
 E-mail: invoicing_APAC@elsevier.com



Invoice

Bill To	Santosh University Mr. Balaram Prasanna, Project Executive 1 Santosh Nagar Ghaziabad, Uttar Pradesh 201009 India	Invoice No	MP23501
		Invoice Date	08-Mar-22
		Due Date	31-Jan-23
		Terms	per the contract

GSTIN Number	09AAITS6921N1ZQ
Purchase Order No	

S.No	Description of Goods/Services	HSN / SAC	HSN/SAC Description	Supply Name	Qty	CUR	Taxable Value
1	Services	9984	Online Subscription	Scopus Fee for period from Feb 1, 2022 to Jan 31, 2023 Installment 4 of 4	1	USD	4,424.00

Ship To	Santosh University Mr. Balaram Prasanna, Project Executive 1 Santosh Nagar Ghaziabad, Uttar Pradesh 201009 India
----------------	--

Total	USD	4,424.00
Tax	USD	0.00
Amount Due	USD	4,424.00

SIS ID ECR-10086103

Account Number C000748195

Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands HR Amsterdam 33153992 GSTIN Number: 9917NLD29003OSV

PAYMENT OPTIONS

Important Please make sure that you reference invoice number MP23501 on your payment option to ensure timely turnaround.

1. Wire Transfers To ING Bank N.V.-Account# 20158181, , Bijlmerplein 888, 1102 MG Amsterdam, The Netherlands. Swift-Address (BIC): INGBNL2A, ABA#, IBAN: NL48INGB0020158181

2. Credit Card Make a secure credit card payment here <https://invoice-pay.elsevier.com/> using customer (SIS ID) number and invoice number, or contact customer support

GST Info

Amount of tax subject to reverse charge.

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 Winsland House I
 Singapore 239519
 Telephone: +65 6349 0222
 E-mail: invoicing_APAC@elsevier.com



Invoice

Bill To	Santosh University Mr. Balaram Prasanna, Project Executive 1 Santosh Nagar Ghaziabad, Uttar Pradesh 201009 India	Invoice No	MP23499
		Invoice Date	08-Mar-22
		Due Date	30-Apr-22
		Terms	per the contract

GSTIN Number	09AAITS6921N1ZQ
Purchase Order No	

S.No	Description of Goods/Services	HSN / SAC	HSN/SAC Description	Supply Name	Qty	CUR	Taxable Value
1	Services	9984	Online Subscription	Scopus Fee for period from Feb 1, 2022 to Jan 31, 2023 Installment 1 of 4	1	USD	4,424.00

Ship To	Santosh University Mr. Balaram Prasanna, Project Executive 1 Santosh Nagar Ghaziabad, Uttar Pradesh 201009 India
----------------	--

Total	USD	4,424.00
Tax	USD	0.00
Amount Due	USD	4,424.00

SIS ID ECR-10086103

Account Number C000748195

Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands HR Amsterdam 33158992 GSTIN Number: 9917NLD2900305V

PAYMENT OPTIONS

Important Please make sure that you reference invoice number MP23499 on your payment option to ensure timely turnaround.

1. Wire Transfers To ING Bank N.V.-Account# 20158181, , Bijlmerplein 888, 1102 MG Amsterdam, The Netherlands. Swift-Address (BIC): INGBNL2A , ABA# , IBAN: NL48INGB0020158181

2. Credit Card Make a secure credit card payment here <https://invoice-pay.elsevier.com/> using customer (SIS ID) number and invoice number, or contact customer support

GST Info

Amount of tax subject to reverse charge

Regional Account Support Department
 3 Killiney Road #08-01
 Winsland House I
 Singapore 239519
 Telephone: +65 6349 0222
 E-mail: invoicing_APAC@elsevier.com



Invoice

Bill To	Santosh University Mr. Baram Prasanna, Project Executive 1 Santosh Nagar Ghaziabad, Uttar Pradesh 201009 India	Invoice No	MP23498
		Invoice Date	08-Mar-22
		Due Date	31-Jul-22
		Terms	per the contract

GSTIN Number	09AAITS6921N1ZQ
Purchase Order No	

S.No	Description of Goods/Services	HSN / SAC	HSN/SAC Description	Supply Name	Qty	CUR	Taxable Value
1	Services	9984	Online Subscription	Scopus Fee for period from Feb 1, 2022 to Jan 31, 2023 Installment 2 of 4	1	USD	4,424.00

Ship To	Santosh University Mr. Baram Prasanna, Project Executive 1 Santosh Nagar Ghaziabad, Uttar Pradesh 201009 India
----------------	--

Total	USD	4,424.00
Tax	USD	0.00
Amount Due	USD	4,424.00

SIS ID ECR-10086103

Account Number C000748195

Elsevier B.V., Radeweg 29, 1043 NX Amsterdam, The Netherlands HR Amsterdam 33158992 GSTIN Number: 9917NLD29003OSV

PAYMENT OPTIONS

Important Please make sure that you reference invoice number MP23498 on your payment option to ensure timely turnaround.

1. Wire Transfers To ING Bank N.V.-Account# 20158181, , Bijlmerplein 888, 1102 MG Amsterdam, The Netherlands. Swift-Address (BIC): INGBNL2A , ABA# , IBAN: NL48INGB0020158181

2. Credit Card Make a secure credit card payment here <https://invoice-pay.elsevier.com/> using customer (SIS ID) number and invoice number, or contact customer support

GST Info

Amount of tax subject to reverse charge

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 Singapore 239519
 Telephone: +65 6349 0222
 E-mail: invoicing_APAC@elsevier.com



ELSEVIER

Page 1 of 1

Invoice

Bill To	Santosh University Mr. Balaram Prasanna, Project Executive 1 Santosh Nagar Ghaziabad, Uttar Pradesh 201009 India	Invoice No	MP23500
		Invoice Date	08-Mar-22
		Due Date	31-Oct-22
		Terms	per the contract

GSTIN Number	09AAITS6921N1ZQ
Purchase Order No	

S.No	Description of Goods/Services	HSN / SAC	HSN/SAC Description	Supply Name	Qty	CUR	Taxable Value
1	Services	9984	Online Subscription	Scopus Fee for period from Feb 1, 2022 to Jan 31, 2023 Installment 3 of 4	1	USD	4,424.00

Ship To	Santosh University Mr. Balaram Prasanna, Project Executive 1 Santosh Nagar Ghaziabad, Uttar Pradesh 201009 India
----------------	--

Total	USD	4,424.00
Tax	USD	0.00
Amount Due	USD	4,424.00

SIS ID	ECR-10086103
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Account Number	C000748195
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Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands HR Amsterdam 33158992 GSTIN Number: 9917NLD290030SV

PAYMENT OPTIONS

Important Please make sure that you reference invoice number MP23500 on your payment option to ensure timely turnaround.

1. Wire Transfers To ING Bank N.V.-Account# 20158181, , Bijlmerplein 888, 1102 MG Amsterdam, The Netherlands. Swift-Address (BIC): INGBNL2A , ABA# , IBAN: NL48INGB0020158181

2. Credit Card Make a secure credit card payment here <https://invoice-pay.elsevier.com/> using customer (SIS ID) number and invoice number, or contact customer support

GST Info

Amount of tax subject to reverse charge.

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The parties hereto agree as follows:

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- post individual items from the Subscribed Products on social networking sites.

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Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

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The Subscriber will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
 - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.
- without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;
- implement appropriate policies and procedures to seek to ensure that all use of the Subscribed Products is for its legitimate business purposes and in compliance with all terms and conditions herein;
- implement and maintain its own appropriate program for credentials management and will use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to the Subscriber by Elsevier from time to time in writing;
- on an appropriate basis, review access to the Subscribed Products by its passwords or credentials used to access the Subscribed Products to ensure that such access was in compliance with all terms and conditions herein; and

- * promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Subscriber engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which may be reviewed, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a breach of such safeguards if such breach results in a compromise of any information provided hereunder and cooperate with Elsevier's reasonable requests surrounding such breach including taking appropriate steps to end such activity and to prevent any recurrence.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice. Late payments will be subject to interest charges of 1% per month on the unpaid balance. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days' prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or 2) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of the Subscriber's access for non-payment or on any other grounds provided herein is without prejudice to the Subscriber's obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Subscriber acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding, tax deducted at source (TDS) and similar taxes and the Subscriber will be liable for any such taxes in addition to the Fees.

SECTION 5. TERM.

5.1 *Term.*

The term of this Agreement will commence on 01 January 2020 and continue through and including 31 December 2020 ("Initial Term").

5.2 *Renewal.*

After the Initial Term, this Agreement will be automatically renewed for successive one-year terms (each a "Renewal Term"), and the Fees will be increased by the then current standard Elsevier price increase, unless either party gives notice to the other no later than ninety (90) days prior to the end of the then current term that it does not intend to renew. The Initial Term and each Renewal Term are collectively the "Term".

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

7.5 *Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 *Privacy.*

To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Subscriber acknowledges that such information will be collected, used and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Subscribed Products.

7.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, Elsevier (Singapore) Pte Ltd., 3 Killiney Road, #08-01, Winsland House I, 239519, Singapore.

If to the Subscriber: Santosh University, 1 Santosh Nagar, Ghaziabad, UP, 201009, India.

7.8 *Confidentiality.*

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

7.9 *Compliance with Laws.*

Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

7.10 Execution.

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

SANTOSH UNIVERSITY
(Subscriber)

Name:
Title:

30/12/19
Dr. V.P. GUPTA
REGISTRAR
SANTOSH "DEEMED TO BE UNIVERSITY"
GHAZIABAD, NCR DELHI

ELSEVIER B.V.
(Elsevier)

Name: Gino Ussi
Title: Executive Vice President Research Solution Sales

No. I-18367543731

HEALTH INFORMATICS



Fwd: Regarding Dental OPD ERP Software ONLINE Version

1 message

SARAL SOFTECH <rm@saral.in>

Fri, Feb 24, 2023 at 2:20 PM

To: Dr Akshay Bhargava (Professor and Dean Dental) <akshay.bhargava@santosh.ac.in>, satrughan.sharma@santosh.ac.in

----- Forwarded message -----

From: SARAL SOFTECH <rm@saral.in>

Date: Tue, Dec 7, 2021 at 11:07 AM

Subject: Regarding Dental OPD ERP Software ONLINE Version

To: Krishna Mohan Singh (IT Head) <KRISHNA.MOHAN@santosh.ac.in>

Dear Mr. Krishna Mohan Ji

This is further in ref. to our meeting held with your good self and HOD sir, regarding Dental OPD Management ERP for your esteemed organization.

First of all I would like to thank you for the confirmation of your order for the same.

As discussed and agreed:

1. The Software usage rights, training and support fee for the first year will be Rs.2,60,000/-
2. 15% of Rs.2,60,000/- will be charged every year towards software support and training fee.
3. Second year onwards Rs.60,000/- per annum will be charged towards Cloud Server Charges.
4. GST will be charged extra as applicable at the time of billing. as on date it's 18%.

All payments to be made in advance as defined in the terms of quotation.

Request to kindly confirm and let us know when to start the training of your staff and to your assigned software administrator.

-

Thanks & Regards

Raajesh Malhotra

SARAL Computers Pvt. Ltd.

Phone:, +91 9810364941, +91 9990904941

email: rm@saral.in, saralindia@gmail.com [web-site: www.saralindia.com](http://www.saralindia.com)

[skype-id: saral.raajesh](https://www.skype.com/redirect?icid=skypeid&id=saral.raajesh)

[Facebook](#) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [IndiaMart](#)

****Application Development (Mobile, Web & Desktop), Web Design & Development | CRM & ERP for Schools, Colleges, Institutes, Industries| Practice Management Software for Doctors | eCommerce | Digital & Social Media Marketing | Cloud Server Management | Domain Registrations SINCE 1990.....

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copies or showing it to anyone. Unauthorized use of this e-mail is prohibited. We take no responsibility for misdirection, corruption or unauthorized use of e-mail communications, or for any damage that may be caused as a result of transmitting or receiving an e-mail communication.

-

Thanks & Regards

Raajesh Malhotra

SARAL Computers Pvt. Ltd.

Phone: +91 9810364941, +91 9990904941

email: rm@saral.in, saralindia@gmail.com *web-site:* www.saralindia.com

skype-id: saral.raajesh

[Facebook](#) | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [IndiaMart](#)

****Application Development (Mobile, Web & Desktop), Web Design & Development | CRM & ERP for Schools, Colleges, Institutes, Industries| Practice Management Software for Doctors | eCommerce | Digital & Social Media Marketing | Cloud Server Management | Domain Registrations SINCE 1990.....

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SARAL Computers Pvt.Ltd.

138, First Floor, Sher Singh Place

G.T.Road, GHAZIABAD-201001

Phone : 9810364941,9990904941

E MAIL: rm@saral.in, saralindia@gmail.com, web-site: www.saralindia.com

PAN No: AACCS6109F, CIN No: U72300DL1996PTC084017, GSTIN No: 09AACCS6109F1ZG

PERFORMA INVOICE

SANTOSH DENTAL COLLEGE GHAZIABAD		Invoice No: 0037 Date: 15/03/2022
SNo	PARTICULARS (SAC CODE : 998313)	Amount
1	DENTAL OPD MANAGEMENT SOFTWARE	260000.00
Total Value in Rupees		260000.00
CGST @ 9 %		23400.00
SGST @ 9 %		23400.00
Net Payable		306800.00
Amount in Words - Rupees Three Lakh Six Thousand Eight Hundred only.		
Bank A/c Details: Bankers: BANK OF BARODA Branch: Raj Nagar, Ghaziabad. A/c Name: SARAL COMPUTERS PVT. LTD. A/c No: 21860400000010, IFSC Code: BARB0RAJNAG All Disputes are Subject to Ghaziabad Jurisdiction only. E & OE		For SARAL Computers Pvt.Ltd. <i>Rajesh</i> Authorised Signatory
Regd.Office: A-703, Mayur Dhvaj Apartment, Plot No-60, I.P.Extension, Patparganj, Delhi-92		

*Office of the Medical Superintendent
Santosh Hospital*

(Associate Teaching Hospital, Santosh Medical College, Gzb.)

Ref. No. : SMCH / MS / 2018 /

Date : 12.07.2018

To,

Mr. Rajeev Sharma,
Sr. Sales Executive
Trio Tree Technologies Pvt. Ltd.
C-110 on 2nd Floor, Sector,-63,
Noida, District Gautam Budh Nagar (U.P.)

(M) 09643487293

Email rajeev.sharma@triotree.com / www.triotree.com

Sub. Purchase Order for Hospital Information System (HISTree), as detailed below:

With reference to your Estimate No. -Nil- dated 11.07.2018, we are hereby pleased to place the Purchase order for the same with the terms & conditions, as mentioned below:

Sl. No.	Model with Specification	Rate	Amount
1	HISTree License for single site of Santosh Hospital,	35,00,000.00	35,00,000.00
	Teaching Hospital Discount		20,00,000.00
			15,00,000.00
		GST 18%	2,70,000.00
	Grand Total including all type of taxes		17,70,000.00

Terms & Conditions:

1. The above said Hospital Information System should be install in our Hospital IT Cell premises on or before _____.

2. Payment Schedule:

- i. 50% of the project cost is payable on signing the agreement
- ii. 30% on completion of Functional workshop and Training commencement (Complete software installed in a training environment)
- iii. 10% on 1st GOLIVE
- iv. 10% on 3 months from 1st GOLIVE
- v. Bank Details for Payment:

Bank - Kotak Mahindra Bank
Branch Add. - H-1/A-16 on Ground Floor, Sector-63, Noida-201307
Company Name - Triotree Technologies Private Limited
Account No. - 8711244683
IFSC Code - KKBK0000180

Contd.....Page 2

3. TDS deducted as per rules.
4. The supplier will arrange for the training of Staff at Santosh Hospital regarding the use & maintenance of this software.
5. Warranty supports for the product will be applicable for 12 months from Project Kickoff.
6. AMC applicable would be charged at 20% of the license fees and is paid quarterly in advance. *(negotiable)*
7. Any enhancement/integration requested would be taken up as change request which might have cost implications at a blended rate of 6500INR/PD.
8. PACS Integration is included.
9. Lab Equipment Integration cost shall be 35000 INR/45000 per equipment interface (Unidirectional/Bi-directional respectively).

18/07/18
12.7.18
Medical Superintendent
Santosh Hospital

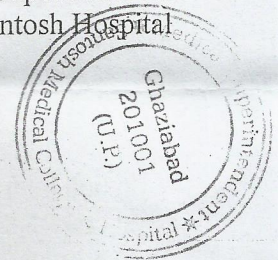
Copy to:

1. Secretariate, for information
2. Accounts Departments – Hospital
3. Store I/C.

Undertake by the Supplier:

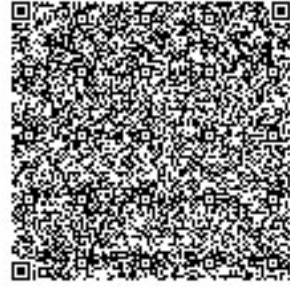
I hereby undertake to full fill all the conditions listed above.

Name _____ /
Mobile No. _____ /
Trio Tree Technologies Pvt. Ltd.



Tax Invoice

e-Invoice



IRN : 5dbf651f3db7f8bbe0e3605ddae0d2bc14b6d10f0f29a-
e780931959c1ad76c35
Ack No. : 142312253781104
Ack Date : 3-Feb-23

TrioTree Technologies Private Limited H86 Ground & First Floor Sector 63 Noida GSTIN/UIN: 09AAECT2706R1ZT State Name : Uttar Pradesh, Code : 09 CIN: U72300UP2012PTC05082 Contact : 0120-4165164 ,9990991666 E-Mail : chandan.mishra@triotree.in www.triotree.com	Invoice No.	Dated
	T3-GST-23-0184	31-Jan-23
Consignee (Ship to) GIANTCELL TECHNOLOGIES PRIVATE LIMITED Santosh Super Speciality Hospital 626 A, G T RAOD, GHAZIABAD, Ghaziabad, GSTIN/UIN : 09AAHCG9120B1ZU State Name : Uttar Pradesh, Code : 09	Delivery Note	Mode/Terms of Payment
	Reference No. & Date.	Other References
Buyer (Bill to) GIANTCELL TECHNOLOGIES PRIVATE LIMITED Santosh Super Speciality Hospital 626 A, G T RAOD, GHAZIABAD, Ghaziabad, GSTIN/UIN : 09AAHCG9120B1ZU State Name : Uttar Pradesh, Code : 09	Buyer's Order No.	Dated
	Dispatch Doc No.	Delivery Note Date
Terms of Delivery		Dispatched through
		Destination

SI No.	Particulars	HSN/SAC	Quantity	Amount
1	HISTree Software AMC	998313		35,500.00

continued ...

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Tax Invoice(Page 2)

TrioTree Technologies Private Limited H86 Ground & First Floor Sector 63 Noida GSTIN/UIN: 09AAECT2706R1ZT State Name : Uttar Pradesh, Code : 09 CIN: U72300UP2012PTC05082 Contact : 0120-4165164 ,9990991666 E-Mail : chandan.mishra@triotree.in www.triotree.com	Invoice No. T3-GST-23-0184	Dated 31-Jan-23
	Delivery Note	Mode/Terms of Payment
	Reference No. & Date.	Other References
Consignee (Ship to) GIANTCELL TECHNOLOGIES PRIVATE LIMITED Santosh Super Speciality Hospital 626 A, G T RAOD, GHAZIABAD, Ghaziabad, GSTIN/UIN : 09AAHCG9120B1ZU State Name : Uttar Pradesh, Code : 09	Buyer's Order No.	Dated
	Dispatch Doc No.	Delivery Note Date
	Dispatched through	Destination
	Terms of Delivery	
Buyer (Bill to) GIANTCELL TECHNOLOGIES PRIVATE LIMITED Santosh Super Speciality Hospital 626 A, G T RAOD, GHAZIABAD, Ghaziabad, GSTIN/UIN : 09AAHCG9120B1ZU State Name : Uttar Pradesh, Code : 09		

SI No.	Particulars	HSN/SAC	Quantity	Amount
	<i>Santosh Super Speciality Hospital- Meerut-AMC for the Period of 05-June-2022 to 05-Jan-2023</i>			
	CGST			3,195.00
	SGST			3,195.00
	Total			₹ 41,890.00

Amount Chargeable (in words)

E. & O.E

INR Forty One Thousand Eight Hundred Ninety Only

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	35,500.00	9%	3,195.00	9%	3,195.00	6,390.00
Total	35,500.00		3,195.00		3,195.00	6,390.00

Tax Amount (in words) : **INR Six Thousand Three Hundred Ninety Only**

Company's VAT TIN : **09888823310C**
 Company's Service Tax No. : **AAECT2706RSD001**
 Company's PAN : **AAECT2706R**

Company's Bank Details

Bank Name : **Canara Bank**
 A/c No. : **8885140000347**
 Branch & IFS Code : **Noida Morna Branch Gautam Buddha Nagar 201 301 & CNRB0018778**

Declaration

Payment may kindly be made through a suitable banking instrument Cheque/NEFT as per vendor code: A/C Holder Name:-TrioTree Technologies Pvt. Ltd Account No: 8885140000347 Bank Name : Canara Bank IFSC Code : CNRB0018778

for TrioTree Technologies Private Limited

Akanksha Rajeev

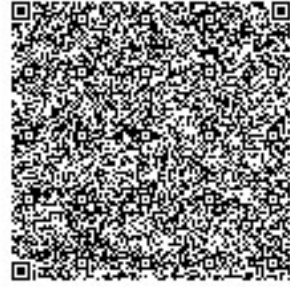
Digitally signed on 03-02-2023 15:09:20

Authorized Signatory

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Tax Invoice

e-Invoice



IRN : f7cd6527b14292874eb4349b163602be7736719b14b6-4b992c3668f1df0b0001
 Ack No. : 142312253780187
 Ack Date : 3-Feb-23

TrioTree Technologies Private Limited H86 Ground & First Floor Sector 63 Noida GSTIN/UIN: 09AAECT2706R1ZT State Name : Uttar Pradesh, Code : 09 CIN: U72300UP2012PTC05082 Contact : 0120-4165164 ,9990991666 E-Mail : chandan.mishra@triotree.in www.triotree.com	Invoice No.	Dated
	T3-GST-23-0183	31-Jan-23
Consignee (Ship to) GIANTCELL TECHNOLOGIES PRIVATE LIMITED Santosh Super Speciality Hospital 626 A, G T RAOD, GHAZIABAD, Ghaziabad, GSTIN/UIN : 09AAHCG9120B1ZU State Name : Uttar Pradesh, Code : 09	Delivery Note	Mode/Terms of Payment
	Reference No. & Date.	Other References
Buyer (Bill to) GIANTCELL TECHNOLOGIES PRIVATE LIMITED Santosh Super Speciality Hospital 626 A, G T RAOD, GHAZIABAD, Ghaziabad, GSTIN/UIN : 09AAHCG9120B1ZU State Name : Uttar Pradesh, Code : 09	Buyer's Order No.	Dated
	Dispatch Doc No.	Delivery Note Date
Terms of Delivery		Dispatched through
		Destination

SI No.	Particulars	HSN/SAC	Quantity	Amount
1	HISTree Software AMC	998313		33,000.00

continued ...

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Tax Invoice(Page 2)

TrioTree Technologies Private Limited H86 Ground & First Floor Sector 63 Noida GSTIN/UIN: 09AAECT2706R1ZT State Name : Uttar Pradesh, Code : 09 CIN: U72300UP2012PTC05082 Contact : 0120-4165164 ,9990991666 E-Mail : chandan.mishra@triotree.in www.triotree.com	Invoice No. T3-GST-23-0183	Dated 31-Jan-23
	Delivery Note	Mode/Terms of Payment
	Reference No. & Date.	Other References
Consignee (Ship to) GIANTCELL TECHNOLOGIES PRIVATE LIMITED Santosh Super Speciality Hospital 626 A, G T RAOD, GHAZIABAD, Ghaziabad, GSTIN/UIN : 09AAHCG9120B1ZU State Name : Uttar Pradesh, Code : 09	Buyer's Order No.	Dated
	Dispatch Doc No.	Delivery Note Date
	Dispatched through	Destination
	Terms of Delivery	
Buyer (Bill to) GIANTCELL TECHNOLOGIES PRIVATE LIMITED Santosh Super Speciality Hospital 626 A, G T RAOD, GHAZIABAD, Ghaziabad, GSTIN/UIN : 09AAHCG9120B1ZU State Name : Uttar Pradesh, Code : 09		

SI No.	Particulars	HSN/SAC	Quantity	Amount
	<i>Santosh Sudarshan-Ghaziabad-AMC for the Period of 14-July-2022 to 13-Jan-2023</i>			
	CGST			2,970.00
	SGST			2,970.00
	Total			₹ 38,940.00

Amount Chargeable (in words)

E. & O.E

INR Thirty Eight Thousand Nine Hundred Forty Only

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	33,000.00	9%	2,970.00	9%	2,970.00	5,940.00
Total	33,000.00		2,970.00		2,970.00	5,940.00

Tax Amount (in words) : **INR Five Thousand Nine Hundred Forty Only**

Company's VAT TIN : **09888823310C**
 Company's Service Tax No. : **AAECT2706RSD001**
 Company's PAN : **AAECT2706R**

Company's Bank Details

Bank Name : **Canara Bank**
 A/c No. : **8885140000347**
 Branch & IFS Code : **Noida Morna Branch Gautam Buddha Nagar 201 301 & CNRB0018778**

Declaration

Payment may kindly be made through a suitable banking instrument Cheque/NEFT as per vendor code: A/C Holder Name:-TrioTree Technologies Pvt. Ltd Account No: 8885140000347 Bank Name : Canara Bank IFSC Code : CNRB0018778

for TrioTree Technologies Private Limited

Akanksha Rajeev

Digitally signed on 03-02-2023 15:08:56

Authorised Signatory

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Tax Invoice

TrioTree Technologies Private Limited H86 Ground & First Floor Sector 63 Noida GSTIN/UIN: 09AAECT2706R1ZT State Name : Uttar Pradesh, Code : 09 CIN: U72300UP2012PTC05082 Contact : 0120-4165164 ,9990991666 E-Mail : chandan.mishra@triotree.in www.triotree.com	Invoice No. T3-GST-23-0182	Dated 31-Jan-23	Delivery Note	Mode/Terms of Payment Advance
Consignee (Ship to) Santosh Hospital Santosh Hospital, Maliwara, Nehru Nagar, Ghaziabad, Uttar Pradesh State Name : Uttar Pradesh, Code : 09	Reference No. & Date.	Other References		
	Buyer's Order No. SMCH/MS/2018	Dated 12-Jul-18		
	Dispatch Doc No.	Delivery Note Date		
	Dispatched through	Destination		
Buyer (Bill to) Santosh Hospital Santosh Hospital, Maliwara, Nehru Nagar, Ghaziabad, Uttar Pradesh State Name : Uttar Pradesh, Code : 09	Terms of Delivery			

SI No.	Particulars	HSN/SAC	Quantity	Amount
1	HISTree Software AMC Santosh Hospital AMC for the Period of 10-Oct-2022 to 09-Jan-2023 Less : Rounded Off	998313		77,137.50 6,942.38 6,942.38 (-).026
Total				₹ 91,022.00

Amount Chargeable (in words) E. & O.E

INR Ninety One Thousand Twenty Two Only

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
998313	77,137.50	9%	6,942.38	9%	6,942.38	13,884.76
Total	77,137.50		6,942.38		6,942.38	13,884.76

Tax Amount (in words) : **INR Thirteen Thousand Eight Hundred Eighty Four and Seventy Six paise Only**

Company's VAT TIN : **09888823310C**
 Company's Service Tax No. : **AAECT2706RSD001**
 Company's PAN : **AAECT2706R**

Company's Bank Details
 Bank Name : **Canara Bank**
 A/c No. : **88851400000347**
 Branch & IFS Code : **Noida Morna Branch Gautam Buddha Nagar 201 301 & CNRB0018778**

Declaration
 Payment may kindly be made through a suitable banking instrument Cheque/NEFT as per vendor code: A/C
 Holder Name:-TrioTree Technologies Pvt. Ltd Account No: 88851400000347 Bank Name : Canara Bank IFSC Code : CNRB0018778

for TrioTree Technologies Private Limited
 Akanksha Rajeev
Digitally signed on 03-02-2023 15:09:40
 Authorised Signatory

This is a Computer Generated Invoice

Office of the Medical Superintendent
Santosh Hospital
(Associate Teaching Hospital, Santosh Medical College,
Ghaziabad)

Ref. No: SMCH/MS/2022

Date: 20.12.2022

To,
Mr. Subhash Katangoori
One Soft Systems Private Limited,
Warangal, Telangana

Mr. Subhash Katangoori,

Sub: Work Order for MCI Module Computerization – SMCH

With reference to the discussion done on Dec 15th 2021, we are hereby pleased to place the work order for the same with terms & conditions, as mentioned below:

S. No	Description	Amount (Rs.)
1	Product Upgradation Cost For Hospital & Attached Clinic	INR 6,00,000
2	Set up / Training	Free
3	AMC	12% of Project
4	Bug Resolving (If – Any)	Free
5	Mobile Application Android OS	Free
6	SMS Alert Integration	Free
7	PACS Integration	Free
8	Lab Equipment Interfacing	Free

Terms and Conditions:-

1. The above said computerization shall be started on or before 10th Feb 2023 and will be completed on or before 20th Feb 2023.
2. Payment will be made at the time of computerization.
3. GST @ 18% will be charged
4. The Company shall issue a Guarantee / Warranty for an year.
5. After the Expiry of Warranty / Guarantee, a Comprehensive Maintenance Contract (C.M.C.) shall be provided by the company as an amount of Rs. 70,000 per year.



*Office of the Medical Superintendent
Santosh Hospital
(Associate Teaching Hospital, Santosh Medical College, Ghaziabad)*

HMS SERVICES AGREEMENT

This HMS Services Agreement is entered into on this 20th day of December 2022, by and between:

SANTOSH MEDICAL COLLEGE HOSPITAL having its Office at No.1, Ambedkar Road, Opposite to Old Bus Stand, Ghaziabad – 201 001 NCR Delhi (hereinafter referred to as the “**SMCH**”) established and managed by **SANTOSH TRUST**, a public trust registered as a charitable institution under Section 12AA of the Income-tax Act 1961, having its office at No.1, Santosh Nagar, Pratap Vihar, Ghaziabad – 201 009 NCR Delhi (hereinafter referred to as the “**Trust**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the **PARTY OF THE FIRST PART**;

AND

SANTOSH SUDARSHAN HOSPITAL having its Office at Mohalla Kamala Quarters, G.T. Road, Ghaziabad – 201 001 NCR Delhi (hereinafter referred to as the “**SSH**”) established and managed by **GIANTCELL TECHNOLOGIES PRIVATE LIMITED**, a Private Limited Company incorporated under Companies Act 2013 (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) of the **PARTY OF THE SECOND PART**;

AND

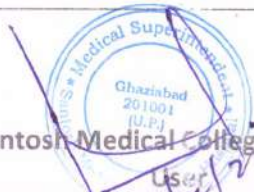
ONE SOFT SYSTEMS PRIVATE LIMITED, a private limited company, having its registered office at No. 1-7-894, Balaji Nagar, Hunter Road, Warangal – 506 001 Telangana, (hereinafter referred to as the “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and assigns) of the **PARTY OF THE THIRD PART**.

The SMCH and SSH are hereinafter referred to collectively as “**Hospitals**”.

The Trust and the Service Provider are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:


- A. The Hospitals are established by the Trust and Company with the objective of providing medical education and medical services for the public at large.

 Santosh Medical College Hospital User	Santosh Sudarshan Hospital User	One Soft Systems Pvt Ltd Service Provider
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- B. The Service Provider is a private limited company which is a leading global IT solution provider in business applications, web designing, custom internet solutions \ e-commerce web development and support, product development and support, consulting and support services, Legacy application re-engineering, mobile application development, data ware housing, business intelligence and BPO services. Service Provider also provide hardware networking and system integration services in India. Through its scalable offshore software design will not only automate the current business process but also keep room for the once that might get Incorporated in the future. Service Provider's seven years of experience in various domains such as healthcare, HR information systems, and College Management, Accounting and mobile technologies enables Service Provider deliverance of more advantages software outsourcing solutions at best affordable rate. Service Provider is constantly in the process of improving its software skills and adapting new technologies that can perform better functions. Service Provider believe in integrating its skills with their client's inputs to achieve desirable results. Service Provider developed its own performance measurement system that virtually involves their client into the routine of software development and over-viewing the performance of its skilled manpower.
- C. The Hospitals have witnessed growth in its operation over the past few years and expects further growth in the scale of its operations in the future and in order to protect, preserve and improve the core health care standards in the Hospitals, the Trust and Company has decided to review the manner in which it provides Health Care Services for patients and intends to introduce a premier and market leading system for managing the Health Care Services provided by them.
- D. Accordingly, the Hospitals have decided to engage the Service Provider, which specialises in management of H/MS as described in more detail in this Agreement. In furtherance to this, the Hospitals are desirous of availing the Services (as defined hereinafter) from the Service Provider, and the Service Provider has agreed to provide the Services to the Hospitals on the terms set out in this Agreement.
- E. The Parties are desirous of entering into this Agreement to record the terms and conditions on which the Service Provider shall provide the Services to the Trust and other related understandings.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROMISES AND REPRESENTATIONS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, MUTUALLY AGREE AS FOLLOWS:

1. SERVICES

 <p>Santosh Medical College Hospital</p>	<p>Santosh Sudarshan Hospital User</p>	<p>One Soft Systems Pvt Ltd Service Provider</p>
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1.1 **Appointment of the Service Provider**

The Hospitals have appointed and engaged the Service Provider and the Service Provider has accepted the appointment as services provider for providing the Services to the Hospitals in relation to the HMS with effect from the Effective Date.

1.2 **Provision of Services**

Subject to the terms and conditions of this Agreement and in reliance upon the Warranties, the Service Provider hereby agrees to provide to the Hospitals, and the Hospitals hereby agrees to avail from the Service Provider, the services identified and described hereto, in relation to the Health Care Services ("Services"), on and from the Effective Date.

1.3 **Change in scope of Services**

The Parties shall mutually agree, in writing, any change in the scope of Services provided under this Agreement from time to time, including in relation to the following:


- (i) any additional services ("New Services") proposed to be provided by the Service Provider to the Hospitals; and
- (ii) any amendment in the nature, scope or extent of Services provided under this Agreement.

Any such additions or amendments shall be deemed to form part of this Agreement on and from the date on which such addition or amendment is agreed in writing between the Parties. The Parties shall also mutually agree in writing on the terms and conditions for providing such New Services and / or amended Services including the consideration for the same.

2. **MODULES:**

2.1 & 2.2 **Male/ Female Registration Modules :**

The registration module is for patient registration and awarding him a unique-ID. This module helps in assisting patient visitors with accurate information and supports in handling patient related enquiries efficiently. This module is having excellent features and advanced search facilities improves the quality of services rendered to the user.

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Silent features:

Patient related enquiries

- Admission Details.
- Demographic Details.
- Payment Details.

Doctor related enquiries

- Appointment Schedules.
- Charge Details.

2.3 Wards Management Module:

The wards management module allows the ward administrators to access in patients data in the hospital, enter date in the patients case sheet, intimate the discharge to the billing, raise diet requests for the patients, raise the operation theatre schedule request and last but not least raise request for blood.


Silent features:

- Track doctor visits
- Fully integrated with billing, blood bank, operation theatre modules
- Vital information
- Order drugs from pharmacy

2.4 Admissions Module:

The Admission module allows the users to admit a registered patient in the hospital and generates a unique Inpatient Number (here onwards referred as 'IP No'). This module also enables the user to view the present status of any patient staying in the Hospital. The admissions module is an integrated patient management system, which captures complete and relevant patient information. The system automates the patient administration functions to have better and efficient patient care process.

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Silent features

- Patient Registration Details.
- Room \ bed allotment.
- Transfer of patient from one ward\bed to other.

2.5 Labs Console Module:

The Laboratory module automates the investigation request and the process involved in delivering the results to the concerned department/doctor of the hospital. Laboratory module starts with receiving the online request from doctors and also allows laboratory personnel to generate requests. The Laboratory module supports to perform various tests under the following disciplines: Biochemistry, Cytology, Hematology, Microbiology, Serology, etc.,

Silent features:

- Test Report Entry.
- Ability assigns permissions for users.
- Define parameters
- Define formulae for lab investigations.

2.6 Pharmacy Module:

Pharmacy Module deals with the maintenance of drugs and consumables in the hospital. The functions of this module include, online drug prescription, inventory management of drugs, consumables and sutures. This module optionally handles the billing of drugs, consumables and sutures, if required. The Pharmacy module ensures that there is a round the clock availability of a sufficient quantity of drugs and consumable material for the patients in a mode that neither hinders efficient clinical work, nor it becomes a threat to the survival of the Pharmacy.

This module is closely linked to the Operation Theatre, OP billing, IP billing Modules. All the drugs required by the patient can be indented from the various area stores & wards.

Silent features:

- **Item Master details:** This master takes care of all the drugs, sutures and consumables.

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Silent features

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- **Vendor Master Details:** Vendor details are entered using this screen.
- **Unit Item Grouping:** Various related items are grouped using this function.
- **Supply Order Entry:** This screen is used to enter the supply order details.
- **Challan Detail Entry:** The user can enter the challan details corresponding to the supply order.
- **Inspection of items:** Here the items which have been received from the supplier are inspected and are added to the stock if found satisfactory.
- **Local Supply Entry:** Local purchase details can be fed using this form.
- **Raising Indents from various Area Stores:** Different type of area stores (Miscellaneous and Unit Store) can indent items from the Central Store using this indent screen.
- **Issue of Items from the Central Store:** Using this screen the Central Store can issue items to area stores depending on their availability.
- **Return Items to Central Stores:** Various area stores can return items that are not required by them back to the Central Store.
- **Acknowledges Return of items:** The Central Store has to acknowledge the return of items.
- **Issue of items by the Area Stores:** The area stores issues unit items to the patients, as they are billed accordingly. The area store also issues miscellaneous items that are billed in way that total cost of all the miscellaneous items is distributed among the total strength of patients in that ward.

2.7 Operation Theatre Module:

The Operation Theatre module contains information about the availability of all the theatres, and Equipment/Tools. Scheduling of operations is the main function of this module. Various departments give the requisition for an operation theatre. Various Functions covered by this module are as follows:

- **Operation Theatre Scheduling:** Allows the allotment, cancellation and rescheduling of Operation theatres.
- **Raising and validating an operation:** The operations scheduled have to be validated by the senior surgeon.
- **Preparing an operation dossier:** The dossier for each operation is prepared by the system once the senior Consultant validates the operation.
- **Entering Operation record:** Assists in entering and validating the detailed Operation record.
- **Entering Anesthesia record:** Assists in entering and validating the detailed Anesthesia record along with the provision for maintaining Post-op progress.

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Silent features:

- Provision to take up online investigation for material retrieved during surgery.
- Provision to send a requisition for blood to the blood bank during surgery.
- Daily Operation List ward wise.
- Reports on Operation dossier.
- Actual items consumed during an operation and consequent billing of the same.
- Provision of billing for items consumed during operation.

2.8 Causality Module:

This module is for registering the patients who require emergency services, HMS emergency module allows to register new emergency patient, preparation of case sheet, preparation of diet chart, raise diet request for a patient , Operation theatre arrangement request , and request for blood bank , etc.,

Silent features:

- Quicker registration process.
- Tracking doctor visits.
- Supports all other features as in general wards.

2.9 IP Billing Module:

IP billing module deals with billing related tasks of the in patient service, this module eliminates all the loop holes in the billing process , general tasks that can be efficiently handled in the IP billing module include bill generation , deposits , refunds , receipt of credit bills , etc.,


Silent features:

- Provision for duplicate bills.
- Advanced search on bill numbers.
- Provision for discounts.

2.10 Out Patient Billing Module:

This module deals with the billing for the outpatient services rendered by the hospital. The

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tasks that are automated using the op-billing module are bill generation, receipt of credit bills, discount on old bills, bill cancellation, patient search, etc.,

Silent features:

- Provision for issue duplicate bills.
- Provision for bill cancellation.
- Provision for service item cancellation.

2.11 Tariffs Console Module:

This module allows User to feed the services that are provided by the hospitals, services module allows User to enter service details, define charges for services, feed surgery types and map the surgery types, etc.,

Silent features:

- Customizable service tariffs for patient groups.
- Assign priority for service type.
- Map surgery responsibilities.

2.12 Employee Tracker Module:

This module allows User to track all the employee management activities in the hospital. For any type of organization, employee management is a vital task that needs to be addressed with great care for proper running, growth and prosperity of the organization; this rule applies to hospitals as well.

The Employee Tracker module deals with Pay (and deduction) calculation, printing of salary slip, salary certificates, and PF statements, Gratuity Statement and provides a monthly analysis. It deals with the maintenance of employee bio-data, Attendance / Overtime details. It also reports on absenteeism, leave encashments etc. The Personnel & Payroll department is responsible Employee Related Activities like appointing the staff, maintaining the employee database, Fixing allowances and deductions, Leave entitlements, Leave sanctions, Loan, Termination Process, Maintenance of Hospital documents, Insurance details etc.

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Silent features:

- Ability to integrate with bio metric devices.
- Provision for exporting the pay details to Hospital Accounts Management Module.
- Auto generation of pay slips taking leaves in to consideration.
- Provision for defining the Bank Accounts for posting of salaries

2.13 General Console Module:

This module deals with all the general activities of the hospitals , all the other major modules depend on this module. General settings applicable to the hospital can be saved here like bill formats, currency selection, default settings, doctors master schedule, corporate customers definition, reports mapping , etc.,

Silent features:


- Customizable bill formats.
- Definable location department wise.
- Configurable reports master.
- Definable Fee types.
- Definable accessibility of reports user wise.
- Definable department wise reports availability

2.14 Stores Management Module:

This module deals with Hospital Equipment/Material/Inventory Purchase and Supply to different Departments. Requisitions for different items/equipment are sent to this store from different departments and accordingly the CSD issues items/equipment to various departments. The CSD also maintains records of purchases, stock, and supplier list, item/equipment/material master tables, and also takes care of the inspection details.

Silent features:

- Rising Indents from various Area Stores.
- Item Master details.
- Vendor Master Details.
- Area Master.
- Supply Order Entry.
- Issue of Items from the Central Store.

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- Gate Pass and Entry Pass.

2.15 Security Console Module:

Security administration module enables the user to have accessibility/ rights to operate a module, and to access a set of activities and activity wise permissions within a module.

The Security administration module basically deals with security through controlling the access to the information available in the application. Any user associated with a user group can access only those screens for which the user group has rights. It also deals with the System Related Activity like User Monitor, Creating User Group Master, User Master and view the User Group Lookup of employee database, Maintenance of company documents, User defined error message, Generating Daily Statistical Summary.

Silent features:

- Backup schedule.
- User / user group privileges.
- Log everything concept.


2.16 Stores Console Module:

This module deals with the administrative tasks of the stores, typically it allows you to feed items, mapping of the items and operator wise permissions mapping can be done here.

- Store wise operator permissions
- Store wise characteristics mapping
- Editable tax info.

2.17 & 2.18 Radiology Module & Radiology Console Module:

Radiology module caters to services such as X-ray, Scanning, Ultra sound etc. Scheduling of Radiology resources is possible. The system stores all the result details of various tests and makes a Report based on the Test Results. These Tests are carried out both for Inpatient and Outpatient. The system stores all the details (like patient number, Test Report like X-Ray, Scanning details) and for each scan the system generates a unique number for the image. Investigations can be done only after the billing is done. This rule is exempted when the case is declared as Urgent.

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Silent features:

- Test Report Entry.
- Define parameters.
- Define formulae for lab investigations.
- Ability to define normal findings for each and every radiology service
- Ability to define instructions for each and every radiology service
- Ability to view Reports on IP/OP wise radiology results.

2.19 Front Office:

This module is to handle front office activities of the hospital (medical College) , it presents different statistical reports that are useful for NATIONAL MEDICAL COMMISSION perspective, it presents online statistics on OP departments wise old cases, new cases, sex wise , IP department wise admissions, discharges, deaths and births.

2.20 Reports Console:

This module is used to access all the reports that are available to the end user. In this module we can N-SCHEMA viewing i.e., each and every user will have his own view of the reports that are available to him.

3. TECHNOLOGIES:


3.2.1 Technology & Technology Architecture:

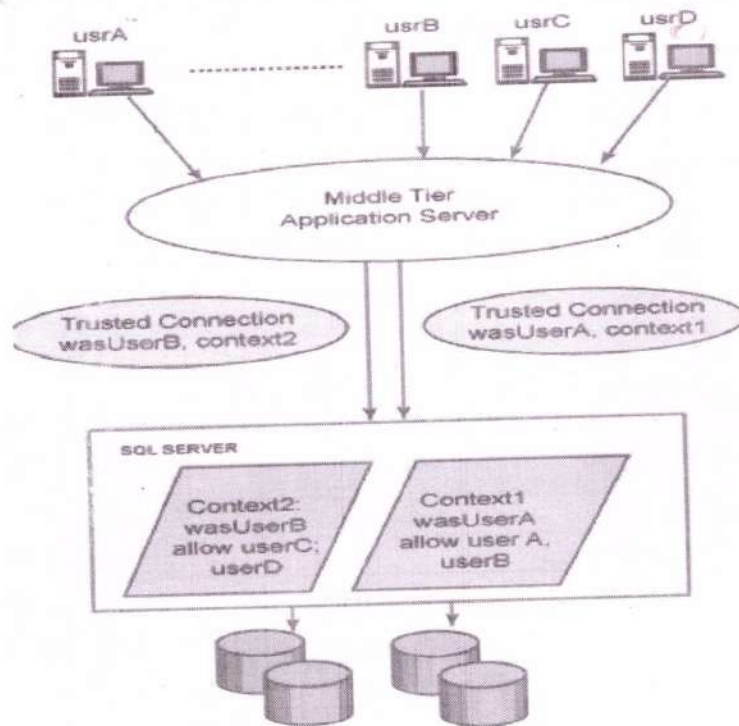
S.No.	Module Name	Front End	Back End
1	HMS 3.1 (Web based and Desktop Application for both Hospitals)	ASP.NET / VB.NET	MS-SQL SERVER 2019

SERVER OS : MICROSOFT WINDOWS 2016 OR HIGHER

CLIENT OS : MICROSFOT WIN 10 AND ABOVE OR LINUX

The Proposed Software is built with THREE TIER ARCHITECTURE, the architecture of the system will be as below diagram.

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3.2.2 Advantages of Three Tier Architecture:

- Three Tier Architecture is the best solution for web-based solutions.
- Robust Security Features can be enabled with three-tier architecture i.e.. USER LEVEL PERMISSIONS (thru application)
- DATABASE LEVEL PERMISSIONS (thru MS – SQL 2019 Security features)
- OS LEVEL PERMISSIONS (thru windows User permissions)
- Users Have Different Views of the data depending upon permissions

3.2.3 Hardware and Software Requirements:

Following are the hardware and software requirements for the proposed Management Software

Software Requirements for clients:

- Operating Systems: ANY WINDOWS OPERATING SYSTEM

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Software Requirements for Central Server:

- Operating System: WINDOWS 2016 SERVER \ WINDOWS NT
- Database: SQL SERVER 2019

Hardware Requirements for Central Server:

- NON STOP SERVERS WITH DUAL PROCESSORS
- MIN OF 16GB RAM EXTENDABLE UPTO 20GB


4. FINANCIAL PROPOSAL:

S.No.	Break Off	Costing
1	Product Upgradation Cost for Hospitals	INR 6,00,000
2	Set up / Training	Free
3	AMC	12% of the Project
4	Bug Resolving (If-Any)	Free
5	Mobile Application Android OS	Free
6	SMS Alert Integration	Free
7	PACS Integration	Free
8	Lab Equipment Interfacing	Free

- Above Costing is exclusive of Taxes, Taxes as applicable as per Government Rules & Regulations.
- Other Terms Conditions as per Service Agreement
- Accommodation with all amenities shall be provided to the Implementation Team of Service Provider and later on support visits.
- Lead-Time shall be minimum of 15 days and maximum of 30 days.
- SMS Gateway charges shall be paid per SMS basis or SMS Pack shall be provided.

Payment Milestones:

- 50% of the Project Cost along with the Work Order
- 25% of the Project Cost after completion of Phase – 3
- 25% of the Project Cost after successful completion of the Project.

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5. **PROPRIETARY CLAIMS:**


This proposed project is protected by copyright laws. Hospitals must treat the software product like any other copyrighted material. This Proposed solution is the property of the Service Provider.

6. **WARRANTY TERMS:**

- Warranty for the delivered product will be for a period of 6 months from the date of implementation
- Service Provider warrant that the software delivered by it will work accurately as demonstrated and meet the requirements as specified in the demo
- This warranty will not include any further enhancement or customization requests from User.
- Upon signing the enhancement plan with Service Provider, User will be liable to claim the future enhancements and update releases of product

7. **METHODOLOGY:**

- The contract becomes binding on the parties only after execution of the present Service Agreement.
- Following terms will become active once the Project Assignment is signed.
- The executable version of the software will be supplied.
- The implementation phase will start only on the following requirements being in place:
 1. All hardware requirements as stated in the proposal/mutually agreed upon
 2. All software/operating system requirements are met as stated in the proposal
- The data entry into the software package will be responsibility of User. User should come up with a schedule for data entry from the installation date of each module along with the installation certificate. Service Provider will not be responsible for

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delay in implementation due to the delay in the data entry or for any other reasons beyond its control.

- The software sign-off will be done once the implementation, training and parallel run phase are completed. Sign-off of individual phases/clusters of installation, training and parallel run at centers and head office will be done separately

8. **LANGUAGE OF COMMUNICATION:**

The official language for communication on this assignment will be English However our programmers can also communicate in Hindi to some extent.

9. **LEAD TIME**

Service Provider will initiate the work on the project with in 15 days from the date of execution of this Service Agreement.

10. **PROJECT CO-ORDINATION:**

Hospitals will provide timely (ten days) clarifications and feedback sought by Service Provider project team during the period of assignment.


11. **CHANGE MANAGEMENT PROCEDURE:**

Any changes required for deliverable must go through a formal change Management procedure. They should also be logged as Change Management Requests for which evaluation in terms of time, cost and effort will be conducted by Service Provider and User. Extra effort for such packages will be based on time and material basis.

If there is any undue delay in clarifying queries or resolving issues, which is the responsibility of User together, will form change control committee that will inspect the Change Management raised. The Change Management Raised will be analyzed and the schedule and cost impacts will be evaluated and notified to User.

12. **ADDITIONAL SERVICE REQUEST:**

Any services not defined in the scope of this Service Agreement, if required to be provided, would be communicated to the Service Provider and separate Service Agreement to be made upon.

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13. **ACCESS AND INFORMATION:**

Each Party shall provide to the other Party (including its officers, employees, agents and representatives): (i) requisite and reasonable information and documents; and (ii) access to its books, records, offices, equipment and facilities, in furtherance to this Agreement. Each Party undertakes not to claim any right, title and / or interest of any nature whatsoever in the books, records, equipment or facilities provided by the other Party, at any point of time during the Term or after its expiry or termination. While on the premises of the other Party, each Party agrees to strictly comply with the guidelines prescribed for access and use of such facilities.

14. **REPRESENTATIONS AND WARRANTIES**


14.1 Each Party hereby warrants and represents to the other Party that: (i) it is duly organised and validly existing under the Law and has the power and authority to enter into and perform this Agreement; (ii) it is not under any disability, restriction or prohibition which shall prevent it from performing or adhering to any of its obligations under this Agreement; and (iii) it shall comply with all applicable Laws in the performance of this Agreement.

14.2 The Trust hereby warrants and represents to the Service Provider that it possesses the requisite authorisations, licenses, approvals and / or permits from Governmental Authorities to own, operate and use its assets and to carry on its activities as now conducted and is not in violation of any of the provisions of its constitutional / charter documents, the provisions of applicable Laws and the provisions of any authorisations, licenses, approvals and / or permits obtained from Governmental Authorities in relation to operation of the College.

14.3 The Service Provider hereby warrants and represents to the Trust that it possesses the requisite authorisations, licenses, approvals and / or permits from Governmental Authorities to own, operate and use its assets and to carry on its business and activities as now conducted and is not in violation of any of the provisions of its constitutional / charter documents, the provisions of applicable Laws and the provisions of any authorisations, licenses, approvals and / or permits obtained from Governmental Authorities in providing the Services under this Agreement.

(the warranties and representations set out in Clauses 14.1 14.2 and 14.3 above being the "Warranties").

14.4 Except as expressly set forth in this Agreement, neither Party makes any representation or warranty to the other Party of any nature, express or implied, including without limitation, any implied warranty or condition of fitness for a particular purpose,

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satisfactory quality or compliance with description, including those arising from statute, common law, trade usage, course of dealing or otherwise.

14.5 For avoidance of doubt, it is hereby clarified that each of the Warranties is separate and independent.

14.6 Each Party undertakes to promptly notify the other Party in writing if it becomes aware of any fact, matter or circumstance (whether existing on or before the date of this Agreement or arising afterwards) which would cause any of the Warranties given by it, to become untrue, inaccurate or misleading in any respect.

15. TERM AND TERMINATION

15.1 Term and Termination

15.1.1 This Agreement shall come into effect on the Effective Date and, unless terminated earlier in accordance with this Clause 15, shall remain valid and binding on the Parties for a period of years from the Effective Date ("Term").


15.1.2 This Agreement may be terminated at any time by the mutual agreement of the Parties in writing.

15.1.3 The Service Provider shall have the right to terminate this Agreement, upon the occurrence of any of the following events: (i) cancellation or withdrawal of any license, permission, consent or affiliation obtained from any Governmental Authority in respect of the Hospital; or (ii) the Hospital ceasing to operate for any reason whatsoever; and / or (iii) any breach of the terms and conditions or default in payment of Service Fees by the Trust to the Service Provider, which is not cured within 30 (Thirty) days from the date of notice being given by the Service Provider to the Trust of such breach or default.

15.1.4 The Trust shall have the right to terminate this Agreement upon the occurrence of any material breach of this Agreement by the Service Provider which is not cured within 30 (Thirty) days from the date of notice being given by the Trust to the Service Provider of such material breach.

15.1.5 Notwithstanding anything contained in this Clause 15, in the event that the Agreement is terminated in accordance with Clauses 15.1.2, 15.1.3 and 15.1.4 above, such termination may, at the sole discretion of the Trust, become effective after the completion of the assignment during which the Agreement is terminated; provided that during such continuation of the Agreement, the Service Provider shall provide Services to the Trust for the consideration determined agreed in writing between the Parties.

15.1.6 Either Party shall have the right to terminate this Agreement, with immediate effect, if an

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order for winding-up or dissolution of the other Party is passed by a court of competent jurisdiction, by giving written notice of such termination to the other Party. In the event of winding-up or dissolution of the Trust, the Trust shall: (i) assign this Agreement to the entity which receives the assets of the Trust; and (ii) ensure that such new entity complies with the obligations of the Trust as prescribed under this Agreement.

15.1.7 The right to terminate this Agreement shall be without prejudice to all rights and remedies available to the Parties under Law, including without limitation, the right to seek, as an alternative to termination, specific performance of the obligations under this Agreement.

15.2 Consequences of Termination / Expiry

Upon termination or expiry of this Agreement:


- (i) Subject to this Clause 15, the Service Provider shall cease to provide the Services;
- (ii) The Trust shall pay consideration to the Service Provider for any Services provided till the date of expiry or termination of this Agreement;
- (iii) Each Party, which has the custody of any property and / or other Information of the other Party, shall return the same to such other Party; and
- (iv) The termination or expiry of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination or expiry.

16. INDEMNITY AND LIMITATION OF LIABILITY

16.1 Indemnity

16.1.1 Each Party shall indemnify and hold harmless the other Party, its directors or trustees (as the case may be), officers, employees and agents, from and against all liabilities, penalties, costs, losses, charges, damages and / or expenses (including all attorney's fees and expenses) incurred by the other Party, arising out of or resulting from: (i) any inaccuracy or breach of any representation or warranty made herein; or (ii) fraud, gross negligence, wilful misconduct, breach of trust, wilful default or breach of duties and obligations under this Agreement.

16.1.2 The rights of the indemnified Party under this Clause 16.1 shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to such indemnified Party at equity or in Law including, without limitation, the right to seek specific performance, recession, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

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16.2 **Limitation of Liability**

16.2.1 The Parties shall not be liable for any incidental, indirect, special or consequential damages (including lost profits or lost revenues) under this Agreement, regardless of whether such liability arises in tort, contract, breach of warranty or otherwise.

16.2.2 No Party shall be entitled to recover damages or obtain payment, reimbursement or restitution more than once in respect of any claim under this Agreement.

17. **GOVERNING LAW AND DISPUTE RESOLUTION**

17.1 **Arbitration**

If any dispute arises between the Parties during the subsistence of this Agreement or thereafter in connection with the existence, validity, interpretation, implementation, alleged breach of any provision of this Agreement or termination (“Dispute”), the disputing Parties hereto shall endeavour to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 30 (Thirty) days from the date on which one Party provides the other Party written notice of a Dispute and the Parties will be entitled to refer the matter for resolution by final and binding arbitration in accordance with the following procedure:

- (i) The Party requesting arbitration shall do so by giving written notice to that effect to the other Party specifying in the said notice the nature of the Dispute.
- (ii) The Dispute shall be referred to and finally resolved by arbitration under the (Indian) Arbitration and Conciliation Act 1996, as amended from time to time (“Arbitration Act”).
- (iii) The Parties agree that the arbitral tribunal shall comprise of 3 (Three) arbitrators (“Arbitral Tribunal”), 1 (One) arbitrator to be appointed by the disputing Party and the other by the responding Party. The 2 (Two) arbitrators so appointed shall mutually appoint the 3rd (Third) or the presiding arbitrator, in accordance with the Arbitration Act. In the event any appointments are not made as specified herein within 14 (Fourteen) days of notification by either Party to the Dispute, such appointments shall be made in accordance with the Arbitration Act.
- (iv) The language of the arbitration shall be in English and the seat of arbitration shall be New Delhi, India.
- (v) The final award of the arbitral tribunal shall be conclusive and binding upon the Parties and non-appealable to the extent permitted by Law.

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- (vi) The Parties further agree that the arbitrator shall also have the power to decide on the costs and reasonable expenses (including reasonable attorneys' fees) incurred in the arbitration and award interest up to the date of the payment of the award.

17.2 Governing Law and Jurisdiction

This Agreement shall be construed in accordance with the Laws of India. Subject to the provisions of Clause 17.1 above, the Parties shall submit to the **exclusive jurisdiction of the courts at New Delhi, India only.**

18. FORCE MAJEURE

18.1 Neither Party shall be liable to the other Party if and to the extent that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including change in Law, legislation, fire, flood, storm, explosion, epidemic, accident, act of God, act of terrorism, war, civil commotion, riot, strike, lockout, labour dispute or other concerted act of workmen, act of Government and / or shortage of material ("**Force Majeure Event**").

18.2 The Party claiming a Force Majeure Event shall promptly notify the other Party in writing, and provide full particulars of the Force Majeure Event, the cause and the date of first occurrence thereof, as soon as possible after the Force Majeure Event and also keep the other Party informed of any further developments.


18.3 The Party so affected by a Force Majeure Event shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when the Force Majeure Event is removed.

19. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

19.1 Confidentiality

19.1.1 Each Party shall keep all information and other Materials and Intellectual Property Rights passing between each of such Party in relation to (i) this Agreement (including the Annexures); (ii) the transactions contemplated by this Agreement; or (iii) the Service Provider and / or the Trust, or their respective activities (the "**Information**") confidential and shall not, without the prior written consent of the other Party, divulge the Information to any other Person or use the Information other than for carrying out the purposes of this Agreement.

19.1.2 The receiving Party covenants that it will not make copies of any such Information or any

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part thereof except as required under this Agreement and it shall disclose the Information to only those employees, directors, officers, consultants and personnel for whom it is necessary for the performance of the obligations contained herein on a "need to know" basis.

19.1.3 Notwithstanding the aforesaid provisions, the receiving Party may disclose Information where ordered to do so, by any Governmental Authority; provided however, that the receiving Party shall in such a case give the disclosing Party a reasonable notice of any prospective disclosure and shall assist the disclosing Party in obtaining an exemption or protective order preventing such disclosure.

19.1.4 The receiving Party shall return to the disclosing Party or to its nominees, Information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Information which is in the receiving Party's possession, power and control as and when called upon by the disclosing Party or upon termination or expiry of this Agreement. Further, at the instruction of the disclosing Party, the receiving Party shall destroy the same and will not make or retain any copies of such Information.

19.1.5 Information shall not include any information that: (i) has become part of the public domain through no fault or breach of the receiving Party; or (ii) is already known to the receiving Party otherwise than through a breach of the confidentiality provisions of any agreements between the Parties; or (iii) is independently developed by the receiving Party or received from any Person without any obligations of confidentiality to the disclosing Party.


19.2 **Employee Confidentiality**

Each of the Parties shall ensure that all its employees, directors, officers, consultants and personnel are also bound by the provisions of the relevant Clause of this Service Agreement.

20. **EMPLOYEES**

20.1 Each Party agrees that its employees, officers and personnel shall not be, nor shall they be deemed to be, at any time during the term of this Agreement, the employees of the other Party.

20.2 The personnel deployed by the Service Provider to provide the Services, shall be deemed at all times to be under the supervision and responsibility of the Service Provider. The Service Provider shall be solely responsible for disbursement of wages / salaries every month to such personnel and the Service Provider shall ensure compliance with

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applicable Law including applicable labour legislations, in relation to such personnel.

20.3 The Service Provider shall make it clear to the personnel deployed by it to provide the Services that they will have no claim for employment with the Trust.

21. **NON-EMPLOYMENT:**

Hospitals will neither offer to employ, directly or otherwise, any Service Provider associate, associated for the purpose of, or with the assignment, during the period between the date of the present Service Agreement and two years from the completion of the assignment arising here from.

22. **NOTICES**

Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it.

If to the **Trust:**

Attention: [•]

Address: [•]

Telephone: [•]

Email: [•]

If to the **Service Provider:**


Attention: [•]

Address: [•]

Telephone: [•]

Email: [•]

All notices, statements or other communication required or permitted to be given or made under this Agreement shall be in writing in the English language and delivered by hand or sent by registered post with recorded delivery, or e-mail transmission addressed to the intended recipient at its address set forth above, or to such other address as any Party may from time to time duly notify to the other Party in writing.

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23.6 **Waivers**

No waiver of any provision of this Agreement, nor consent to any departure from it, by any Party, shall be effective unless it is in writing. No failure or delay by a Party to take any action with respect to a breach of this Agreement shall constitute a waiver of the Party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any Party of any breach or failure to comply with any provision of this Agreement by a Party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement.


23.7 **Relationship of Parties**

The Trust has engaged or retained the Service Provider only for the purposes and to the extent set out in this Agreement. This Agreement will not establish a partnership, agency or joint venture between the Service Provider and the Trust.

23.8 **Survival**

The expiration or termination of this Agreement shall in no event terminate or prejudice: : (i) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (ii) any provision which by its nature is intended to survive termination.

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IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN BY THE SIGNATURE OF THEIR RESPECTIVE REPRESENTATIVES

Signed for and on behalf of

Signed for and on behalf of

SANTOSH TRUST

ONE SOFT SYSTEMS PRIVATE LIMITED

Name: [•]

Name: [•]


Designation: [•]

Designation: [•]

Witness:

1.

2.

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CENTRAL RESEARCH FACILITY-VIDEO LINK

<https://naac.santosh.ac.in/assets/videos/Central-Research-Facility.mp4>



SANTOSH
Deemed to be University