



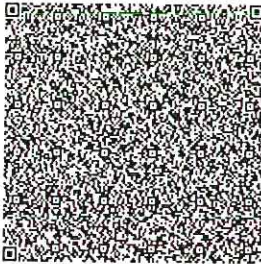
सत्यमेव जयते

INDIA NON JUDICIAL

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Certificate No. : IN-DL103370485060570
Certificate Issued Date : 01-Feb-2016 03:47 PM
Account Reference : IMPACC (IV)/ dl701003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL701003192997724844190
Purchased by : SIEMENS LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SIEMENS LTD
Second Party : Not Applicable
Stamp Duty Paid By : SIEMENS LTD
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



..... Please write or type below this line

Ref No: CSPL/...../15-16/..... dt

CORPORATE STRATEGIC PURCHASE & LOGISTICS FRAME AGREEMENT

This Corporate Strategic Purchase & Logistics Frame Agreement (hereinafter referred to as the "Agreement") is entered into on this day of 01st Feb 2016.

BY AND BETWEEN

Siemens Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 130, Pandurang Budhkar Marg, Worli, Mumbai – 400 018, (hereinafter referred to as "Siemens" or "the Buyer" which expressions shall, unless

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repugnant to the context or meaning hereof, include its successors-in-interest and permitted assigns) of the **ONE PART**;

AND

Magnum Opus IT Consulting Pvt. Ltd , a Private Ltd firm with its registered office at Flat No. 202, Siddhivinayak Building, Advaitnagar, Paud Road, Kothrud , Pune- 411038 (hereinafter referred to as "**the Supplier**" which expression shall, unless repugnant to the context or meaning hereof, include its successors-in-interest and permitted assigns) of the **OTHER PART**.

WHEREAS Siemens is a leading provider of industry, infrastructure and medical solutions in India and operates in the core business segments of Energy, Industry and Healthcare.

AND WHEREAS Siemens had been in preliminary discussions with a number of entities who could possibly be engaged for the purpose of " GPS tracking solution for Ultrasound machines" which includes Supply of GPS devices, installation, training, GPS monitoring software & services, SIM card, Google License, Web server and complete service support (hereinafter referred to as the "**Products**") to Siemens.

AND WHEREAS supplier has approached Siemens for the purpose of being appointed by Siemens with regard to the manufacture and supply of the Products to Siemens.

AND WHEREAS supplier has represented that it is both competent as well as equipped to be appointed the Supplier of Siemens.

AND WHEREAS on the strength of the representations made by the Supplier, Siemens is agreeable to appoint the Supplier as one of their vendors on the terms and conditions hereinafter mentioned for the mutual benefit of the Parties to the Agreement and in order to achieve high standards of quality in the manufacture and supply of the Products to be provided to customers.

AND WHEREAS both Parties have desired to reduce the terms and conditions of this Agreement to writing.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. Scope of the Agreement

- (i) Siemens hereby appoints Supplier as one of its vendors for the manufacture and supply of the Products, and the Supplier hereby accepts the said appointment. The scope of work for the Supplier shall include but not be restricted to the following:
 - (a) Supply of GPS devices, Installation & training at customer site.
 - (b) Providing GPS monitoring software & services which includes SIM Card, Rental for 1 year, Online web based s/w (GPS) application, Google License, web server.
 - (c) Hardware and software support and maintenance.
 - (d) Any other activity related to the manufacture and supply of the Products which may be necessary for the Supplier so to do.
- (ii) It is agreed between the Parties to the Agreement that only Siemens entities and / or offices of Siemens will be entitled to place orders pursuant to this Agreement.
- (iii) The equipment will be supplied against specific orders, which will be released on supplier from time to time on the basis of the agreed prices as per annexure and will include delivery up to destination.



- (iv) The Installation & commissioning will be done by the supplier's engineer at all locations.

Price Basis

The prices agreed upon include packing, forwarding, freight and insurance charges up to destination (Siemens customer site). However Excise duty, Sales tax, Service tax and octroi will be paid extra as per applicable rates.

No increase in basic price is permissible during the period of contract.

1. GPS Device- Model CR 300B – **Basic Price Rs. 8,500/- plus VAT**. This price is with 2 years warranty. Price includes installation & training.
2. GPS monitoring software & services including SIM card, rental, online web based GPS application, Google license, web server for a period of 1 year(As per specification of the state government). **Rs. 5,750/- plus service tax**.

Should however, you decide to accept orders at prices lower than those covered in this Contract for any of the items (in isolation or together) from any of our other offices or Divisions, the revised lower rates will be applicable to this contract thereafter.

Uptime Guarantee

The equipment supplied by you should perform satisfactorily to all its specification for the full period of Warranty with an uptime of 95%. During the period of warranty, for each day of downtime beyond 4 days in a year, the period of warranty will be extended by 1 week. The downtime will be reckoned from the time/day of intimation of the defect to you.

2. Consideration and mode of payment

- (i) In consideration of the manufacture and supply of the Products by the Supplier to Siemens, Siemens shall pay to the Supplier a specified amount in Rupees (INR) as per **Price Basis** against invoices raised and submitted by the Supplier. It is agreed and understood by the Parties to the Agreement that payment will be made by Siemens to the Supplier when the terms and conditions of the Agreement have been completed by the Supplier to the satisfaction of Siemens.
- (ii) It is hereby agreed that Siemens will clear the amounts against the invoices raised and submitted by the Supplier within 60 days of the receipt of the Goods and said invoices, dispatch documents by the Supplier.

3. Total compensation

The total compensation including all claims by the Supplier on Siemens shall be limited to the amounts as detailed in Clause 2 above.

4. Ordering Procedure

Purchase Orders

- (i) A written Purchase Order of Siemens shall be issued within the scope of this Agreement and shall include the following particulars:
 - (a) Purchase Order number and date.
 - (b) Brief description of the Products.
 - (c) Quantity of Products to be delivered.

Confidential



- (d) Price per unit of the Products.
 - (e) Date of delivery of the Products.
 - (f) Delivery instructions / place of delivery.
 - (g) Evidence that the Sales Tax, Octroi, etc., shall be at actual's on the date of sale of the Products.
 - (h) Order Acceptance, which is expected to be communicated by the Supplier to Siemens within seven (7) days from the receipt of the Purchase Order. In case the Order Acceptance is not received within seven (7) days, the order will be deemed to have been accepted by the Supplier with all conditions as applicable.
- (ii) It is agreed and understood by the Parties to the Agreement that the terms and conditions of each specific Purchase Order will be drawn from, and construed in the light of this Agreement which will constitute the "framework agreement" for the issuing of the said Purchase Orders.
 - (iii) Over and above the terms and conditions of this Agreement the general terms & conditions of the Purchase order (PO) printed overleaf of PO also form a part of this agreement. However in the event of any of the Terms & conditions mentioned in this contract contradicts with the general terms & conditions printed overleaf the Purchase order, then the conditions mentioned in this agreement shall prevail.

5. Prices

- (i) The prices indicated shall for all purposes remain FIRM for the duration of validity of this Agreement, unless otherwise agreed to, specifically in writing, by Siemens, and shall be exclusive of Excise Duty.
- (ii) The prices shall be on FOR Destination basis and shall be inclusive of roadworthy packing (only environment-friendly packing material shall preferably be used).
- (iii) Sales Tax / VAT/ Service tax , Excise duty shall be charged extra, as applicable. Octroi will also be payable wherever applicable.
- (iv) In case of unusually large requirements against specific orders, the agreed prices can be re-negotiated by the Parties to the Agreement for those specific orders only.

6. Quantity and schedule of supply

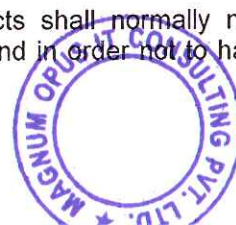
- (i) The quantities of Products specified in any delivery schedule shall be supplied in one (1) lot. Part deliveries of the Products shall not be accepted under any circumstances unless otherwise specifically informed in writing by Siemens.
- (ii) The quantity and supply of the Products shall be as per the details indicated in the respective Purchase Orders.

7. Packing and forwarding

- (i) The Products shall be packed for roadworthy shipment in order to protect them from damage during transit. The Supplier shall assume complete, full and total responsibility for transportation of the Products from its establishment / place of manufacture to the destination as mentioned in the respective order.

8. Documentation

- (i) The Supplier shall submit the invoice in duplicate (Original + MODVAT copy if applicable) which should accompany the Products. The Products shall not be accepted by Siemens in the absence of these documents.
- (ii) If the MODVAT copy is lost in transit, then the Products shall normally not be accepted by Siemens. However, in view of the urgency and in order not to hamper



the production process, the Products may be accepted without MODVAT copy, but it is hereby agreed that in case the MODVAT credit is lost that the same shall be recovered by Siemens from the Supplier.

- (iii) The Products should also be supplied along with the relevant Test Certificates and Inspection Reports. It is understood by the Supplier that the Products shall not be accepted in the absence of these documents.

9. Delivery

Delivery of the Products is to be made as per the delivery period indicated in the specific Purchase Order or as mentioned below:

10. Liquidated Damages

- (i) The Supplier agrees that time is of the essence with regard to the manufacture and supply of the Products to Siemens.
- (ii) In case of delay in delivery of the Products on the part of the Supplier, the Supplier agrees and understands that the liquidated damages for such late delivery shall be levied @ one percent (1%) per week by Siemens of the basic value of the Products subject to a maximum of ten percent (10%) of the order value in case of delay in delivery beyond the agreed date as per the Purchase Order. It is understood and agreed by the Supplier that this penalty shall be applicable for the entire quantity of the schedule of supply of the Products.

11. Specifications / Standards of the Products

The Products are specified in Annexure I. The Products shall be manufactured and tested as per the relevant Indian / International Standards.

The product and the services associated must comply with PCPNDT Regulation of Rajasthan Government.

12. Quality

- (i) The Products supplied shall be of highest quality standards and shall meet the quality requirements specified by Siemens.
- (ii) The Products shall be dispatched only after they are thoroughly tested.
- (iii) The Products shall be delivered with the relevant test certificates in as many copies as specified in the Purchase Order.
- (iv) In case of defects, the Supplier will take immediate action to repair / replace the Products. Such replacements / repairs will be done free of charge by the Supplier, i.e., all charges for transport, insurance, extra costs incurred at site due to defective part / process shall be fully borne by the Supplier. The replaced Product shall be monitored for a period of 6 weeks and if Siemens is not satisfied with the performance of the Product then Siemens reserves the right to replace the product by some other make. We reserve the right to cancel our requirements, if supplies do not conform to the specifications and/or if deliveries are not made as stipulated. Our decision as to whether the supplies conform to the specifications and, or deliveries are made as stipulated, shall be final and binding on you.

In addition, Siemens shall have the right to purchase the goods ordered or any part thereof from other sources on your account, in which case you shall be liable to pay us not only the difference between the price at which such goods have been actually



purchased and the price calculated at the rate set out in this order, but also any other loss or damage that we may suffer due to reasons mentioned above.

13. Warranty

The Products shall be guaranteed for a minimum period of twenty-four (24) months from the date of supply / installation / commissioning, as applicable.
Any defect or malfunctioning would be replaced free of cost.

14. Standards and compliance with laws and regulations

- (i) The Supplier shall, throughout the performance of this Agreement, comply with all laws, rules and regulations and statutory requirements of Government bodies as far as such bodies have jurisdiction over the work content in this Agreement.
- (ii) If any new statutory regulation or law or modification of the existing regulation or law comes into force subsequent to the effective date of this Agreement, the Supplier shall comply with the same. However, if it calls for any modification of design / equipment with financial implications, then the same shall be discussed by Siemens and the Supplier and shall be mutually agreed upon.
- (iii) Environmental Protection, Duties to Declare -
[Applicable for suppliers of Direct material incl. OEM, packaging material & operating supplies (Indirect Material)].
Should supplier deliver products, which are subject to statutorily-imposed substance restrictions and/ or information requirements (e.g. REACH, RoHS), supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) or in a reasonable format provided by Purchaser no later than the date of first delivery of products. The foregoing shall only apply with respect to laws which are applicable at the registered seat of supplier or Purchaser or at the designated place of delivery requested by Purchaser. Furthermore, supplier shall also declare all substances which are set out in the so-called "Purchaser's list of declarable Substances" applicable at the time of delivery in the manner described above.

15. Negligence

If the Supplier neglects to execute the Purchase Order with due diligence of expedition or refuses or neglects to comply with any reasonable order given to it in writing by Siemens in connection with the order or contravenes the provisions of the Purchase Order, Siemens may give notice in writing to the Supplier and in default of compliance with the said notice, Siemens without prejudice to its rights, may rescind or cancel the Purchase Order holding the Supplier fully liable for the damages including consequential damages that Siemens may sustain. In addition, the Supplier shall refund all amounts paid to it by Siemens for all such work, which may become in fructuous due to such cancellation.

16. Force Majeure

The supplier will be relieved of its obligation of delivering, and the buyer will be relieved of its obligation of purchasing the quantity under this contract in case of force majeure conditions as listed below, if such conditions prevent the seller from delivering and the buyer from purchasing as the case may be, the contracted quantity during the course of such Force Majeure conditions. These Force Majeure conditions are any one or combination of the following:

Any statutes, rules, regulations or situation arising of war, immobilization, strikes, lockout, labour unrest, riots, civil commotion, trade disputes, fire accidents, plants



breakdowns / shutdowns, natural calamities and Acts of God or any other cause beyond the control of the parties.

17. After Sales and Service

- (i) The Supplier shall provide after-sales service at the locations where the Products are delivered / installed. In cities designated as "Metros", the service shall be rendered within twelve (12) hours, whereas in other cities / towns, it shall be provided within twenty-four (24) hours from the time of intimation of the problem.
- (ii) The service Engineer shall be made available by the Service Provider immediately as and when required against the request call on phone or otherwise during the period of this Comprehensive Annual Maintenance Contract.
- (iii) The Service Engineer will also guide, train up and give necessary advice to Siemens representative for the proper operation of the System.
- (iv) During each visit, the Service Engineer will submit Siemens a Service Report stating the work done and the same shall be certified by customer's representative signing his Service Reports as a token of acceptance of the visit and job done.
- (v) It is agreed that the supplier shall provide 4 mandatory visits per year per site/system and there would be unlimited break down calls/ if the customer requires any support / to resolve problems.

18. Intellectual property

- i) The Supplier acknowledges that the drawings and all related items of Intellectual Property, which, if supplied, to the Supplier for the purpose of manufacturing the Products are the sole and absolute property of Siemens.
- ii) The Supplier acknowledges that all intellectual property rights in the Products, the manufacturing processes and all related items in respect of the Products (including trade marks, trade names, brand names and product names) are the sole and absolute property of Siemens.
- iii) On termination or completion of the Agreement, the Supplier shall return all drawings, documents and all other literature and forms of Intellectual Property related to the manufacture of the Products, if any in the possession of the Supplier, to Siemens.

19. Confidentiality

- (i) Siemens and the Supplier shall work in confidence with each other.
- (ii) The Supplier shall maintain the confidentiality of such information so disclosed at all times. All information, documents, software and other matters and aspects of Intellectual Property that are in case disclosed, or otherwise if made available by Siemens to the Supplier or its personnel pursuant to this Agreement (collectively referred to as "**Confidential Information**") shall keep the Confidential Information confidential and in good order, and shall not use or copy any Confidential Information for any purpose other than as specifically authorized by this Agreement, and shall not transfer or disclose any such Confidential Information to any other person and / or parties without prior written consent of Siemens. The Supplier shall not make any public statements in respect of the subject matter of this Agreement and the services offered thereunder without the prior written consent of Siemens.
- (iii) Any terms of the Agreement shall survive the termination of this Agreement.

20. Effective date and validity

- (i) The Agreement shall become effective from 1st Feb 2016, and shall remain valid till 31st Jan, 2017, after which the Agreement may be renewed on terms mutually acceptable to the Parties to the Agreement.
- (ii) The Agreement shall remain valid till the Products manufactured by the Supplier are received by Siemens and the drawings and other forms of Intellectual Property and Confidential Information if provided by Siemens used for the purpose of manufacture of the Products are returned to Siemens.
- (iii) Siemens may terminate this Agreement without assigning any cause thereto. A notice period of sixty days (60) days shall be provided by Siemens on the issue of a Notice of Termination. You can terminate this agreement giving us 6 months prior notice. Upon termination, you shall return all documents, catalogues, technical data, etc. belonging to us. In the event of termination, the fulfilment of obligations undertaken by the parties prior to such termination shall survive the termination.
- (iv) Notwithstanding the aforesaid, Siemens shall also be entitled to terminate this Agreement prematurely and with immediate effect for important reasons.

An important reason shall be deemed to exist, for example, if:

- (a) The Supplier is unable to perform this Agreement for more than thirty (30) days.
- (b) The Supplier materially breaches this Agreement so that adherence to this Agreement cannot reasonably be expected.
- (c) A petition is filed against the Supplier under the provisions of the laws of insolvency or bankruptcy.
- (d) The Supplier violates any of the material provisions of the Agreement.
- (e) The legal or ownership status or management of the Supplier changes substantially.
- (v) Notice of Termination shall be given by registered letter. If transmittal by registered letter is not possible, any other form of transmission through the medium of hard copy shall be deemed sufficient.
- (vi) Upon the expiration of this Agreement or its termination, the Supplier will not be entitled under local law or otherwise to receive any payment from Siemens, whether for actual, consequential, indirect, special or indirect, special or incidental damages, costs or expenses, whether foreseeable or unforeseeable (including, but not limited to, labour claims and loss of profits, investments or goodwill) and / or any right to which the Supplier hereby waives and disclaims.

21. Indemnity

The Supplier will indemnify Siemens against any damage, loss, liability or expenses (including lawyers' fees) that Siemens may incur with respect to any negligent act or omission by, or misconduct of, the employees of the Supplier and / or the consultants / professionals / specialists engaged by the Supplier to successfully complete the scope of this Agreement.



22. Representation

The Supplier shall not be entitled to represent Siemens in any manner or fashion as its agent and shall have no right or authority to make any commitments on behalf of Siemens or bind Siemens in any respect of and for any purpose whatsoever and to assign any benefits, rights or obligations herein to any other person (unless otherwise specified). The relationship between Siemens and the Supplier will be strictly on a principal-to-principal basis.

23. Business associations

- (i) With a view to ensuring that Siemens receives the best possible services from the Supplier, the Supplier agrees to inform Siemens about any existing agreements which it may have entered into with other parties and, more specifically, with any of the direct competitors of Siemens, at the time of entering into this Agreement.
- (ii) During the validity of this Agreement, the Supplier may associate with any other individual and / or company apart from Siemens only in consultation with Siemens.

24. Modification

No modification of / change in / addition to any of the provisions hereof shall be binding upon Siemens or the Supplier unless approved in writing by the authorized representatives of both Parties and with express reference to this Agreement.

25. Assignment

Except as provided herein, the Supplier shall not without the prior permission in writing of Siemens assign or transfer either in whole or in part, any right, benefits or the duties and obligation occurring, undertaken or incurred under this Agreement to any other person / third party.

26. Legally void or unfeasible provisions

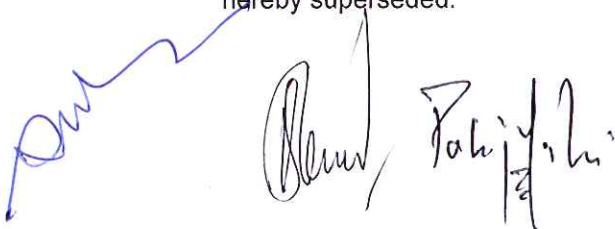
Should individual provisions of the Agreement be legally void or unfeasible, the validity of the remaining Agreement shall not be affected thereby. In such a case, the Parties shall by mutual agreement substitute for the impugned provision(s) such provision(s) which are substantially equivalent in economic and / or legal terms.

27. Severability

If any provision of this Agreement is held unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of the Agreement.

28. Entire agreement

This Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein. All prior agreements, oral or otherwise, between the Parties to the Agreement and relating to the subject matter contained therein, are hereby superseded.



29. Notices

All notices by either Party to the Agreement must be in writing. A notice shall be delivered by a delivery receipt to the address specified herein below or to such other address which the Parties may notify from time to time:

To Siemens :

Siemens Ltd.
JIL Building, Tower-A,
Plot No. 78, Sector 18
Gurgaon 122015

Kind Attn: Mr. Vishal Sharma

To the Supplier :

Magnum Opus IT Consulting Pvt. Ltd.
Flat No. 202, Siddhivinayak Building,
Advaitnagar, Paud Road,
Kothrud,
Pune-411038.

Kind Attn.: Mr. Girish Lad

30. Dispute Resolution

All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the Parties, be finally settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and any modifications thereto and re-enactments thereof from time to time, by three arbitrators. Each Party shall appoint one arbitrator and the third arbitrator shall be appointed by the selected two arbitrators. The seat of arbitration shall be Mumbai. The language to be used in the arbitration proceedings shall be English.

Each Party submits to the jurisdiction of courts of Mumbai for the purposes only of compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions.

31. Compliance of Laws By The Supplier

Purchaser further acknowledges that the supply by supplier under this agreement of the Products and the related technology is subject to all applicable import, export control and sanctions laws, regulations, orders and requirements including but not restricted to US sanctions, US Export Administrative Regulations, OFAC and all other applicable laws as they may be amended from time to time. In case the purchaser falls under any of the above restrictions/sanctions or the products or related technology are restricted for sale pursuant to such restrictions/sanctions, the supplier shall have no obligation to supply any of the products or related technology under this agreement and the supplier shall not be liable to the purchaser under any circumstances whatsoever. Purchaser agrees that the above laws, regulations, orders and requirements, and the requirements of any licences, authorizations or licence exceptions relating thereto shall apply to its receipt and use of the Products or related technology, and that it shall not use, transfer, release, export or re-export any products or related technology or information in violation of such applicable laws, regulations, orders or requirements or the requirements of any licences, authorizations or licence exceptions relating thereto.



32. Code of Conduct

- (i) The Supplier shall comply with the principles and requirements of the "Code of Conduct for Siemens' Suppliers" attached hereto as **Annexure 2** (hereinafter the "Code of Conduct").
- (ii) The Supplier shall not more than once a year – upon request either, at our option provide Siemens with (i) a written self-assessment in the form provided by Siemens, or (ii) a written report approved by Siemens describing the actions taken or to be taken by the Supplier to assure compliance with the Code of Conduct within – unless otherwise agreed – reasonable time from such request.
- (iii) Upon Siemens' request, Siemens and its authorized agents and representatives and/or a third party appointed by Siemens shall be entitled (but not obliged) to conduct inspections (audits) at the Supplier's premises to review the compliance with the Code of Conduct. In addition to other action Siemens may deem reasonable, Siemens shall be entitled to access and review relevant records and documentation of the Supplier and interview the Supplier's employees with regard to the compliance with the Code of Conduct. The Supplier shall reasonably assist and support Siemens' conduct of the audit and each party shall bear its expenses in connection with such inspection. Any inspection shall be conducted upon prior written notice of Siemens, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with the Supplier's business activities nor violate any of the Supplier's confidentiality Agreements with third parties.
- (iv) In addition to other rights and remedies Siemens may have, and without liability to Supplier, Siemens may terminate this Agreement and/or any purchase order issued there under by giving written notice to the Supplier with effect from the date specified in the termination notice in case of Supplier's
 - (a) Breach of its obligations set forth in the first paragraph of this Article or
 - (b) Refusal to conduct or unreasonably impeding to the conduct of a self assessment required by Siemens in accordance with the second paragraph of this Article or
 - (c) Unreasonably impeding Siemens' exercise of its right to audit as set out in the fifth paragraph of this Article.

However, provided that Supplier's breach of contract as set out in the fourth paragraph (i) – (iii) of this Article, is capable of remedy, Siemens' right to terminate as set out in the fourth paragraph of this Article may only be exercised if such breach has not been remedied by the Supplier within a reasonable grace period set by Siemens and a reasonable opportunity to remedy.

- (v) Failure to comply with the Code of Conduct include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements. The notice and opportunity to remedy provision shall not apply to violations of requirements and principles regarding of the child labor as set out in the Code of Conduct or willful failures to comply with the Code of Conduct's environmental protection requirements.

33. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of India.

34. Safety & Environment Requirements

This Agreement shall be governed by and construed in accordance with the safety & environment requirements as specified in **Annexure 3**.



35. Written form

Modifications of, or amendments to, this Agreement shall be valid only when made in writing and mutually agreed upon by the Parties to the Agreement. This procedure may be waived only by written instrument.

IN WITNESS WHEREOF, both the Parties have caused this Agreement to be signed by their respective duly authorized officers identified below on the day, month and year first hereinabove written.

For Siemens Ltd.

By: 

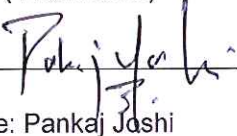
Name: Sunil Kumar Garg

Title: Regional Manager-Sales
(Healthcare)

By: 

Name: Vishal Sharma

Title: Regional Manager- Commercial
(Healthcare)

By: 

Name: Pankaj Joshi

Title: Chief Manager - SCMP
(Healthcare)

Witness:

By: _____

Name: _____

Title: _____

**For Magnum Opus IT Consulting
Pvt. Ltd.**

By: 

Name: Girish Lad

Title: Managing Director



Witness

By: _____

Name: _____

Title: _____

ANNEXURE 1

Technical Details

GPS Device Specifications

Communication

GSM Modes	GPRS class 10, PDU SMS
Bands Quad band:	850, 950, 1800, 1900MHz
Power Output	2W, 1W
SIM	Internal, replaceable
Antenna	Internal, quad band GSM antenna
Packet Data	TCP/IP, UDP/IP
SMS	PDU

GPS

Technology	Chipset: SiRFstarIV GSD4e chipset
Sensitivity (Tracking)	-163dBm
Acquisition (normal)	Cold <35Sec, Warm <35Sec, Hot <1Sec
Antenna	On board, internal patch antenna

Inputs and Outputs

Inputs	1 internally pulled down input dedicated for Ignition switch 2 internally pulled up GPIOs with assignable functionality and configurable polarity
Outputs	2 general purpose open drain outputs (250mA max) with assignable functionality
Motion sensor	For movement and towing detection

Interfaces

COM port	Selectable baud rate (9600 or 115000bps) TTL levels (external TTL-USB adaptor) 8 bit; 1 Stop Bit; No Parity Configuration Firmware upgrade
1-Wire™ (Dallas port)	DS1990A, DS1971 compliant Driver management Car Alarm Authorization
Connectors	10pin Molex, Automotive2

Power

Input Voltage

9-32VDC

Average Current consumption

Normal: 40mA

Economic: 23mA

Hibernation: <2mA

Internal Battery (CR-300E)

Li-Ion Polymer, 3.7V, 440mAh, rechargeable
Embedded NTC for temperature controlled
charging

Operating Temperature: -20(65% charge) ÷
60°C

Battery Monitoring: Temperature (NTC) & voltage

Autonomy: At least 250 messages from a fully charged battery in a
Tx Rate of 1/Min @ room temperature

Protections: over current, overcharge and over discharge

Vehicle Environment Immunity

Immunity

Compliant with ISO 7637 test level #4 (in accordance with e-mark
directive)

Environment

Temp, operating

-30°C to +70°C full performance

-40°C to +85°C – degraded communication

Temp, storage

-40°C to +85°C

Humidity

95% non-condensing

Protection

IP40

Vibration, Impact

ISO 16750

Mounting

Tie-wraps and/or two sided adhesive

Certifications

FCC

Part 15 Subpart B, part 22/24 compliant

CE

CE number - CE 1177,0889

CE EMC & R&TTE according to 89/336/EEC or 1999/5/EC

CE Safety EN60950-1:2006+A11:2009

Automotive Directive 2004/104/EC (E-Mark)

IC

Industrial Canada3

Dimensions & Weight

Dimensions

91x69x23mm

Weight

~100gr (approximately)

Technical Compliance:

Heading	Parameter	Opus Magnum Technical Compliance
Environment	Operating temperature: -20 to +70 C	Operating temperature: -30 to +70 C
	Storage: -40 to +85 C	Yes
Power Supply	Supply voltage range: 6 to 32 V	Supply voltage range: 9 to 32 V
	Storage: -40 to +85 C	Yes
	Current consumption during transmission: less than 150mA	Normal: 40mA Economic: 23mA Hibernation: <2mA
	Device should have internal battery (16-24 hours backup) to support uninterrupted service.	Yes
GSM/GPRS	Built-in GSM antenna: Quad Band	Yes
	6MB flash memory for embedded application: 2MB	Capacity to store 5000 records
	Frequency band: 850/1900 MHz and 900/1800 MHz	Yes
GPS	Built-in antenna	Yes
Basic Features : General	Auto track, Historical Data, Replay tracking, User Creation, Sub User Creation, Current Location, Minimum onsite warranty for 2 years	Yes
	Battery disconnect, Geo Fence In/Out, No Data Transmission for last 24 hours, No Signal, Low Battery, Power Cut, Installation	Yes
Basic Features : Reports	User Log Report, Current location Report, Geo Fence In/Out Report, SMS Utilization, Report, No Data Transmission Report, Non Signal Report, Low Battery Report, Customized Report	Yes
	Data upto 60 days should be online traceable. All reports should be downloadable. All data should be kept in archive for a period of 2 years in the event of any legal proceedings, the records shall be reserved as per the PCPNDT act 1994 and rules 1996 so that the same can be retrieved on demand of concerned AA. Any other reports as per the demand of concerned AA.	Yes
Other Features	Online website shall have the above mentioned features of anytime, anywhere real-time tracing/monitoring of GPS	Yes
	Mobile application for anytime, anywhere real-time tracing/monitoring of GPS	Yes
	All SMS/Email alerts shall be configured to the mobile number and email address of state headquarter control room	Yes
	There shall not be any manual or remote operated ON/OFF switch button in the device including SMS/GPRS facility and functionality of device	Yes
	The cost of GPS shall be inclusive of all taxes, duties, levies, service charges, TDS, Cesses etc	Yes

[Handwritten signatures]

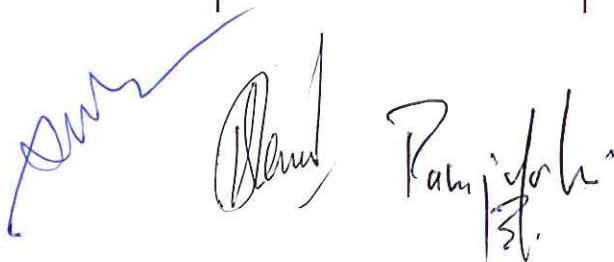
[Handwritten signature]



Scope Document:

1. The price of the GPS shall be inclusive of all taxes, duties, installation, and warranty for 2 years as per Price Basis – Clause No 1 of this Agreement.
2. The GPS complies with RF/EMF requirements however it is required to be tested to ensure that the device is not interfering with the US equipment.
3. The Supplier has to supply the Hardware (GPS / GSM Device with SIM card) and shall also be responsible for providing online tracking services on 24x7 basis through a Cloud or Web Portal.
4. The Supplier has to take proper measures for ensuring an alert/ notification to various stake-holders including PCPNDT Authorities.
5. In case of any breach, movement, disconnection, tempering of the GPS device, the alerts / notification must go to all the required authorities. Supplier shall ensure that signals are always available to the equipment and connectivity to cloud should be always available may be with the help of external Antenna or signal booster.
6. The GPS has an on-site warranty of 2 years. All the services including the GSM SIM monthly recharge are included in the price for the first year from date of installation.
7. The Supplier undertakes that it is fully aware of the requirements of the PCPNDT Laws and Regulations in the State of Rajasthan and more particularly the technical and service requirement under Circular No. F.32(99)/NRHM/CSR/PCPNDT/PART-3/2659 DATED: 22-09-2015 and shall comply with the technical and service requirement.
8. The following services shall be provided by the supplier :

General	SMS/ Email Alerts	Reports*
<ul style="list-style-type: none">• Auto Track• Historical Data• Replay tracking• User Creation• Sub User Creation• Current Location• Minimum onsite warranty for 2 years	<ul style="list-style-type: none">• Battery Disconnect• Geo Fence In/Out• Over speed Alerts• No Data Transmission from last 24 hours• Non Signal• Low Battery• Power Cut• Installation	<ul style="list-style-type: none">• User Log Report• Current location Report• Geo Fence In/Out Report• SMS Utilization Report• Over Speed Report• No Data Transmission from last 24 hours Report• Non Signal Report• Low Battery Report• Power Cut Report• Installation Report• Customized Reports



ANNEXURE 2

SIEMENS

Code of Conduct for Siemens Suppliers and Third Party Intermediaries

This Code of Conduct defines the basic requirements placed on Siemens' suppliers and third party intermediaries concerning their responsibilities towards their stakeholders and the environment. Siemens reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Siemens Compliance Program. In such event Siemens expects the supplier to accept such reasonable changes.

The supplier and/or third party intermediary declares herewith:

- **Legal compliance**
 - to comply with the laws of the applicable legal systems.
- **Prohibition of corruption and bribery**
 - to tolerate no form of and not to engage directly or indirectly in any form of corruption or bribery and not to grant, offer or promise anything of value to a government official or to a counterparty in the private sector to influence official action or obtain an improper advantage.
- **Fair competition, anti-trust laws and intellectual property rights**
 - to act in accordance with national and international competition laws and not to participate in price fixing, market or customer allocation, market sharing or bid rigging with competitors;
 - to respect the intellectual property rights of others.
- **Conflicts of interest**
 - to avoid all conflicts of interest that may adversely influence business relationships.
- **Respect for the basic human rights of employees**
 - to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
 - to respect the personal dignity, privacy and rights of each individual;
 - to refuse to employ or make anyone work against his will;
 - to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - to comply with the maximum number of working hours laid down in the applicable laws;
 - to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- **Prohibition of child labor**
 - to employ no workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of 14.
- **Health and safety of employees**
 - to take responsibility for the health and safety of its employees;
 - to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - to provide training and ensure that employees are educated in health and safety issues;
 - to set up or use a reasonable occupational health & safety management system¹⁾.
- **Environmental protection**
 - to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - to minimize environmental pollution and make continuous improvements in environmental protection;
 - to set up or use a reasonable environmental management system¹⁾.
- **Supply chain**
 - to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
 - to comply with the principles of non discrimination with regard to supplier selection and treatment.
- **Conflict Minerals**
 - to take reasonable efforts to avoid in its products the use of raw materials which directly or indirectly finance armed groups who violate human rights

¹⁾ For further information see www.siemens.com/procurement/cr/code-of-conduct





Declaration of the Supplier:

We hereby declare the following:

1. We have received a copy of the "Code of Conduct for Siemens Suppliers and Third Party Intermediaries" (hereinafter referred to as the "Code of Conduct") and hereby commit ourselves, in addition to our commitments set out in the supply agreements with Siemens, to comply with its principles and requirements.
2. We will provide Siemens – but not more than once a year – upon request either, at our option, with (i) a written self-assessment in the form provided by Siemens or (ii) a written report approved by Siemens describing the actions taken or to be taken to assure our compliance with the Code of Conduct.
3. We agree that Siemens or a third party appointed by Siemens and reasonably acceptable for us, shall be entitled (but not obliged) to conduct – also at our premises – inspections in order to verify our compliance with the Code of Conduct.

Any inspection may only be conducted upon prior written notice of Siemens, during regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with our business activities nor violate any of our confidentiality agreements with third parties.

We further agree to reasonably cooperate in any inspection conducted and to bear our expenses in connection with such inspection; Siemens will bear its expenses

4. We agree that this declaration is subject to the substantive law in INDIA without reference to any of its conflict of law rules.

Place, date

Signature

Name (BLOCK CAPITALS), Function



Company Seal

This document must be signed by an authorized representative of the company and returned to Siemens within 20 working days of receipt.

SAFETY & ENVIRONMENT REQUIREMENTS FOR SIEMENS LOCATIONS & PROJECT SITES

- Contractor shall obtain Siemens Corporate Occupational Safety, Health & Environment Policy. Understand & implement the applicable content of this policy.
- Ensure that only competent & experienced persons are deputed at Siemens premises. These persons should be trained for fire fighting, safety in their job & their training record should be available.
- Prior to start of work, contractor should discuss with Siemens Official about details of safety & environment requirements.
- Ensure that system of safety work permit is followed & requirements mentioned are fulfilled. Contractor shall also follow the applicable requirements (including legal) of Environment Management System & Safety Management System.
- Ensure that necessary Personal Protective Equipments (PPEs) like Safety shoes, helmet, goggle, gloves etc & safety gadgets are provided & used appropriately by the concerned person/s at site.
- All PPEs shall be of IS standard & as per Siemens requirement.
- For height work, provision & use of life line, fall arrestor, full body harness & Safety Helmet is must.
- Contractor to ensure safe access & egress for his workplace. For height access, steel scaffold shall be used.
- Contractor to ensure that traffic rules are being followed while his vehicles are in Siemens premises.
- Contractor should display necessary safety signages & barricades at workplace.
- Contractor shall ensure for reporting of every accident/ dangerous occurrence occurring in Siemens premises to concerned Siemens Official with duly filled Accident Report Form & corrective actions for preventing recurrence.
- Non-compliance of the Safety & Environment requirements will amount for Rs. 1000/- per violation which will be deducted through the bill.
- The Contractor should submit & discuss method statement (Job Safety Analysis) with Siemens Official before start of job.

Format for Job Safety Analysis Report

Sr. No.	Steps involved in the Job	Hazards	Controls	SIEMENS Official's Remark
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SAFETY & ENVIRONMENT REQUIREMENTS IN SUPPLIER'S PREMISES

- Contractor shall obtain Siemens Corporate Occupational Safety, Health & Environment Policy. Understand the contents & intent of this policy.
- Contractor shall comply with applicable legal requirements pertaining to Safety & Environment.
- It is advised that contractor should develop & implement Safety & Environment Management System.