



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

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Purchased by	: AGFA HEALTHCARE INDIA PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SWAMI RAMA HIMALAYAN UNIVERSITY
Second Party	: AGFA HEALTHCARE INDIA PVT LTD
Stamp Duty Paid By	: AGFA HEALTHCARE INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Court Compound, Dehradun.

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (M.O.U.) is made on **31st day of August 2019** –
BETWEEN

Swami Rama Himalayan University (SRHU), having its registered office at **Swami Rama Nagar, Jolly Grant, Dehradun, Pin-248140**, through its **Registrar** for its teaching hospital "Himalayan Hospital" (herein after called the "**HOSPITAL**" which expression unless the context otherwise requires shall mean its successors, administrators, executors and assigns, etc) of the **FIRST PART** :

AND

Agfa HealthCare India Pvt. Ltd., a wholly owned subsidiary of Agfa N.V., having its registered office at :**Nitco Biz Park Unit No. 402, 4th Floor, Plot No. C/19, Rd No. 16, Wagle Industrial Estate, Thane West – 400604, Maharashtra, India** through its **Sales Manager** (hereinafter called the "**VENDOR**" which expression unless the context otherwise requires shall mean its successors, administrators, executors and assigns) of the **SECOND PART** :

neelam shrestha



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WHEREAS party of the First Part, a constituent unit of **Swami Rama Himalayan University (SRHU)**, a State Private University established under Uttarakhand ACT No 12 of 2013, is a 750 (Seven Hundred and Fifty) bed multispecialty hospital and,

WHEREAS party of the Second Part is a Company engaged in the marketing and sales of healthcare hard copy films, computed radiography systems, hardcopy printers, CR workstations & software and services relating thereto,

WHEREAS party of the First Part is a health care service provider group with reputed hospitals and departments providing diagnosis, treatment and care to patients and interalia is desirous of digitizing the X Ray department workflow at the hospital by way of Computed Radiography (CR),

WHEREAS this MOU sets forth the principal terms & conditions of a transaction under which party of the First part intends to engage party of the Second Part to install CR System at X ray Department at the premises of party of the First part i.e. Himalayan Hospital, Dehradun.

NOW THEREFORE, the parties hereto agree as follows-

1. That it is hereby agreed between both the parties that the period being granted under this MOU shall entail a period of 5 (FIVE) years from the execution of this MOU by both the parties. At the end of the 5th year both the parties shall review the situation and after mutual discussion decide on the future course of action.
2. The Brand New Top of the Line High End Multiloader CR system shall be installed by the Party of Second part at the identified premises of Radiology Department site of the Party of the First part. The configuration shall be as per Annexure - A. The mentioned configuration shall be installed free of cost by the Party of the Second Part.
3. That the Party of the First part shall provide the needed infrastructure facilities as per the site pre-requisites document of the Party of the Second Part. This includes, and is not limited to, sufficient space for CR system, air conditioned room in which the CR system is to be installed, power connection facilities including UPS (3 KVA online with 15 minutes back up), adequate table and chairs for workstations etc. The Party of the First Part shall provide the above facilities free of cost and the Party of the Second Part is not liable to pay for them at any time during or after the tenure of the agreement.
4. That the CR System shall be operated by qualified doctors and technicians of the Party of the First Part.
5. That the Party of the Second Part shall be responsible for preventive as well as breakdown maintenance of CR Systems. Such technical support services may be performed directly by personnel of the Party of the Second part or by personnel of any firm duly authorized by the Party of the Second Part.
6. That the Party of the Second Part shall bear the cost of spares & labour charges for the repair/maintenance of the CR Systems in course of normal breakdown of the CR systems. In case of Part failure of the CR systems, due to negligence or faulty handling of the systems by the operators of the Party of the First Part, cost of the spare & labour charges shall have to be paid for by the Party of the First part.
7. That in the event of the failure of CR System the First Party shall inform the Second party, through e-mail/ letter and the second Party shall depute their Engineer/ Expert to look into the problem within 24 hours of the receipt of such information/ complaint from the First Party (Excluding Sundays)
8. That the Party of the Second Part shall make all possible efforts to render adequate training to radiologists as well as technicians who will operate the CR System.
9. That the Party of the First part shall purchase the consumables viz. Dry Films, Cassettes, IPs etc. from the Vendor/Authorised distributor of the party of the Second part at the rates mutually agreed in this MOU. Details of Film Prices are given in the ANNEXURE-B ,wherein the Party of the Second part has agreed to give a discount of 10% on existing rates as per previous MOU for a period of 5 years from the date of installation of the system. The Party of the First Part agrees to make the payment to the



Vendor/ Authorised distributor of the Party of the Second Part within 30 days from the date of receipt of the invoice at the hospital of supply of the consumables.

10. That the Party of the First Part shall use AGFA DT2B exclusively for all their Radiological image printing requirements.
11. That the Film Price shall remain constant during the period of this contract. In case any changes in Govt. levies, or any upward changes in exchange rate of 10% and above for a period of 45 days or more, shall attract an upward revision of the film prices and vice-versa.
12. That in the event, where whole or part of CR system is lost, stolen or destroyed or damaged beyond repair due to the fault of the Party of the First part or that of its agents or employees, the Party of First part shall compensate the party of the Second Part for the loss at the rate of book value of the asset. However, termination of this agreement shall not entitle either party to any compensation owing to the termination of the contract.
13. That during the period of this contract, the Party of First part shall not challenge Agfa Health Care India Pvt. Ltd.'s right of title or interest in the CR System.
14. That in case of any change in the foreign policy/ Indian foreign Policy/ Govt. Levies / Significant currency Fluctuations, the Party of the First Part and the Party of the Second Part shall have all rights to renegotiate the terms mentioned in this MOU.
15. That the Vendor/ Authorised distributor of the Party of the Second Part (M/s Agfa HealthCare India Pvt. Ltd.) shall maintain inventory for minimum one month to avoid any unforeseen circumstances affecting the supply.
16. That the Party of The Second Part shall have the flexibility to terminate the MOU if the consumables off-take falls to a level below the minimum expected threshold value of Rs. 7 (Seven) lakh per month (calculated at basic price of the invoice) for 02 consecutive quarters from the date of the installations. Similarly, the Party of the First Part can terminate the MOU if there is an evidence of poor quality of products/ technical support and/or sub-optimal supply of consumables being supplied to it.
17. That the Party of the First Part shall place the order for the consumables on a monthly basis. However intern additional requirements ordered, as and when required, by the Party of the First part shall need to be also provided timely by the Party of the Second part.
18. That the Party of the Second Part shall supply the consumables ordered by the Party of the First Part within a gap of 30 days from the date of its last monthly supply failing which be the Party of the First Part shall be entitled for penalty charges for each business day on daily basis (@Rs.100/- per film for the total numbers of films used per day). This clause shall not be applicable if the payment are not released as per the agreed terms and conditions of MOU.
19. That the tenure of this contract shall be for a minimum period of 5 years. At the end of the 5th year, the ownership of CR system installed by the Party of the Second part shall be deemed to have been transferred to the Party of the First Part.
20. That the consumables ordered by the Party of the First part shall match the minimum expectation threshold value of Rs. 7 lakh per month for the tenure of this contract. In case the value of total consumables, to be ordered during the tenure of this contract, is achieved at an earlier date before the expiry of the contract, the ownership of the CR system installed by the Party of the Second Part shall be deemed to be transferred to the Party of the First Part on such date. The Party of the Second Part shall willingly consent to such transfer of ownership. Once the ownership is transferred the second party shall enter into a CMC contract with the First Party. The prices of CMC shall be Rs 8 Lacs + Service Taxes as applicable. If the Party of the First Part continues to maintain the minimum consumable consumption level then a discount of 50% shall be provided by the party of Second Part on CMC charges.
21. That the Party of the First Part shall not hypothecate, transfer, part with possession or sublet or create any encumbrance on the above CR system installed by the Party of the Second Part.
22. That under no circumstances shall either of the parties proceed to any Court of Law without exhausting local remedies, as provided herein above. However, all matters shall be subject to the jurisdiction of Dehradun.

Nashin Bhattacharya



In witness whereof the parties have executed this MOU in duplicate, each party receiving one original.

On Behalf of

Swami Rama Himalayan University

for Himalayan Hospital

Through it's Registrar

Rashmi Mathur

Party of the First Part



On Behalf of

Agfa Health Care India Pvt. Ltd.

Through Its Sales Manager



Party of the Second Part

(Y. K. SISOPIA)

Witnesses-

1 Signature

Name :

Father's Name

Address

Ran
Rashmi Naugaim
Lat-sh. S. R. Naugaim
MMD SRHU
Jolly Grant D BN

2 Signature

Name :

Father's Name

Address

Ran
Ranjay Talwar
Shs - Ran Talwar
5C/82 NIT, Faridabad,

ANNEXURE-A

Description	
- DX-M Digitizer (Mammo Complaint Multiloader CR system)	1
- NX Platform Workstation	1
- NX Enterprise	1
- NX Starter Pack	1
- NX Precision tools License (Includes- Latest Generation Post Processing Software- MUSICA-2, Annotation tools , Measurement Tools for Leg Length Differences and Scoliosis)	1
- NX Optiview	1
- ADC MD 4.0 T Cassettes with MD 4 Image Plates of sizes-	
35 cm x 43 cm	3
24 cm x 30 cm	3
- 10 / 100 Base T Hub for Networking	1
- Digital Screen Cleaner	1
- CR ID Tablet	1
- Monitor	1
DS Alys – 508 dpi printer	1

neelu sharma



ANNEXURE-B

Agfa DT2B Film Prices wef: 01Sep2019 -

ABC Code / Size	Basic Price* per packet of 100 sheets (INR)	GST as applicable @12% as on date	Price Inclusive of GST (INR) (FOR Destination)
5QSU6 / size 8x10	1984.50	238.14	2222.64
5QSV8 / size 10x12	2900.82	348.10	3248.92
5QSWB / size 11x14	3740.35	448.84	4189.19
5QSXD / size 14x17	5725.69	687.08	6412.78

Mahin Hattar

