

தமிழ்நாடு तमिलनाडु TAMILNADU

Raja Medical Systems Coinsetore

து. சத்தைமார்

முத்திரைத்தாள் விற்பணையாளர் 11 முத்துசாமி சேர்வை வீதி.

குனியமுத்தூர். கோயமுத்தூர் - 641 008 L.No. 928/as1/2021-15/CBE

BD 389733

MEMORANDUM OF UNDERSTANDING

"FOR BIO MEDICAL EQUIPMENTS MAINTANANCE SERVICES"

AGREEMENT ENTERED IN TO BY THE PHC, THUMMANATTY, THE NILGIRIS. AND STATING THAT THE SIGNING AGREEMENT OF ANNUAL MAINTENANCE COSTS (AMC) FOR THE PERIOD OF 3 YEARS FROM THE DATE OF 10.02.2023

THIS AGREEMENT made the 10th FEBRUARY 2023 between PHC. THUMMANATTY. THE NILGIRIS. Of one part and RAJA MEDICAL SYSTEMS (Hereinafter called the Service Provider) of the other Part.

WHEREAS the Procurer is desirous that certain services should be provided by the Service Provider, viz Bio Medical Equipments Maintenance Services and the procurer has a accepted attender submitted by the Service Provider for the Services for price quoted on the basis of 12,000 PER YEAR/-(Hereinafter called the contract price).

> Centre, Govt. Primary H. Tue Vilgiria Thummanatty,

RAJA MEDICAL SYSTEMS

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOR LAWS.

Terms and Conditions

1.1 Modification Of Contract: The Contract when executed shall constitute the entire contract between the parties in connection with the jobs/ services and shall binding upon the parties modification. If any to the contract shall be in writing and with the consent of the parties services shall be valid for a Period of 3(Years) from the date of approval by the authority and it could be cancelled at any time after providing an opportunity of hearing by the Authority in case the service provider does not follow the rules, regulation and terms and condition of the contract and or RFp However, based on performance can be extended to another term of 3(three years)

1.2 Applicable Law and Jurisdiction of Court:

The contract shall be governed by and interpreted in accordance with the laws of india for the time being in force. The Court located at the place of issue of contract shall have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter

1.3 Scope of Work:

The obligations of the Service Provider under this service contract shall include following service activities and commitments.

- (i) To maintain Biomedical Equipment in the lab.
- (ii) To maintain Periodic PPM and QMS as Quarterly / Half Yearly
- (iii) To provide 24x7,365 days uptime of 95% for all medical equipment in lab At no point of time in a single breakdown, the breakdown should not be more than 7 days from the date and time of registration of fault.
- (iv) Medical Equipments that are already in AMC or CMC the Service Provider shall administer the contract on behalf of our lab. For this purpose, the Service Provider shall take authorization from services providers for the respective equipment for which AMC/CMC may be in existence.
- (v) For Medical Equipment that is currently under warranty the Service Provider shall administer all maintenance activities on behalf of the state health department for the entire duration.
- (vi) For all Medical Equipment that is under any form of AMC/CMC/Spares agreement or under warranty, the state health department shall not be renewing the equipment specific maintenance contracts.

Govt. Primary Fi Thummanatty, Indigirise RAJA MEDICAL SYSTEMS No. 15 V. A.C. STREET, COMBATORE - 641 011.

- (vii) The Maintenance Service Provider shall not be including cost of maintaining any equipment which is under any kind of AMC/CMC/Warranty in its first proposal and cost of such equipment shall not be included till the time existing contract(s) with other(s) is valid for the respective equipment. The maintenance Service Provider may choose to take authorization for doing maintenance such equipment from existing AMC/CMC contract holder(s).
- (viii) Maintenance costs for equipment that are currently in any AMC/CMC/Warranty Contract shall be added by the Service Provider only after the expiry of contracts for the respective equipment.
- (ix) The sole Services Provider shall however be liable to ensure upkeep time decaled in the bid for all equipment irrespective of any AMC/CMC/ Warranty status for any equipment..

1.4 Operationalization of Maintenance Services will be regarded as:

- (a) Maintenance activities Conducted on all biomedical equipments
- (b) Recruitment of trained engineering and administrative human resuource
- (c) Provide Equipment Management information System
- (d) To Provide categorization of all equipment, clearly identifying critical equipment.

Received and accepted this contract by

PHC, THUMMANATTY, THE NILGIRIS.

For and on behalf of:

RAJA MEDICAL SYSTEMS, No.15 VOC STREET, COIMBATORE-641 011.

TEL: +91-96263 13796

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0.15. V C. STREET

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