



राजस्थान RAJASTHAN

L 039625

AGREEMENT

This Agreement is made and executed on this date of \_\_\_\_\_ Month 2019 based on the Guidelines issued by the Government of Rajasthan as per notice No F32 (99)/NRHM/CSR/PCPNDT-Part3/2659 dated 22.09.2015 based on the direction dated 15.04.2015 passed by Hon'ble Rajasthan High Court, Jaipur Bench

BETWEEN

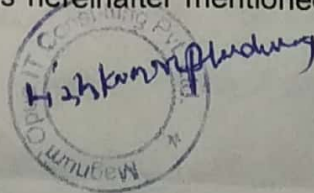
Konica Minolta HealthCare India Pvt. Ltd., a company duly incorporated under the provisions of the companies Act, 1956, having its registered office at Office No. 201, Second Floor, 215, Atrium II, Andhari (E), Mumbai-400 093 India (hereinafter referred to as the "Konica Minolta Health Care India Pvt Ltd" which expression shall mean and include its successors and permitted assigns)

And

Magnum Opus IT Consulting Pvt. Ltd. Having its Head Office at 12, Mangalam Chambers, Opp. Yena Bungalow, On the Floor Above Abhuday Bank, Paud Road, Kothrud, Pune-411038, Tele No-020-25434349 with regional office for North India at 207 Second Floor Jaipur Tower MI Road Jaipur (Raj.) Pin code-302001 Mob.8094013123 (hereinafter referred to as the Supplier)

Whereas the Buyer is a provider of Medical Solutions in Health Care Industry.

The Buyer has been in discussion with the Supplier to be engaged for the Purpose of GPS and Active Tracker Solution for the Ultrasound Machines who has agreed to supply the products on the terms and conditions hereinafter mentioned for the mutual benefit of the Parties to Agreement.



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AGREEMENT AS FOLLOWS:-

1. Scope of Agreement
  - a. Supply of the GPS and Active Tracker Devices, Installation & and Training at Customer site.
  - b. Providing monitoring software as specified by the Government for 1 Year.
  - c. Hardware and software support and maintenance.
  - d. The Buyer is entitled to place orders in pursuant to his Agreement and shall not be in other agreement for the supply of the same product.
  - e. The Equipment will be supplied against specific order on agreed price as per annexure which includes delivery up to destination.
  - f. Installation will be done by the supplier's engineer at all locations.

2. Liabilities of the Supplier:-

- a. Installation and online activation of product on site.
- b. Login to web site and ensure/demonstrate the online functioning of the device.
- c. Will keep the web site functional 24\*7 for any time tracking.
- d. Preparation of installation report.
- e. Provide website Address, user ID, Password and user manual to the concerned.
- f. Provide necessary services for continuous working of the product and attend the complaints as specified by the Government of Rajasthan.
- g. Provide necessary contact details of the service desk to the Buyer and the User of the product.

3. Price Basis and Warranty:-

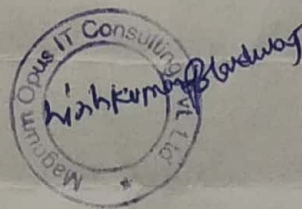
- a. Price includes packing, freight and insurance up to destination, inclusive of all Taxes, no increase of price during the period of contract.
- b. GPS Device – Model-10500/- with two Years warranty on Device, inclusive of Taxes installation and training.
- c. GPS software & service, google Licence web server for period of one Year.
- d. Active Tracker Device – 30,000/- with one year warranty on Device, software, Installation and Training of all Taxes.
- e. Price shall be for Destination basis, inclusive of Taxes shall be fixed and shall remain same for the first year and subsequently cannot be increased by more the 10% per year.

4. Mode of Payment:-

- a. The Buyer engineer shall preovier the receipt of the products to the supplier Engineer on site.
- b. The Buyer shall pay the supplier on invoice being raised and submitted to the Buyer within 15 days of the supply of the products.

5. Ordering procedure:-

- a. A written Purchase order shall be issued within the scope of the agreement including the quantity of products, description of the Products, Price, Date of Delivery and place of Delivery.
- b. Intimation of acceptance by the supplier to the buyer within 7 days of the PO.



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## 6. Schedule for Supply :-

- a. Product shall be supplied on one lot. Part Deliveries shall not be accepted. Quantity and supply of Product shall be as per the details indicated in the PO. The Supplier shall assume complete, full and Complete responsibility for Transportation of the Products to the Site of Installation mentioned in the respective order.
- b. Product shall be supplied with Installation report.

## 7. Quality :-

- a. The Product and the services associated must comply with the PCPNDT Regulation of Rajasthan Government.
- b. In case of Defect the Supplier shall take immediate action for replacement /Repair done free of Charge. Such expenses shall be borne by the supplier.
8. The Supplier shall not neglect the Purchase Order and fulfil the within a week of The PO execution. The Supplier and the Buyer are relieved of their obligation in Case of general force majeure.
9. The supplier is bound to provide after sales services as directed by the Government. The buyer Company Engineer will also be guided and necessary advice for proper operation of the products and system. Supplier shall provide four mandatory visits for customer support.
10. All notices by either parties to the Agreement must be in writing and served at the office address as specified in the Agreement.
11. This agreement shall be governed and construed in accordance with the laws of India.
12. Modifications / Amendments to this Agreement shall be valid only when the made in writing and mutually agreed upon by the Parties to the agreement.

For :- Konica Minolta HealthCare India Pvt Ltd

By :-

Name :-

Title :-

Witness :

By -

Name -

Address : Raniji wali Ward.No-1

Sharang Jaipur

For :- Magnum Opus IT Consulting Pvt Ltd

By :-

Name :- Nitin Kumar Bhardwaj

Title :- State Co-ordinator

Witness :

By -

Name -

Address :

Md. SHAMSHI  
254, New Sansay  
Nagar Jaipur