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# COMMISSIONERATE

## Health & Family Welfare Services

**No:** JDM/ICU/06/2020-21

**Date:** 23.09.2020

### CIRCULAR

**Sub:** Issue of ventilators to Private Medical Establishments in the State for COVID-19 pandemic.

**Ref:** Note no: AaKuKa 348 ACS 2020 dt 15.09.2020.

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COVID-19 is declared as pandemic of national importance and Department of Health and Family Welfare has initiated several measures to contain the pandemic.

In view of the surge in COVID cases, the need of critical care for COVID patients has also increased. Approval is obtained (as per reference cited) to provide ventilators wherever necessary to Private Medical Establishment in the State.

In this regard, the requirement of ventilators received from Private Medical Establishments in your district may be submitted to this office. Ventilators shall be issued subject to terms and conditions detailed in the MoU to be executed by the Private Medical Establishment with Department of Health and Family Welfare. (Copy of the MoU is attached).

Details may be submitted as per the enclosed Annexure.

**Commissioner**  
**Health and Family Welfare**  
**Services, Bengaluru.**

**To:**

All Deputy Commissioners.



Memorandum of Understanding

This MoU is made on the (“EffectiveDate”) by and between:

**Health and Family Welfare Department, Government of Karnataka**, represented by Director, KDLWS (hereinafter referred to as First party which expression shall unless repugnant to the context in which it is used, includes its successors and permitted assigns of the **ONE PART**.

**AND**

Private Medical College/Hospital, having its registered office at (address).....represented by its (Name) .....(hereinafter referred as “Second Party”) which expression shall unless repugnant to the context in which it is used, includes its successors and permitted assigns of the **SECOND PART**.

HFW Dept. and \_\_\_\_\_ are hereinafter referred to collectively as the "Parties" and individually as First Party and Second Party respectively.

**WHEREAS:**

- i. HFW Dept. is engaged in providing healthcare services to the general public.
- ii. HFW Dept. is desirous of entering into a MoU with Private Medical College/Hospital for lending Ventilators in view of the COVID-19 Pandemic.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, Parties hereby agree as follows:

**1. APPOINTMENT:**

HFW Dept. hereby appoints Director, KDLWS and Second Party hereby accepts this appointment and First Party undertakes to provide the Ventilators for use on Government referred COVID-19 patients on request of Second Party in accordance with the terms and conditions mentioned hereinafter.

**2. TERM:**

The term of this Agreement will commence on the Effective Date and shall remain in effect for a period of Six months initially, unless terminated by the Parties in accordance with this Agreement. Upon expiry of the said period, the Parties, upon

mutual discussion may renegotiate the terms and conditions, in terms of fresh agreement or a renewal.

3. **RELATIONSHIP:**

It is hereby specifically agreed between the Parties that, the relationship under this MOU is on principal-to-principal basis only. At no point of time and under no circumstances, the relationship is to be construed as that of a principle and agent, or a partnership or of a joint venture. Further HFW Dept. agrees and acknowledges that Second Party shall assume vicarious liability or any other liability for actions during engagement by Second Party. Second Party shall solely be liable for all actions and services.

4. **SCOPE OF SERVICES:**

HFW Dept. shall provide Ventilators on loan basis to Second Party keeping in mind COVID-19 Pandemic -

- i) Ventilators shall be provided temporarily on loan basis for a period of 6 months initially without any rental charge.
- ii) The Medical Establishments should use these ventilators only for treatment of government referred patients and SAST( Suvarna Arogya Suraksha Trust) should deduct appropriate amount from payments for the treatment of COVID-19 patients. (The amount to be deducted will be notified through a separate order by Govt. from time to time.)
- iii) The ventilators shall be returned back to Department of Health and Family Welfare after the COVID pandemic subsides in good and working condition.

Rs. 500/Per  
day per machine.

- The Second Party will not sell, assign, mortgage, pledge, underlet or otherwise deal with the said machinery but will keep the said machinery in it's own possession and will not remove the said machinery from the premises where such machinery is for the time being installed without the previous consent in writing of the First Party.
- The Second Party shall use the said product in a skilful and proper manner and shall at his own expenses keep the said machinery in good and substantial repair and condition (reasonable wear and tear excepted) and will allow the First Party, his servants or agents at all reasonable times to have access to the said machinery and to inspect the state and condition thereof.
- The Second Party shall keep the said machinery insured against fire and loss, damage or risk from whatever cause arising with some insurance company in the name of the First Party and deliver the policy of such insurance to the First Party within 15 days of this MoU. It should duly and punctually pay all premium necessary for effecting and keeping such insurance in force and produce the receipt for all such payments to the First Party on demand and will keep the First

Party indemnified against all loss or damage to the said machinery from whatever cause the same may arise.

- If the said machinery is destroyed by fire or lost by theft, all moneys received in respect of such insurance shall be received by the First Party, who may apply such moneys either in making good the damage done or in replacing the said machinery by other articles of similar description and quality and such substituted articles shall become subject to hire in the same manner as the articles for which they shall have been substituted.
- The Second Party covenants with the First Party that he will not do or omit to do any act which may result in seizure and/or the confiscation of the said machinery by the Central or State Government or local authority or any public officer or authority under any law for the time being in force.
- The Second Party shall pay all licence fees, taxes, etc. payable to the Government, local authority in respect of the said machinery and if the First Party is compelled to pay such licence fees, taxes, etc., the hirer shall forthwith repay the said amounts paid by the First Party.
- The stamp duty and other incidental expenses relating to the execution of this Agreement will be borne by the Second Party.
- Monthly review of the utilization may be overseen by a committee consisting of one representative nominated by Director, KDLWS, one representative nominated by ED, SAST , Deputy Director (Medical-1), HFW Services.

5. **COMPLIANCE WITH LAWS:**

Second Party will perform its obligations under this MoU in strict compliance with all applicable Laws.

6. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous and understandings, agreements and representations whether oral or written. No supplement, modification or amendment of this Agreement will be binding unless in writing which states that it is an amendment of this Agreement and which is signed by an authorized representative of each party who is authorized to amend this Agreement.

7. **GOVERNING LAW:**

This Agreement shall be governed by and interpreted in accordance with the laws of Republic of India. In this context, the expression law takes within its fold statutory law, judicial decisional law and delegated legislation as well.

8. **ARBITRATION CLAUSE:**

Any disputes arising shall be mutually settled by the 2 parties failing which the matter shall be referred to the arbitration authority who shall be Additional Chief Secretary/Principal Secretary , Health and Family Welfare Department.

9. **TERMINATION CLAUSE:**

The MoU shall stand terminated through a 15 days written notice by either party.

10. **FORCE MAJEURE:**

Neither Party shall be liable to the other for any failure of performance hereunder which is due to an act of God, riot or civil commotion etc., which are not within the reasonable control of the defaulting Party.

IN WITNESS WHEREOF the Parties have hereunder set and subscribed their respective hand and seals, the day and year first hereinabove written.

For HFW Dept.  <b>AUTHORISED SIGNATORY</b> <b>Witness:</b> _____ Name: Address: Contact no: Emil id:	For _____  <b>AUTHORISED SIGNATORY</b> <b>Witness:</b> _____ Name: Address: Contact no: Email id:
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**ANNEXURE - 1**

**EQUIPMENT DETAILS**

<b><u>SL NO</u></b>	<b><u>PRODUCT NAME</u></b>	<b><u>SERIAL NO. OF PRODUCT</u></b>	<b><u>QTY.</u></b>	<b><u>REMARKS</u></b>