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Non-Judicial

Rs 30,000/-

Description : CONTRACT - Z2A(b)
 First Party : Fresenius Medical Care Pakistan Private Limited [35202-7069962-1]
 Second Party : PMU Primary and Secondary Health [10000-0000000-0]
 Agent : Muhammad Ijaz [38404-6040346-9]
 Stamp Duty Paid by : Fresenius Medical Care Pakistan Private Limited [35202-7069962-1]
 Issue Date : 21-Dec-2023, 12:02:18 PM
 Paid Through Challan : 20235EE533D9CAEF
 Amount in Words : Thirty Thousand Rupees Only

Please Write Below This Line



Primary & Secondary Healthcare Department

CONTRACT FOR THE PROCUREMENT OF SERVICE LEVEL AGREEMENT FOR DIALYSIS MACHINES INCLUDING ALL ACCESSORIES

BETWEEN

PROJECT MANAGEMENT UNIT, PRIMARY & SECONDARY HEALTHCARE DEPARTMENT

AND

M/S FRESENIUS MEDICAL CARE



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CONTRACT AGREEMENT

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CONTINUATION SHEET

THIS CONTRACT is made at Lahore on 21st December, 2023, between the **Project Management Unit, Primary & Secondary Healthcare Department (31 E/I, Gulberg-III, Lahore)** (hereinafter referred to as the "Procuring Agency") of the First Part; and **M/S FRESENIUS MEDICAL CARE** a firm having its registered office at 27C III, TAMC, first floor, MM Alam Road, Gulberg III, Lahore Pakistan (hereinafter called the "Service Provider") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Purchaser on behalf of its Procuring Agency invited bids for procurement of services, in pursuance where of **M/S FRESENIUS MEDICAL CARE** being the Manufacturer/ authorized Supplier/ authorized Agent of **DIALYSIS MACHINES INCLUDING ALL ACCESSORIES MAKE: FRESENIUS MODEL: 4008s** in Pakistan and ancillary services offered to supply the required Services; and Whereas the Procuring Agency has accepted the bid by the Supplier for the service level agreement of **DIALYSIS MACHINES INCLUDING ALL ACCESSORIES** and services as per details mentioned in the table below.

NO	ITEM	APPROVED UNIT PRICE (INC. TAXES)	TOTAL QUANTITY	SLA COST FOR ONE (1) YEAR (INC. TAXES)	NO. OF YEARS	TOTAL SLA COST FOR THREE (3) YEARS (INC. TAXES)	AMOUNT OF PERFORMANCE SECURITY	STAMP DUTY
1	DIALYSIS MACHINES INCLUDING ALL ACCESSORIES Brand: Fresenius Model: 4008s Service Level Agreement Validity: 03 years		140		03			

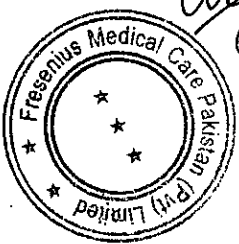
Note: This SLA is only valid for equipment centrally procured in 2016-17 & 2017-18 P&SHD.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
- The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz: -
 - the Bid Form and the Price Schedule submitted by the Bidder
 - the Technical Specifications, details of equipment & allied requirements
 - the General Conditions of Contract
 - the Special Conditions of Contract
 - the Scope of Services
 - the Procuring Agency's Notification of Award
 - the Complete Bid Document
 - any other documents related to this Service Level Agreement
- In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Service Provider/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.



4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. Service Provider hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, Service Provider represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
7. Service Provider certifies that has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. Service Provider accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be void able at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, Service Provider agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by Service Provider as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab.



- 10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration Secretary Primary & Secondary Health Care Department or his nominee shall act as arbitrator. The decisions taken and/or award made by the Arbitrator shall be final and binding on the Parties.
- 11. The Contract shall not constitute a partnership between the parties and that the Service Provider shall not in any manner represent itself as agent or authorized representative of the Procuring Agency of the Government of the Punjab etc. or be considered as such included.
- 12. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

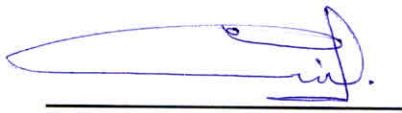
IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at (the place) and shall enter into force on the day, month and year first above mentioned.

Sign/ Seal by the Supplying Firm


-For & On Behalf of-
Service Provider

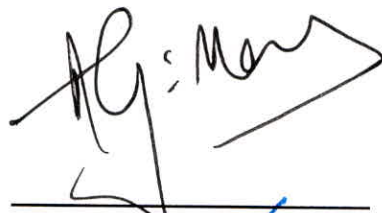



Authorized Signatory 1


Authorized Signatory 2



Authorized Signatory 3

Sign/ Seal by the Procuring Agency


Secretary
Primary & Secondary
Healthcare Department


Project Director
PMU-P&SHD


Director BERC-P&SHD

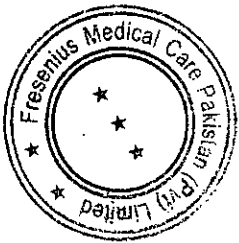

Procurement Specialist
PMU-P&SHD

Section-II. General Conditions of Contract

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Agency under the Contract.
- (d) "The Services" means those services and other such obligations of the Service Provider covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Agency" means the organization purchasing the Services, as named in SCC.
- (h) "The Procuring Agency's country" is the country named in SCC.
- (i) "The Service Provider" means the Bidder or firm supplying the Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.
- (l) "End User" means health facility.



2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1. All Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. The origin of Services is distinct from the nationality of the Service Provider. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/ work plan/ deputation plan.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

5.1. The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.

5.4. The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the donors, if so required by the donors.

6. Performance Guarantee

6.1. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss

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- A signature at the bottom left.
- A circular official stamp of the Ministry of Education, Government of Punjab, Pakistan, with a star in the center and the word "Punjab" at the bottom.

resulting from the Service Provider's failure to complete its obligations under the Contract.

6.2. The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

7. Incidental material

7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC:

8. Payment

8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.

8.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

8.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Service Provider, provided the work is satisfactory.

8.4. The currency of payment is *PKR*.

9. Prices

9.1. Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC.

10. Change Orders

10.1. The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.

10.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the

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Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

11. Contract Amendments

11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

12. Assignment

12.1. The Service Provider shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

13. Sub-contracts

13.1. The Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

13.2. Subcontracts must comply with the provisions of GCC Clause 12.

14. Delays in the Service Provider's Performance

14.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/ Work Plan/ Deputation Plan as prescribed by the Procuring Agency in Section VII.

14.2. If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages.

15. Liquidated Damages

15.1. Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

16. Termination for Default

16.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

- (a) if the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;
- (b) if the Service Provider fails to perform any other obligation(s) under the Contract; or
- (c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the

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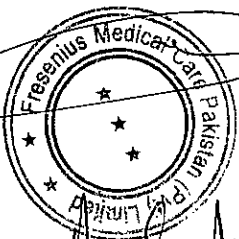
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procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

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Below it, there are several smaller handwritten marks and signatures, including one that appears to be "Jalwa".

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In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it

deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

17. Force Majeure

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

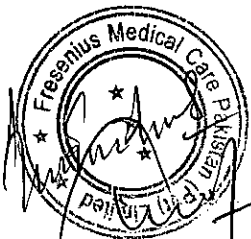
18. Termination for Insolvency

18.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

19. Termination for Convenience

19.1. The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify

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that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

19.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Services, the Procuring Agency may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Service Provider—an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.

20. Resolution of Disputes

20.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

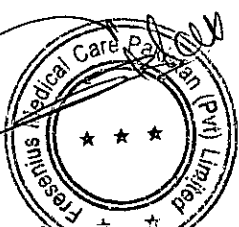
20.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940. The Arbitrator will be nominated by the Competent Authority of P&SHD.

21. Governing Language

21.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

22. Applicable Law

22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.



23. Notices

23.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. Taxes and Duties

24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

25. Change in minimum wage rate

25.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased in minimum wages declared for such category.

26. Extension in Contract period

Initially the contract will be for three (03) years. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of three (03) years on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract.

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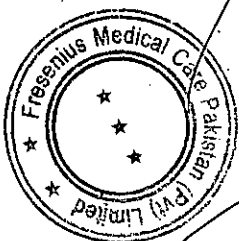
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Section-III. Special Conditions of Contract

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: Primary & Secondary Healthcare Department

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Service Provider is: **[M/s Fresenius Medical Care]**

2. Performance Guarantee (GCC Clause 6)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: Two (02) percent of the Contract Price.

3. Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials to be provided are:
(Not Applicable)

4. Payment (GCC Clause 8)

GCC 8.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

Payment for Services provided:

Payment may be made in Pak. Rupees in the following manner:

(i) Running Bill modality.

5. Prices (GCC Clause 9)

GCC 9.1—Prices shall be fixed and shall not be adjusted.

6. Liquidated Damages (GCC Clause 15)

GCC 15.1—Applicable rate: [As described in the scope of services.]

Maximum deduction: As described in the scope of services.

7. Resolution of Disputes (GCC Clause 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

8. Governing Language (GCC Clause 21)

GCC 21.1—The Governing Language shall be: [English]

9. Applicable Law (GCC Clause 22)

GCC 22.1—The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab, Pakistan.

10. Notices (GCC Clause 23)

GCC 23.1—As per contract agreement details.



Section-IV. Scope of Services

1. Equipment Covered:

The service provider shall be responsible for the service, maintenance, repair and replacement of the components/ parts of the biomedical equipment for which the SLA is being signed including batteries and probes etc. but excluding only those consumables which are required in the operation of the equipment. Tentative list of equipment with details of health facility is annexed.

2. Maintenance Services:

The service provider bound to conduct bi-annually visits per site of the qualified technical personnel/engineer for the periodic preventive maintenance. However, the visit for corrective maintenance shall be conducted by the service provider as and when required. The Service Provider shall attend the complaint regarding malfunctioning of biomedical equipment within 24 - 48 hours from lodging of the complaint and/or arrange its alternative/ backup (if time is required to resolve the issue). The Engineers of BERC will follow-up the complaint till its resolution.

3. Repairs and Calibration:

The equipment which required calibration will be calibrated as per the manufacturer recommendation (Bi-annual ppm is mandatory). The faulty part / component shall be replaced by the service provider immediately and the service provider will refrain from adopting any hack/non-conventional method other than specified by the manufacturer.

4. Up-gradation:

Software and hardware up-gradation of the system should be carried out as and when launched/ recommended by the manufacturer during the Service Level Agreement.

5. Spare Parts and Consumables:

The Service Provider shall maintain optimum inventory of spare parts of every kind regardless of the fault or frequency of malfunctioning that are required for the smooth functioning of equipment. Any part which needs to be repaired/ replaced shall /may be assessed jointly with the engineers of BERC and repaired/ replaced accordingly.

6. Service Level & Penalties:

- i. The Service Level Agreement will start from the date of signing of contract. Equipment which is still uninstalled will be covered under standard warranty period of one year after installation. SLA of such equipment will start from the date of completion standard warranty period. An annual uptime of 95% is considered as acceptable level of performance. If the uptime percentage for the measurement period (06-months) shall fall short of 95% the following formula will be applied to determine additional days in the service contract period.

UP-TIME	PENALTY
100% - 95%	No Penalty
94.9% - 90%	The service period will be extended by 2.0 times the number of days as extra down time.
89.9% - 80%	The service period will be extended by 3.0 times the number of days as extra down time
Below 80%	The service period will be extended by 4.0 times the number of days as extra down time

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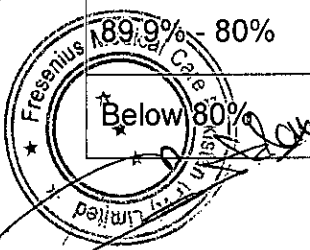
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- ii. Health facility wise Log Book for each equipment shall be maintained by the Service provider and verified by the Medical Superintendent of the health facility and concerned In-charge of Medical Equipment Repair Workshop/ Representative of BERC. This will include the name of the equipment, down time, preventive maintenance schedule, corrective maintenance, replacement of parts etc.
- iii. Uptime shall be defined as the time available to the user for doing procedures/ data acquisition and processing during working hours throughout the year except gazette holidays (from 9.00 am to 5.00pm) except for equipment placed in Emergency and Gynae Departments.
- iv. Down time is defined as the failure in the equipment operation to acquire or process the data or procedure, resulting in inability to carry out the required procedure properly.
- v. Down time will start when health facility / BERC notifies the service provider in writing or by electronic means.
- vi. Down time will end once the repairs have been affected and the system is again available for use. BERC and the end user along with the service provider will jointly address the complaint and BERC will verify the downtime of the equipment claimed by the service provider in the invoice. Downtime will be calculated and implemented Bi-annually. Payment will be made after imposition of the downtime penalty. The next measurement period of uptime of equipment will start after the completion of previous measurement period with the imposed downtime penalty. The Bi-annual payment will be calculated from the annual SLA cost quoted by the bidder *(For example: Bi-annual payment = Annual Payment / 2)*
- vii. An "Optimal Percentage" will be calculated by dividing "System in Service" hours by hours available, both measured on the basis of working hours as detailed above.
- viii. Remote service via modem shall be preferred if provided by the manufacturer to pick-up early faults at no cost to the end user.
- ix. The manufacturer / supplier / Service Provider shall keep a check for electrical / magnetic / temperature and humidity conditions. Such a check should be made bi-annually or as per manufacturer recommendation and record should be maintained in the log book available with the end user/ service provider.

7. Responsibility Matrix:

- a. In the event of complaint, the end-user/health facility lodge complaint to service provider beside lodging same on the helpline of BERC i.e., Phone No. 1454 / 042-99056000 / any defined official contact No., immediately after the malfunctioning of equipment.



b. The representative/ concern officer of the BERC will check with the database to check whether the complaint item is in SLA or not, if found in SLA, BERC will inform the service provider (along with PMU Technical Official) immediately telephonically / electronically via email. Additionally, the service provider shall submit/provide its official dedicated contact details (Phone & E-mail) to PMU-P&SHD & BERC-P&SHD before the signing of contract, which may be updated from time to time, if required, for the purpose of correspondence regarding complaints regarding functionality of Bio-Medical equipment.

c. The Service Provider shall respond to the complaint within 24-48 hours from the time of receiving the complaint (telephonically or by email) and provide feedback regarding its status whether resolved/pending/under-observation to the Engineers of BERC.

d. Upon resolution of the complaint, a report will be issued by the Service Provider duly signed by the Medical Superintendent/ In-charge of that health facility along with NMS / Biomedical Engineer (For DHQ/THQ only). The same report will be annexed with the invoice along with other documents.

8. Training:

The service provider shall train the staff/operator on the operational use of the equipment as per manufacturer recommendation from time to time. The service provider shall clearly communicate the correct usage, care and maintenance on staff level both verbally and in written, and be liable to ensure the implementation accordingly. The training may be requested by the MS / BERC or can be self-initiated by the firm to build the capacity of the staff.

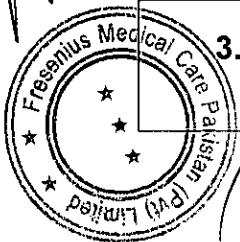
9. Payment:

a. The Payment to the service provider shall be in Pak. Rupees.

b. The service provider shall submit invoices Bi-Annually (SKU / single equipment wise / Unit) as per below checklist. The invoices will be vetted by BERC and submitted to PMU-P&SHD for payment process.

c. The Invoice of the Service Provider shall be submitted in the manner as follows;

Invoice Checklist (to be attached with invoice for each SKU / single equipment wise / Unit)		
Sr. No.	Description	Annexure
1.	Original invoice/bill(s)	A.
2.	PPM Report: Duly signed by MS / In-charge Health Facility along with NMS / Biomedical Engineer (For DHQ/THQ only)	B.
3.	Logbook Bi-Annually Duly signed by MS / In-charge Health Facility along with NMS / Biomedical Engineer (For DHQ/THQ only)	C.

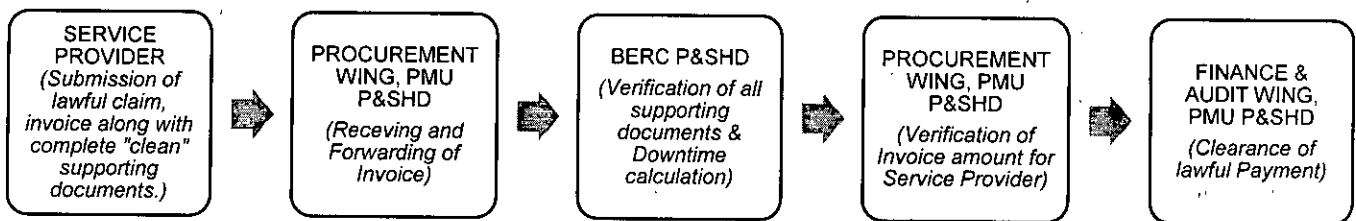


4.	Service/Complaint Reports (If any)	D.
5.	Pending complaint status of the invoiced period (If any)	E.
6.	Detail of part replaced (if any); <i>(If required)</i>	F.
7.	Training Operational Training Report of Staff Bi-Annually <i>(If required)</i>	G.
8.	Any other document if required for processing of payments	H.

Note:

- i. The Service Provider must submit the invoice in proper file cover, for each SKU / single equipment wise / Unit wise.
- ii. It is mandatory for each supporting documents to be signed & stamped by MS / In-charge Health Facility and relevant NMS staff (Biomedical Engineer or any other NMS with additional charge of Biomedical Engineer).
- iii. In case of training conducting, the attendance of the training must be signed & stamped by MS and relevant NMS staff.
- iv. The page numbering of the whole invoice must be done adequately and documents must be attached in the same sequence / order as mentioned in the table.

INVOICE PROCESSING MECHANISM



M/S FRESENIUS:

14 Fresenius Haemodialysis Machine

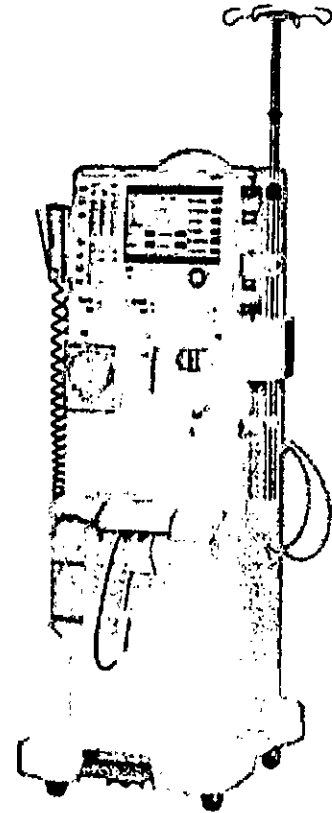
Model : 4008S (The Next Generation)

Software Version: 11.91

Launched in September 2014

Manufacturer: Fresenius Medical Care, Germany

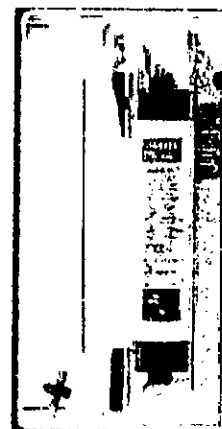
- In-line Bicarbonate Mixing Module (bibag)
- Color LCD Monitor 10.4"
- Trusted accuracy of Fresenius' closed-volumetric-fluid-balancing system & UF monitor.
- Cumulative graphical display, programming masks, informative & context sensitive guide
- Intelligent monitoring of set alarm limits.
- Ultrapure dialysate, at flow capabilities adapted to the needs of high efficiency dialysis
- Sodium & UF Profiling.
- Accepts ready-to-use, pre-mixed, and dry bicarb powder concentrates
- Automated dialysis preparations (testing, filling, tube threading, etc.)
- Heat disinfection at 80Co
- decalcification, & rinsing in one process.
- Accepts pediatric blood line systems
- Processor-controlled syringe pump w/ bolus capability
- Built-in backup battery
- Traffic light for large centers, built-in tray
- Heparin Pump



Diasafe® Plus – ensure ultrapure dialysate

Due to its high retention properties for microbiological contaminants the Fresenius Polysulfone® dialysate fluid filter DIASAFE® Plus prevents the passage of microbial substance and assures ultrapure dialysis fluid, independent from the type of dialyser and treatment modality selected:

- Maximum safety due to an automated filter integrity test prior to each treatment.
- Automatic control of the filter life time.
- Automated programme for exchanging the filter.

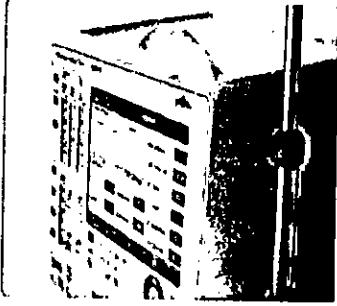


Aseptic connection technology developed for the hygienic, easy and fast installation of the DIASAFE® Plus.



OCM / Online Clearance Monitoring

The Online Clearance Monitoring enables the continuous monitoring of:

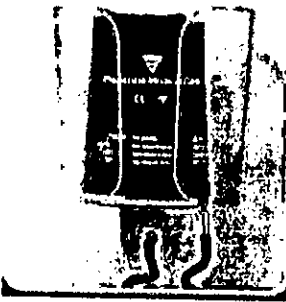


- The effective in-vivo urea clearance (K)
- The accumulated cleared plasma (Kt) or
- The current dialysis dose administered (Kt/V)
- And the plasma sodium concentration, during treatment.

The user can specify the prescribed therapy goal and detect immediately possible deviations during the course of the treatment and perform the necessary corrections.

- The measuring techniques is:
- Non-invasive
- Runs completely automatically
- Causes no additional treatment costs and
- Requires no additional disposable, laboratory or staff effort

BPM – Blood Pressure Monitor



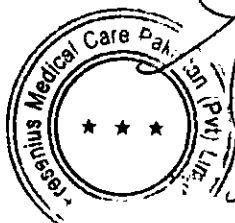
The BPM is a fully automated and non-invasive blood pressure monitor, operating on the principles of oscillometry.

In addition to the manual procedure for blood pressure measurement, it is also possible to perform measurements in preselected intervals:

- Interval modes of 5 – 15 – 30 – 60 minutes.
- Quick mode for individual measurements approximately every 30 seconds over a period of 05 minutes.

The following obtained values will be recorded:

- The systolic blood pressure
- The diastolic blood pressure
- The Mean Arterial Pressure (MAP)
- The pulse



Technical Data (4008 S version V10, Article number M204001)

General data

Dimensions	1370 x 480 x 480 mm (H x W x D) (depth of pedestal 630 mm) Weight approx. 80kg
Water supply	
Water inlet pressure	1.5 - 6.0 bar
Water inlet temperature	5 °C - 30 °C
Max. drain height	1 m
Concentrate supply	
Supply pressure	1 m suction height
Electrical data	
Power supply	230 V ± 10 %, 47 - 63 Hz
Current consumption	max. 9 A
Power supply	110 V ± 10 %, 47 - 63 Hz
Current consumption	max. 15 A
External connections	"Alarm in": zero potential alarm inlet "Alarm out": zero potential alarm outlet

Dialysis fluid temperature	
Selectable	35 °C to 39 °C
Dialysis fluid conductivity	
Range	12.8 to 15.7 mS/cm (25 °C)
Accuracy	± 0.1 mS/cm
Acid concentration dialysis fluid	
Default mixing ratio	1 + 34 (others possible)
Range	125 to 150 mmol/L
Bicarbonate concentration dialysis fluid	
Default mixing ratio	1 + 27.0 (others possible)
Range	- 8 to + 8 mmol/L bicarbonate
Bicarbonate dry concentrate	bbag® 5008
Ultrafiltration	
UF rate	0 to 4.00 / h
Accuracy	± 1 %
Allowed dialyser UF factor	unlimited
Parameters displayed	UF goal, UF time, UF rate, UF volume
Blood leak detector	
Sensitivity	≤ 0.5 mL blood/min (Hct = 25) at max. flow 800 mL/min
DIASAFE® plus - Dialysis fluid filter system	
Balancing accuracy	± 0.1 % of dialysate flow

Extracorporeal circuit

Arterial pressure monitoring	
Display range	-300 mmHg to + 280 mmHg
Accuracy	± 10 mmHg
Resolution	20 mmHg
Venous pressure monitoring	
Display range	-60 mmHg to + 520 mmHg
Accuracy	± 10 mmHg
Resolution	20 mmHg
Transmembrane pressure monitoring	
Display range	-60 mmHg to + 520 mmHg
Resolution	20 mmHg
Arterial blood pump	
Blood flow range	15 to 600 mL/min in 8 mm bloodline systems
Accuracy	± 10 %
Air bubble detector	by ultrasound transmission, additional optical monitoring in venous clamp
Heparin pump	
Delivery range	0 to 10 mL/h
Bolus function	max. 5 mL per bolus
Syringe size	20 mL

OCM® - Online Clearance Monitor

Accuracy Clearance K ± 6 %

Disinfection and cleaning programmes*

Rinse	
Temperature/flow	37 °C / 600 mL/min
Hot rinse (recirculation)	
Temperature/flow	84 °C / 450 mL/min
Integrated hot rinse	
Temperature/flow	84 °C / 450 mL/min
Cleaning Sporotal® (recirculation)	
Temperature/flow	37 °C / 600 mL/min
Hot disinfection Diasteril® (recirculation)	
Temperature/flow	84 °C / 450 mL/min
Disinfection Puristeril® 340 (recirculation)	
Temperature/flow	37 °C / 600 mL/min

* Various programme combinations selectable.

Technical Data - Options

Single-Needle	With 2 blood pumps, internal pressure/pressure control with variable stroke volume	Central Delivery System for acid conc. Article no. M417651
Article no. M408641		Supply pressure: 0 to 100 mbar; 1 m suction height with Central Delivery System: 0 - 500 mbar
Blood Pressure Monitor (BPM) Article no. M409281		Network
Display range	Systole: 30 - 280 mmHg Diastole: 10 - 240 mmHg MAP: 20 - 255 mmHg Accuracy: 1 mmHg	RJ45/Ethernet for data exchange with Therapy Data Management System/Finesse®



Water Treatment System

(Locally Assembled with imported components) Capacity: 250 Liters
For 4-6 Haemodialysis Machines

- Feed Motor
- Sand Filter, Carbon Filter, Softener
- 01 x Membrane, Size :4'x40" (Imported) USA
- Pre & Post Pressure Monitoring
- Flow meters (Permeate and concentrate)
- Continuous Online monitoring of pH, conductivity
- RO Frame
- Booster Pump
- Water Tank 250 G
- Ultra-Violet System
- All UPVC Fitting and plumbing of dialysis loop

