



2nd November, 2010

Dr. Ms Seemi Jamali,
Executive Director,
Jinnah Postgraduate Medical Centre,
Rafiqi Shaheed Road,
Karachi 75510

TL2020/1103 /1A

Subject: Complaint of Mega Corruption by Award of Procurement Contracts without Open Tender in violation of SPPRA Rules 2010, in JPMC, Karachi by the nexus of Head of Radiology Dept., JPMC and Partner of M/s MEDEQUIPS

Dear Madam,

Transparency International Pakistan has received a Complaint of Mega Corruption by Award of Procurement Contracts without Open Tender in violation of SPPRA Rules 2010, in JPMC, Karachi by the nexus of Head of Radiology Dept., JPMC and Partner of M/s MEDEQUIPS.

The complainant has made following allegations.

That,

1. In year 2011, G3 Cyber knife system was purchased by Patient Aid Foundation and donated to Jinnah Post Graduate Medical Center, Karachi (JPMC).
2. G3 Cyber knife system was imported in July 2011, from M/s Accuray, USA at a cost of US\$ 1,725,000. **Annex-A.**
3. The Head of the Radiology Dept. JPMC managed to seek inflated funding support from the Govt. of Sindh, for the award of unsolicited annual service and maintenance contracts of Cyber Knife system, the manipulated to extend financial benefit to M/s Medequips.
4. For Cyber Knife, the service and maintenance contract has been made at an exorbitant rate of 35% of the import price, please refer the enclosed annual service contract draft dated May 14, 2019, of value USD 350,000, plus 16.5% GST, between Executive Director JPMC with M/s MEDEQUIPS. **Annex B.**
5. JPMC has reportedly been awarding annual service and maintenance contracts since 2 for other medical equipment, at a rate of 5% to 8% of the supply cost.



6. All the annual service and maintenance contracts (6 or 7) at US\$ 350,000 plus 16.5% GST were also awarded to same company without Open Bidding as direct contracts , in violation of the SPPRA Rules 2010, Rule No 17 (2).
7. JPMC has also made other direct purchase from M/s MEDEQUIPS, at higher than the market cost in violation to SPPRA Rules.
8. It clearly reveals that precious national resources have been looted since last many by this nexus of HOD Radiology Dept. of JPMC and M/s MEDEQUIPS, causing huge financial losses to exchequer which can be estimated as more than **25% of Rs. 392,700,00 paid for last six years, Rs 28,0550,000, till to date.**
9. This also to report that against the applicable laws, that HOD Radiology Dept. of JPMC has been reportedly been personally involved in the marketing and promotion of Cyber Knife and other Radiation related products of M/s MEDEQUIPS. **whereas his expertise should be restricted to Radiology being a Radiologist, in compliance with the international guidelines for ethical medical practices.**
10. Several videos of HOD Radiology Dept. of JMPC are also circulating on social media promoting cyber knife as a “Magic Knife” (<https://tribune.com.pk/story/2080444/jpmc-get-another-cyberknife-unit>) for the treatment of Cancer, and also his interview published in 2019 by M/s Accuray during its Annual Distributor Meeting (<https://www.youtube.com/watch?v=wxZMMReQ0tg>) clearly establishes his association with M/s Medequips, and statements made there in are worth taking notice by the competent authorities considering his official position at JPMC.

Transparency International Pakistan has examined the complaint/concern and its commnets and recommendations are stated as under.

Comments

A. Patient Aid Foundation is doing marvelous services by donating G3 Cyber knife system to JPMC, where patients are treated free of cost, for non-invasive treatment for cancerous and non-cancerous tumors.

B. It is also noted that non of the above annual service and maintenance contracts have not been uploaded on SPPRA website, which is violation of Rule No 50, to hide the collusive procurement. In Open Tendering, the competitive costs includes all taxes and duties, and procurement agency save expense.

C. All the contracts awarded in violation of Rule 50, as direct contracts, may have caused huge financial loss to exchequer, and may be . declared as mis-procurement, in pursuance of SPPRA Rule 56.

D. Prima facia allegations are serious and needs to be investigated for the possibilities of corruption.



Recommendations.

I. Executive Director may initiate an independent and fair investigation on the allegations of violations of SPPRA Rules by the HOD Radiology and proprietor of M/s MEDEQUIPS.

II, In case the allegations are found correct, necessary action shall be taken to recover the looted public money and disciplinary actions including criminal proceeding shall be initiated against the officers responsible for causing losses to exchequer and mis-procurement made according to SPPRA Rules by collusive practice, which amounts to corrupt practices under SPPRA Rules 2010.

III. GST is always included in the supply cost, such as with holding tax and other charges etc.

Transparency International Pakistan is striving for across the board application of Rule of Law, which is the only way to stop corruption.

With Regards,

Sohail Muzaffar

Chairman

Transparency International Pakistan

Enclosures Annex-A, Annex-B

Copies forwarded for the information with request to take action under their mandate to:

1. Chief Secretary, Government of Sindh, Karachi,
2. MD, SPPRA, Karachi
3. Chairman, Anti-Corruption Department, Sindh, Karachi
4. Registrar, Sindh High Court, Karachi.



Annex-A

COMMERCIAL INVOICE

1310 Chesapeake Terrace
 Sunnyvale, CA 94089
 Phone: 408-716-4600
 Fax: 408-716-4601

INVOICE NO: MSPL91311
 DATE: 9/13/11

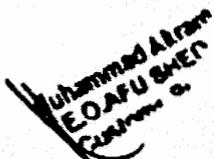
Bill To: PATIENTS AIF FOUNDATION
 JINNAH POSTGRADUATE MEDICAL
 CENTRE
 KARACHI, PAKISTAN

Ship To: PATIENTS AIF FOUNDATION
 JINNAH POSTGRADUATE MEDICAL
 CENTRE
 KARACHI, PAKISTAN

Consignee: Abaraka Bank (Pakistan)
 (Formerly Emirates Global Islamic Bank
 Limited)
 Clifton Branch
 Karachi, Pakistan

OUR ORDER #	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	SHIP TERMS	PMY TERMS
301SO-0002564	N/A	9.13.2011	AERONET	CFR Karachi by Air	Letter of credit

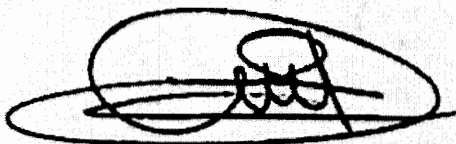
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT IN USD
1	G3 Cyberknife System, Total amount USD: 1,725,000/- CFR KARACHI BY AIR Country of Origin of goods: United States of America HS Code : 9914 0000 <u>LC details:</u> Letter of Credit Number : KCN/BIB/20110003 Date of Issue 07/15/2011 <i>The content of this commercial invoice is true and correct</i>	\$1,725,000.00	\$1,725,000.00


 Muhammad Aftab
 E.O.A.F.U. SHET
 Customer #
 11/0

Tax ID# 77-0268932

SUBTOTAL	\$1,725,000.00
TAX	
SHIPPING	

Commercial Invoice for Custom Clearance
 Purpose only * No Payment Required *



DECLARANT'S NAME AND ADDRESS: ACCOR EUROPE SOCIETE PAR ACTION
 319
 3. VALUATION METHOD: 1. PREVIOUS REF

5. PAGE OF PAGE: 1
 6. CUSTOM OFFICE: KAFU
 7. BANK CODE: 295 2

8. IGM/EGM NO & DT: 9652
 9. DRY PORT IGM/EGM NO & DT: INDEX 29001

10. IMPORTER'S/CONSIGNEE'S/PASSENGER NAME & ADDRESS: PATIENTS AID FOUNDATION
 11. DECLARANT (OTHER THAN IMPORTER/EXPORTER): PEOPLES SHIPPING AGENCY 20 HUMERA BUILDING 5 ALLANA ROAD KARACHI
 12. TEL: 2316639

13. H.A.L. NO: 319
 14. NTA: 15. STR. NO / PASSPORT NO & DATE: 17. TRANSACTION TYPE: U

18. DOCUMENTS ATTACHED: INV, B/L, AWB, CO, PL
 19. AC/DO NO. & DATE: 15-07-2011
 20. COUNTRY OF DESTINATION: USA
 21. CURRENCY NAME & CODE: US \$ 840
 22. VESSEL MODE OF TRANSPORT: CV-782 [4]
 23. BL AWL CON NO & DATE: 204023065 13-09-2011
 24. EXCHANGE RATE: 87.35000
 25. PORT OF SHIPMENT: LOS ANGELES USA
 26. PAYMENT TERMS: 15/ 1,725,000 /Sight
 27. PORT OF DISCHARGE: KAFU
 28. PLACE OF DELIVERY: KAFU
 29. DELIVERY TERMS: CFR
 30. MARESC/CONTAINER NOS: HAWB204023065 MAWB 172 8092 2111

31. NUMBER OF PACKAGES: 24
 32. TYPE OF PACKAGE: PACKAGES
 33. GROSS WT KG: 7054.0000
 34. Volume NO: NET WT KG

35. GENERAL DESCRIPTION OF GOODS: G3 CYBERKNIFE SYSTEM
 36. IN THE CASE OF DANGEROUS GOODS INDICATE HAZARD CLASSIFICATION POINT

37. ITEM NO: 1
 38. QUANTITY (ajunit type): NO
 39. CO CODE: 250
 40. SRO NO: EXAMITORD/2001 SRO 6TH SCHEDULE
 41. HS CODE: 9022.1900 9914

42. ITEM DESCRIPTION OF GOODS: CYBER KNIFE MARCH 2011 G3 ROBOTIC RADIOSURGERY SYS ACCURAY
 43. LEVY: 520
 47. RATE: 11-6-2009

43. UNIT VALUE Declared: 1,725,000.0000
 44. TOTAL VALUE Declared: 1,725,000.0000
 45. CUSTOM VALUE (PER): 152,185.538

37. ITEM NO: 2
 38. QUANTITY (ajunit type):
 39. CO CODE:
 40. SRO NO:
 41. HS CODE:

42. ITEM DESCRIPTION OF GOODS: PNRA No K03.040.7.5760 dt 30.9.2011
 43. LEVY:
 47. RATE:

43. UNIT VALUE Declared:
 44. TOTAL VALUE Declared:
 45. CUSTOM VALUE (PER):

49. SRO / Test Report No & Dt: 7/24/2006
 50. FOB VALUE:
 51. FREIGHT:
 52. CFR VALUE: 1,725,000.0000 US \$
 53. INSURANCE: 1.0000 %

54. LANDING CHARGES & TAX:
 55. OTHER CHARGES:
 56. ASSESSED VALUE (PER): 152,185.538

57. TOTAL REBATE CLASS / PROX ASSAINT US \$ 81 PF

58. MACHINE NO. & DATE: KAFU-HC-19328 DT: 30-SEP-2011
 59. EXCH RATE: 87.350000 US \$
 60. AMOUNT (PKR):
 61. PREVENUE RECOVERED CODE LEVY:
 62. PAID BY: & AMOUNT:
 63. EXAMINATION: 1st EXAMINATION

64. I/We declare that the above particulars are true & correct.
 65. DECLARANT'S NAME: PEOPLES SHIPPING AGENCY
 66. SIGNATURE: [Signature]
 67. DATE: 11/85/2011

68. CUSTOM HOUSE KARACHI CODE NO:
 69. BANK STAMP: 11/85/2011

70. CHARGE SIG & STAMP: PASSED PA II AFU

71. BANK STAMP: 11/85/2011

72. BANK STAMP: 11/85/2011

73. BANK STAMP: 11/85/2011

74. BANK STAMP: 11/85/2011

75. BANK STAMP: 11/85/2011

76. BANK STAMP: 11/85/2011

77. BANK STAMP: 11/85/2011

78. BANK STAMP: 11/85/2011

79. BANK STAMP: 11/85/2011

80. BANK STAMP: 11/85/2011

MEDEQUIPS S.M.C.

SERVING THE MEDICAL COMMUNITY

19, Maqboolabad # 2, Block #: 7/8, Opp. Modern Club,
Off: Tipu Sultan Road, Karachi-Pakistan.
Ph: 34534172, 34381092, Fax: 34325582

Reference: ME (W) 586/2019

May 14, 2019

The Executive Director
Jinnah Postgraduate Medical Centre
Rafiqi (H.J.) Shaheed Road
Karachi.

Subject: Renewal service contract of Cyber Knife Robotic Radio Surgery (Unit-01)
Accuray model: G4 for the year of July-2019 to June-2020.

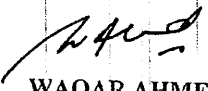
Dear Sir

The service contract of Cyber Knife Robotic Radio Surgery (Unit-01) Accuray model: G4 for the period 1st July-2018 to 30th June-2019 has completed. During this period we have provided services according to the requirement of service contract and have kept the system up 97%.

The service contract has to be renewed for the next period July-2019 to June-2020 amounting Rs. 65,450,000/-. You are requested to please approve and issue work order.

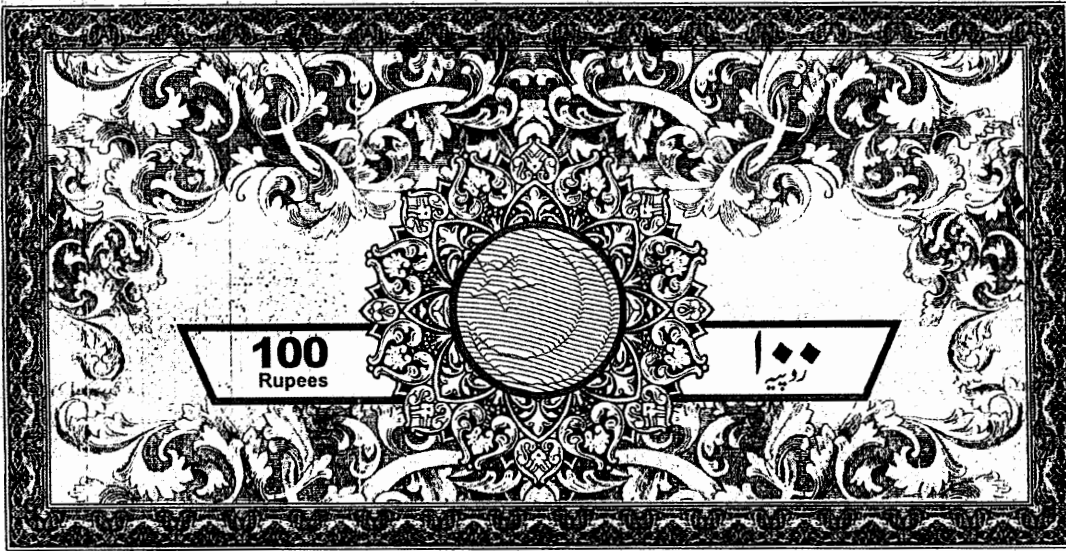
Thanking you

Yours Faithfully
For MEDEQUIPS S.M.C


WAQAR AHMED
Manager Technical

BRANCHES AT: LAHORE RAWALPINDI PESHAWAR ABOOATABAD QUETTA D.I.KHAN

Q162823



Muhammad Habib Stamp Vendor

Licence No. 39, Shop No. 1, Plot No. 9
Opp. Muhammad Ali Market, Jamshed Road # 3,

5 No. 4018 Date Nadir Ali Magsi
Issued To With Address Advocate
Through With Address
Ledger No. 16285, Khl,
Value Rs. Attested
Stamp Vendor's Signature

02 MAY 2019

(REGISTERED AND INSURED ONLY)

Not For Used Free Will & Divorce Deed
Vendor Not Responsible Any Fake Documents

**ANNUAL MAINTENANCE CONTRACT OF
ACCURAY CYBER KNIFE ROBOTIC RADIO SURGERY
MODEL: G4.**

BETWEEN

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
JINNAH POSTGRADUATE MEDICAL CENTRE, KARACHI.

REPRESENTED BY: DR. SEEMI JAMALI
EXECUTIVE DIRECTOR, J.P.M.C

Duly empowered for the purpose hereof

Hereinafter referred to as the "CLIENT"

ON THE FIRST PART

AND M/S MEDEQUIPS S.M.C

Bungalow # 19, Block 7 & 8, Maqboolabad C. H. S,

Opp: Modern Club, Off: Tipu Sultan Road, Karachi.

REPRESENTED BY MR. OMER FAROOQ SHEIKH PARTNER

Hereinafter referred to as the "contractor"

On the second part

SUMMARY

PREAMBLE:-

ARTICLE 1	:	DEFINITIONS
ARTICLE 2	:	PURPOSE OF CONTRACT
ARTICLE 3	:	CONTRACT DOCUMENTS
ARTICLE 4	:	AGREEMENT OF CONTRACT
ARTICLE 5	:	CONTRACT PRICE AND CONDITIONS
ARTICLE 6	:	PAYMENT AND BANK GUARANTEE
ARTICLE 7	:	OBLIGATION OF CONTRACTOR
ARTICLE 8	:	OBLIGATION OF CLIENT
ARTICLE 9	:	PENALTIES AND SYSTEM UPTIME
ARTICLE 10	:	PREVENTIVE AND CORRECTIVE MAINTENANCE
ARTICLE 11	:	SERVICE RECORD
ARTICLE 12	:	ELECTION OF DOMICILE
ARTICLE 13	:	COMING INTO FORCE
ARTICLE 14	:	AUTHORIZED PERSONAL
ARTICLE 15	:	AMENDMENTS
ARTICLE 16	:	TERMINATION

PREAMBLE

WHEREAS: The client wishes to have a contract of Medical Equipment as defined in Article 2 hereafter.

WHEREAS: The Contractor has agreed to have annual maintenance contract with parts of Cyber Knife Robotic Radio Surgery to provide in time service herein described. Subject to all the terms and conditions hereinafter set forth.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE - 1:-

DEFINITIONS

- The contract shall mean this agreement hereof.
- The client shall mean : The Government of Islamic Republic of Pakistan, Jinnah Postgraduate Medical Centre, Karachi represented by the Director, J.P.M.C, Karachi.
- The contractor shall mean : M/S MEDEQUIPS S.M.C.
- Equipment shall mean : ACCURAY CYBER KNIFE ROBOTIC RADIO SURGERY MODEL: G4.
- Final acceptance shall mean : The end of successful completion of annual Maintenance / Service of equipment putting into operation on patients.

ARTICLE - 2:-

PURPOSE OF CONTRACT

2:1 The purpose of the present contract is the annual maintenance / services of ACCURAY CYBER KNIFE ROBOTIC RADIO SURGERY MODEL: G4 installed at Cyber Knife Department of J.P.M.C.

2:2 Type of Contract:

- a) Contract is with all parts / accessories of Cyber Knife Robotic Radio Surgery System all consumable items whatever & whenever required to maintain the system as per manufacturing specification are included and all Quality Assurance Testing (QA) Tools are excluded. The replaced parts will be the property of the Company. (M/s MEDEQUIPS S.M.C & M/s ACCURAY PVT LIMITED)

ARTICLE - 3:

CONTRACT DOCUMENTS

The following documents are attached to this contract and incorporated in and make a part of the contract as though written out and set forth herein:

01. M/S MEDEQUIPS S.M.C: Quotation no. Reference ME (W)
02. Income Tax Certificate with NTN number.
03. Sales Tax Registration Certificate.
04. Sole Agent Certificate from ACCURAY.

ARTICLE - 4:-

AGREEMENT OF CONTRACT

- 4.1 : The CONTRACTOR and CLIENT agrees to maintain the Annual Maintenance / Services of MEDICAL EQUIPMENT i.e. Accuray Cyber Knife Robotic Radio Surgery as described in the contract documents.
- 4.2 : The CLIENT and CONTRACTOR mutually agree to perform fulfill abide by and submit to any and all of the provisions contained expression or which can be reasonably inferred from the agreement.
- 4.3 : The CONTRACTOR agrees that the contract expresses all of the agreements, understandings, promises and supersedes all prior and all contemporaneous negotiations, understandings and agreements whether written or oral.
- 4.4 : The CONTRACTOR in accordance of article 22 Contract of Stamp Paper Duty Act, 1899 will pay stamp duty at a rate as admissible under rules.

ARTICLE - 5:-

The contractor shall provide satisfactory completion certificate duly certified by the Incharge of Department after scheduled preventive maintenance or repair.

ARTICLE - 6:-

PAYMENT

- 6.1 : In consideration of the performance of service under this contract, the Customer shall pay to the contractor the total sum of US\$ 350,000/- conversion rate Pakistani Rs. 160.77/- on dated: 01-07-2019 Rs. 56,269,500/- (Fifty Six Million Two Hundred Sixty Nine Thousand Five Hundred only) as Maintenance charges payable in 02 half yearly installments.
- 6.2 : The annual amount shall be paid within three weeks of receipt of an application of payment or invoice or as otherwise specified in the contract.
- 6.3 : The cost of the service contract US\$ 350,000/- conversion rate Pakistani Rs. 160.77/- on dated: 01-07-2019 Rs. 56,269,500/- (Fifty Six Million Two Hundred Sixty Nine Thousand Five Hundred only) is exclusive of GST (General Sales Tax), if levied will be paid by the client accordingly.

ARTICLE - 7:-

OBLIGATION OF THE CONTRACTOR

The contractor shall maintain the equipment subject to the following conditions:-

- 1) The contractor shall appoint one representative and a substitute who shall be in charge of Co-ordination for all aspects related to the execution of the contract.
- 2) The Contractor shall provide equipment satisfactory working certificate after any spare part is replaced.
- 3) M/s MEDEQUIPS S.M.C shall provide a fully trained and experienced system engineer to maintain and service of the equipment.

of

are

near

engineer
QUIPS
sh call

- 4) M/s MEDEQUIPS S.M.C shall maintain at their Karachi office a fully trained engineer during the contract period. The engineer will be provided a phone by the MEDEQUIPS S.M.C and will respond immediately and reach the site within two hours of such call during normal working hours from 9:00 to 17:00 hours from Monday to Saturday excluding Holidays and Sundays.
- 5) M/s MEDEQUIPS S.M.C guarantees the availability of spare parts for the equipment supplied during contract.
- 6) At the commencement of the contract M/s MEDEQUIPS S.M.C engineer shall inspect that the environmental conditions as regards Air-conditioning and Electricity control are as per requirement and data submitted. In the event the environmental conditions are not in accordance with these requirements, they shall advise JPMC to take corrective steps.

ARTICLE - 8:-

OBLIGATION OF CLIENT

The client here undertake to meet the following obligations are of his sole responsibility.

- 1) The client shall appoint one representative and substitute who shall be in charge of Co-ordination for all aspects related to the execution of the contract.
- 2) The client will not allow any un-authorized agency or person to open/repair/service or modify the equipment.
- 3) The client shall appoint representative from PWD, EM to maintain air-conditioning electricity etc and maintain the record of the same.
- 4) The client will not hold the contractor responsible if the machine has been disabled by Earthquake, Bomb explosion, act of Sabotage, Riot, Fire, Rain, Flood or High Voltage resulting burnt out of parts, act of sabotage.
- 5) The client shall be responsible for ensuring that the appropriate environmental conditions as approved by the contractor are maintained at all times.
- 6) The client shall turn off the complete system whenever the air-conditioning is down for maintenance or becomes less efficient (i.e. temperature and humidity are not maintained as per above clause).
- 7) Same will be applicable during frequent power failures or any type of power instability.

8) **ARTICLE - 9:-**

PENALTIES AND SYSTEM UPTIME

UPTIME GUARANTEE

- a) The contractor shall make best efforts to keep down time of the equipment to a minimum but guaranteed uptime (250 Days per annum) during the period of contract excluding Sunday and Government declared public holidays.
- b) The contractor, jointly with client shall measure system performance during the life of this contract at the end of contract period. For the contract period uptime days will be calculated & if the system performance falls short of target 250 days out of 365 days per annum and as remaining days more than 115 days down, then one calendar day shall be added on the contract period for every 24 - hours the system performance falls short. If agreed deducted amount will be calculated per day as a second condition as per mutual understanding between client & contractor.

in charge of
 after any spare
 system engineer
 trained engineer
 the MEDEQUIPS
 hours of such call

DOWN TIME

- a) Down time is defined as failure in the equipment operation that prevents the system for patient services. Following conditions will not be calculated as down time.
- b) If the system under contract is down because of failure of Air-conditioning, high Humidity, Electric Power failure or any incidents beyond contractor's control, such time shall not be treated as down time.
- c) Upgrades and upgrade of the system.
- d) Customer use of the system for purpose other than its intended and authorize purpose such as AQ.
- e) The negligence of customer.
- f) The failure of customer to operate the system in accordance with the user manuals.
- g) Operated by untrained operator.
- h) E-Stop due to environmental un-recommended conditions.
- i) Main input electric power supply failure.

ARTICLE - 10:-

PREVENTIVE AND CORRECTIVE MAINTENANACE

1) **CORRECTIVE MAINTENANCE**

Corrective maintenance includes all action to diagnose and correct equipment malfunctions.

2) **PREVENTIVE MAINTENANCE**

Preventive maintenance will be performed as per schedule mutually agreed upon by the contractor and the client. This maintenance includes all cleaning, lubrication, inspection, testing and alignment to extend its useful life.

The contractor shall carry out the following: -

Maintain services according to service manual of Accuray Cyber Knife Robotic Radio Surgery.

HOSPITAL'S / CUSTOMER RESPONSIBILITY:

System is to be used only by the designated persons who have been given orientation / training of this system.

1. Electric Power Supply / UPS / Diesel Generator & Environmental Conditions.

- The machine is to be used on UPS and standby Diesel Generator only, to avoid unnecessary failure due to power fluctuation in main electric supply from hospital.
- The hospital shall be responsible for ensuring to maintain the appropriate environmental condition such as rooms temperature and rooms humidity like (HVAC, Dehumidify, air cleaners etc.) for smooth running of the machine. The Company will inform the hospital of any environmental condition problems after routine visits. The hospital will be accepted to rectify the problems as soon as possible to keep the contract in effect.
- The Hospital shall not assign, pledge or transfer the contract or any obligation therein of the machine under contract, without the prior written consent of the company.
- Contract does not cover normal wear / tear and aging of the unit.

the

annu)

shall pay
Hundred
nts.

lication of

our Hundred
ll be paid by

:-
shall be in charge of
icate after any spare

enced system engineer

: a fully trained enginee
one by the MEDEQUIP
in two hours of such c

2. System Quality Assurance Testing (QA)

- The Maintenance and support service provided by M/s MEDEQUIPS S.M.C under this Agreement cover all but, the Quality Assurance Testing ("QA"). System Commissioning and QA are the sole responsibility of customer, and customer is advised to perform QA on a regular and ongoing basis. In addition Customer is required to maintain up-to-date QA logs. If Customer fails to perform the appropriate QA of the system, and to record such QA in the appropriate logs, M/s MEDEQUIPS S.M.C, upon giving Notice to Customer of this agreement, reserves the right to terminate this Agreement.
- Prior performing any schedule service of Periodic Maintenance on the system, M/s MEDEQUIPS S.M.C will review Customer's QA logs, and if such logs are not up-to-date, M/s MEDEQUIPS S.M.C may refuse to service the system. In the event that the requested service is necessary to bring the system to a point where QA can be performed, M/s MEDEQUIPS S.M.C will proceed with the service only after Customer signs written acknowledgement that QA is Customer's sole responsibility and that appropriate QA will be performed prior to conducting any patient treatments.

ARTICLE - 11:-

SERVICE RECORDS

The contractor shall maintain records of all visits to the facility and details of the service provided. Copies of such records shall be readily available to the client together with such additional information as the client may reasonably require.

ARTICLE - 12:-

ELECTION OF DOMICILE

All correspondence will be done on the following addresses:-

Contractor	:	M/S MEDEQUIPS S.M.C Bungalow # 19, Block 7/8 Maqboolabad C. H. S Opp: Modern Club Off: Tipu Sultan Road, Karachi, Pakistan.
Client	:	The Government of Islamic Republic of Pakistan Jinnah Post Graduate Medical Centre, Karachi, Pakistan.

ARTICLE - 13:-

COMING INTO FORCE

The present contract shall come into force from 01-07-2019 will end 30-06-2020.

ARTICLE - 14:-

AUTHORIZED PERSON

For the purpose of implement of the procedures concerning this contract the contractor and client will nominate the personal.

The Director JPMC is entitled to be signatory with full powers.

num)
pay
ired

on of

undred
paid by

in charge of
ter any spare
ystem engineer

trained engineer
he MEDEQUIPS
ours of such call

ARTICLE - 15:-

AMENDMENTS


Any change additional clause or further appendix to the present contract shall only be valid if both contracting parties duly sign the same.

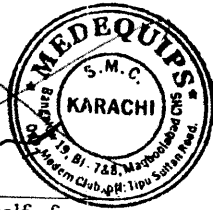
ARTICLE - 16:-

TERMINATION


If M/s MEDEQUIPS fail to provide service or maintain the machine in working condition for patient services Director JPMC has right to terminate the contract.

This contract is executed and delivered this day of _____.

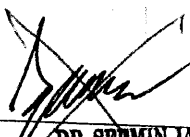

For and behalf of

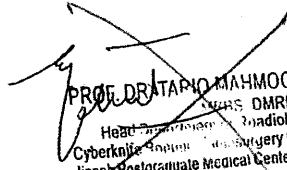


M/s MEDEQUIPS S.M.C
Bungalow # 19, Block 7/8,
Maqboolabad C. H. S
Opp: Modern Club
Off: Tipu Sultan Road
Karachi, Pakistan.


For and behalf of

The Government for the Islamic
Republic of Pakistan
Jinnah Postgraduate Medical
Centre, Karachi - Pakistan.


DR. SEEM-IN JAMALI, TI
Executive Director
J.P.M.C. Karachi
Executive Director


PROF. DR. TARIQUE MAHMOOD (T.I)
MRCS, DMRD, FCPS
Head Department of Radiology,
CyberKnife Centre & Surgery Oncology
Jinnah Postgraduate Medical Center Karachi.
Professor Dr. Tarique Mehmood
Incharge C.T Scan & Radiology Department

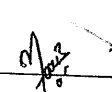
Witness - 1

Name: RIZWAN AJHER

Signature: 

Witness - 2

Name: MUHAMMAD MAAZ

Signature: 

w)
/ d
of
red
l by
arge of
ny spare
i engineer
ed engineer
EDEQUIPS
of such call