**Annex X.**

**Service Level Agreement**

**Between**

**Supplier, Service Provider**

**and [Name of Health Facility or MOH], Customer**

**for**

**Maintenance and Repair Services pertaining to Oxygen Generating Equipment**

**Supplier**, a company incorporated and existing under the laws of the country, having its official seat in city, country, its office address at [insert full address], acting through its local agent/distributor office in\_\_\_\_\_\_, referred to as the **“Service Provider”** and, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the **“Customer”** in this Agreement agree to enter into this **Service Level Agreement (SLA)**.

Whereas **Service Provider** is committed to provide to the Customer the described services, this agreement shall be governed by the following conditions:

1. Purpose of the agreement

1.1 This Service Level Agreement (SLA) describes the necessary maintenance and repair services according to schedules defined herein that the Customer will receive from the Service Provider. The necessary technical support to be provided includes periodic training, preventative maintenance as per Supplier recommendations, and repairs of the subject equipment, hereinafter referred to as “the equipment” as listed in “**Addendum A – List of Equipment Under Coverage**”.

1.2 The Customer hereby acknowledges and accepts that Service Provider shall, in its sole discretion, may sub- contract the performance of whole or part of the services to be provided under this SLA to a local agent or distributor (the “Agent/Distributor”) that is qualified to perform the services. As of date of signature, Service Provider’s selected Agent/Distributors:

Contact Person:

Tel:

email:

Contact

Person:

The Customer shall facilitate access to Facilities housing the equipment and share contact information and electronic links (as necessary) to the Agent/Distributor in order for the Agent/Distributor to provide services under this SLA.

3. Terms

Period of Performance

This SLA shall commence the date this SLA is signed by the parties (the “Effective Date”) and shall expire twelve months from the date, unless otherwise extended prior to the expiration date. No other rights or obligations of the parties shall survive the termination or expiration of this SLA, except those rights and obligations that expressly have accrued prior to the termination or expiration of the SLA or are expressly set forth herein as surviving the termination or expiration of this SLA.

Service Provider’s responsibilities

a) Service Provider is responsible for the performance of the selected Agent/Distributor which will provide repair and maintenance services to Customer under this SLA.

b) Service Provider to propose:

* manufacturer-recommended or required maintenance to be performed (broken out by parts and labor), with a service schedule
* description of covered repairs, and pricing for non-covered repairs
* items covered by this SLA and excluded from the SLA
* Oxygen quantity in storage tank and filled cylinders to ensure continous 100% oxygen supply in the event of a breakdown.

d) The Service Provider will schedule planned maintenance of the Equipment in collaboration with the Customer, providing a minimum of one week’s notice for such maintenance visits.

e) Loaner Equipment: Service Provider to propose Loaner instrument terms as feasible.

f) User Training and training to perform routine maintenance and repairs: Service provider to propose types of training, schedule, materials, and included in Annex B.

KEY PERFORMANCE INDICATORS

|  |  |  |  |
| --- | --- | --- | --- |
| **Maintenance and Repairs** | **1** | Percentage of preventive maintenance visits performed according to manufacturer recommended schedule | 100% |
| **2** | Mean time to respond to equipment breakdown (time lapsed from time issue first reported to the time a follow-up plan is communicated to the customer, PSMQA and GHSC-QA) | ≤2 hours |
| **3** | Mean time to repair (average # of calendar days lapsed from time issue first reported to job completion) | ≤ 8 hours |
| **4** | Continuous Oxygen flow from 24/7 operation | 100% |
| **5** | Proposed scheduled downtime (consecutive down time to be proposed by offeror) | ≤0.02% |

4. Customer support

a) The Service Provider will provide remote technical support (including online support) and accept service requests from the Customer by phone and by email 24 hours 7 days a week. Local, in-country contact information of the Service Provider is provided in Annex C.

b) All service requests will be acknowledged, and a follow-up plan articulated to the Customer (by phone or email)

**within 2 hours.**

5. Customer responsibilities

a) In order to facilitate the support process, Customer is required to:

1. Make service requests by contacting the individual named in this agreement (see Annex C.)

ii. Facilitate provision of detailed information at the time of the service request to the Service Provider and make every effort to be available to communicate with the technical support technician, if required.

iii. The Customer is responsible for facilitating full and unfettered access to the Service Provider’s staff to perform the services. The Service Provider shall notify the Customer of any delays or inaccessible equipment

iv. Customer to maintain minimum spare parts stipulated by Service Provider.

6. Monitoring service requests and Service Provider’s performance

Supplier to propose mechanism to track service and maintenance on the equipment, warranty status, etc.

7. Services excluded from the SLA:

Supplier to state any exclusions.

8. Termination

Supplier to propose termination language.

9. Price, payment terms

Supplier to propose price for a one year SLA, with options for two additional years.

|  |  |
| --- | --- |
| Customer | Supplier |
| Name: Address: Title: Date:  Signature: | Name:  Address:  Title:  Date:  Signature: |

**Annex A – List of Equipment Under Coverage (TBD)**

|  |  |  |
| --- | --- | --- |
| **Equipment (Model, Manufacturer, Serial # of all component parts)** |  | **Location**  **(Address)** |
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| **TOTAL** |  |  |

**Annex B – Training Schedule**

**Supplier Training Module**

Learning objectives

• To be defined

Training Duration: To be defined

**Training Agenda**

➢ To be defined

**Annex C – Contact information**

1 – Service Provider

**Name**

Tel:

email:

Contact Person:

2 – **Subcontractor: Name**

Tel:

email:

Contact Person:

3- Customer\*

Address

Tel:

Contact Person:

email: