

KILIMANJARO CHRISTIAN MEDICAL CENTRE

P. O. BOX 3010

MOSHI

CONTRACT BETWEEN KILIMANJARO CHRISTIAN
MEDICAL CENTER AND PACIFIC DIAGNOSTIC

FOR

SUPPLY INSTALLATION, TESTING

COMMISSIONING AND TRAINING OF NEW

MEDICAL EQUIPMENT (PROCUREMENT OF CT

SCANNERS)

MARCH 2022

Form of Contract

THIS AGREEMENT made the 1st day of March 2022 between the Kilimanjaro Christian Medical Centre of P. O. Box 3010 Moshi of Tanzania (hereinafter called "the Procurement Entity") of the one part and Pacific Diagnostic of P. O. Box 34056 Dar es Salaam Tanzania (hereinafter called "the Supplier") of the other part:

WHEREAS the Procurement Entity invited Tenders for certain goods and ancillary services, viz., Supply installation commissioning testing and training of new medical equipment Tender No; PA/101/2021 -2022/KCMC/G/21 Lot 2 and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of eight billion four hundred million only (Tsh, 7,400,000,000.00) VAT inclusive. (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (a) This form of contract ;
 - (b) The Special Conditions of Contract;
 - (c) General Condition of the Contract,
 - (d) The Form of Tender and the Price Schedule submitted by the Tenderer;
 - (e) The Schedule of Requirements;
 - (f) The Technical Specifications;
 - (g) The Purchaser's Letter of Acceptance; and
 - (h) Minutes of negotiation.
3. In consideration of the payments to be made by the Procurement Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procurement Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procurement Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price Tanzanian shillings seven billion four hundred million only VAT inclusive (TZS 7,400,000,000.00) or such

other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

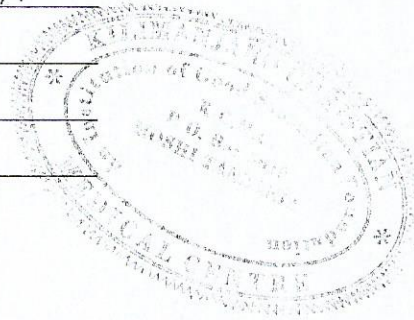
Sealed with the common seal of the said **The Kilimanjaro Christian Medical Centre** and delivered before us this ... 1st day of **March 2022**.

Name: PROF. GILFARD G. MASENGA

Signature: 

Designation: EXECUTIVE DIRECTOR

Postal Address: 3010, MOSHI



In the presence of:

Name: RACHELLY R. MBOYA

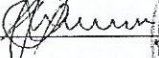
Signature: 

Designation: LEGAL OFFICER

Postal Address: 3010, MOSHI

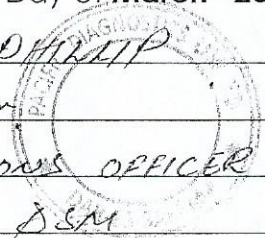
Sealed with the common seal of the said **M/s Pacific Diagnostic Limited** and delivered before us this ... 01... Day of **March 2022**.

Name: NARFIAA DHRUP

Signature: 

Designation: CHIEF OPERATIONS OFFICER

Postal Address: 34056 DSM



In the presence of:

Name: JESCA ALEX MUSHI

Signature: 

Designation: Medical Representative

Postal Address: 34056 DSM

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Definitions (GCC 1)
1.	1.1	The Purchaser is: Kilimanjaro Christian Medical Centre Off Sokoine Road, P.O. Box 3010 , Moshi, Tanzania.
	1..1(d)	Commencement Date: 1st March 2022
	1.1(e)	Completion date: 30th June 2022
2.	1.1(j)	The Supplier is: Pacific Diagnostics P.O.Box 34056, Dar Es Salaam, Tanzania
	1.1(m)	Intended delivery date: Within (3) months after contract signing
3.	1.1(q)	The Project is: Tender for supply installation testing commissioning and training of new medical equipment Tender No. PA/101/2021-2022/KCMC/G/21 lot no 2
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: English
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: Laws of Tanzania

	Country of Origin (GCC 6)	
6.	6.1	Country of Origin is: N/A
	Performance Security (GCC 10)	
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: Ten percent (10%) of the Contract Price in the form of Unconditional Bank Guarantee
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2.
	Inspections and Tests (GCC 11)	
9.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PE in order to ensure that the goods are manufactured in compliance with the contract.</p>
	Packing (GCC 12)	
10.	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procurement Entity in the Technical Specification.</p>
	Delivery and Documents (GCC 13)	
11.	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of</p>

		<p>the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) Original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.. <p>The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
12.	13.3	<p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procurement Entity and mail the following documents to the Procurement Entity:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity,

		<p>unit price, and total amount;</p> <p>(ii.) Delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturer's or Supplier's warranty certificate;</p> <p>(iv.) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(v.) Certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	Insurance (GCC 14)	
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	Incidental Services (GCC 16)	
14.	16.1	Incidental services to be provided are: Not Applicable
	Spare Parts (GCC 17)	
15.	17.1	<p>Additional spare parts requirements are: Not Applicable</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>
	Warranty (GCC 18)	

16.	18.2	<p>GCC 17.2—In partial modification of the provisions, the warranty period shall be twelve (12) months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p>or</p> <p>(b) Pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	18.4 & 18.5	<p>The period for correction of defects in the warranty period is: one (14) days from the date of notification received from the purchaser</p>
<p>Payment (GCC 19)</p>		
18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in: Not Applicable</p> <p>(i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are</p>

		<p>delivered and in the form provided in the Tendering Documents or another form acceptable to the Procurement Entity.</p> <p>(ii) On Shipment: ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 10.</p> <p>(iii) On Acceptance... Percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procurement Entity.</p> <p>Payment of local currency portion shall be made in :<i>[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
		<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: 20% percent will be paid within 28 days down payment after contract signing</p> <p>(iii) On Acceptance: 75% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after receiving shipping documents and 5% percent after installation training commissioning training issue of the acceptance certificate for the respective delivery issued by the Procurement Entity.</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the

		late payment made by PE shall be: Not Applicable
	Prices (GCC 20)	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC; Not Applicable
	Liquidated Damages (GCC 26)	
21.	25.1	Applicable rate: 0.1% of the contract sum per day of undelivered materials' value. Maximum deduction: is equal to the performance security.
	Procedure for Dispute Resolution (GCC 32)	
23.	32.3	Arbitration institution shall be: Tanzania Institute of Arbitrators. Place for carrying out Arbitration: Moshi, Tanzania
24.	33.1	Appointing Authority for the Adjudicator: Tanzania Institute of Arbitrators
	Notices (GCC 35)	
26.	35.1	PE's address for notice purposes Executive Director, Kilimanjaro Christian Medical Centre, P.O. Box 3010, Moshi, Tanzania. Supplier's address for notice purposes: Director, Pacific Diagnostics, P O. Box 34056, Dar Es Salaam, Tanzania.

PACIFIC DIAGNOSTICS LIMITED

LOT No. 2: SUPPLY OF SIEMEN EQUIPMENT FOR RADIOLOGY

DELIVERY POINT - KCMC

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1				-

DELIVERY POINT - KILIMANJARO RRH (MAWENZI)

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1				-
2	CT SCAN MACHINE 64 SLICES WITH INSTALLATION AND 5 YRS COMPREHENSIVE MAINTANANCE PLAN	1,850,000,000.00	1	1,850,000,000.00
3				-

1,850,000,000.00

DELIVERY POINT - MT. MERU RRH

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
2	CT SCAN MACHINE 64 SLICES WITH INSTALLATION AND 5 YRS COMPREHENSIVE MAINTANANCE PLAN	1,850,000,000.00	1	1,850,000,000.00
3				-

1,850,000,000.00

DELIVERY POINT - MANYARA RRH

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
2	CT SCAN MACHINE 64 SLICES WITH INSTALLATION AND 5 YRS COMPREHENSIVE MAINTANANCE PLAN	1,850,000,000.00	1	1,850,000,000.00
				-

1,850,000,000.00

DELIVERY POINT - TANGA RRH (BOMBO)

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
2	CT SCAN MACHINE 64 SLICES WITH INSTALLATION AND 5 YRS COMPREHENSIVE MAINTANANCE PLAN	1,850,000,000.00	1	1,850,000,000.00

1,850,000,000.00

DELIVERY POINT - KIBONGOTO (KIDH)

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
				-

GRAND TOTAL

7,400,000,000.00

NEGOTIATION MEETING FOR PROCUREMENT OF CT-SCAN MACHINE FOR NORTHERN ZONE HOSPITALS, HELD ON 11th FEBRUARY 2022 AT UROLOGY BOARD ROOM.

1. PRESENT MEMBERS

1. Dr. Naima Yusuf	- Chairperson	- MO in charge Tanga RRH
2. Dr. Adnan Sadiq	- Member	- HOD Radiology KCMC
3. Mr. Alfred Msaki	- Member	- Chief Radiographer KCMC
4. Simphorosa Silalye	- Member	- NO in charge Mt. Meru RRH
5. Mr. Amos Chambega	- Member	- Chief Accountant KCMC
6. Dotto Abdallah	- Member	- Ofisi ya RSO Kilimanjaro
7. Gabriel J. Mlingi	- Member	- BME Tanga RRH
8. Julius A. Kundo	- Member	- HOD Radiology Mawenzi
9. Prashant Gokarn	- Director	- Tenderer Representative
10. Dr. Ludovick Legama	- Member	- Manyara RRH
11. Emily L. Daud	- Member	- BME Manyara RRH
12. Mr. Alex Mlambo	- Recorder	- Procurement KICHAS

2. AGENDA

1. Opening
2. Negotiation
3. Closing

3. OPENING

The meeting was opened with the word of prayer at 11:27Pm.

4. NEGOTIATION

The Pacific Diagnostic Limited sent for Negotiation Mr. Prashant Gokarn, the Company Director to represent them in the Negotiation.

4.1 PRICE

Before negotiating on price, members wanted to make themselves clear of technical specifications. The tenderer representative said that the specifications offered were contradicting themselves. He offered to deliver a 27" monitor instead of requested 24" at operator console and 30" monitor instead of 24" at workstation which will cover all the required functionality. The tenderer continued that the specifications offered will clear the contradiction of low requirements against high functionality and vice versa.

Members of the negotiation committee requested the tenderer to reduce price without affecting the technical specifications offered. The tenderer agreed to reduce price by 2% which is TZS 42,347,520 per machine (i.e TZS 169,390,180 of contract price). Members of the negotiation claim for more reduction and after a long conversation, the tenderer agreed to reduce price by

- iii) On installation - 5% of contract price
- iv) On commissioning - 5% of contract price
- v) Against training - 5% of contract price

The negotiation committee members agreed with the tenderer.

4.7 SITE VISIT FOR CONSTRUCTION OF CT-SCAN ROOM

In the tender document it was stated that "a complete site preparation plan will be required to be submitted along with its financial components in separate cover. The vendor will be eligible to inspect the proposed site after obtaining permission. Care must be taken to address placement of the equipment, sitting, viewing and reporting area, patient preparation space, storage area etc." But due to time limit this was not possible. The tenderer agreed to make site visit and provide specifications and drawings for construction of CT scan room for hospitals which has not build CT scan room and provide technical input for those which already has the building.

5. CLOSING

Meeting was closed by the word of prayer at 1:35Pm.

Prepared by:



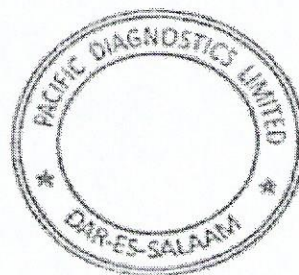
Alex G. Mlambo
RECORDER

Checked by:



Dr. Naima Yusuf
CHAIRPERSON

Supplier's Representative:

Prashant Gokarn
DIRECTOR
PACIFIC DIAGNOSTIC LIMITED

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KILIMANJARO CHRISTIAN MEDICAL CENTRE
An institution of the Good Samaritan Foundation

P. O. Box 3010, Moshi, Tanzania

Tel: 255-027-2754377/ 80

Fax: 255-027-2754381

1st March 2022

Letter of Acceptance

To: **Director,**
Pacific Diagnostics,
P O. Box 34056,
Dar es Salaam,
Tanzania.

This is to notify you that your Tender dated 7th February 2022 for execution of the Supply installation commissioning test and training contract No, PA/101/2021 -2022/KCMC/G/21 lot 2 for the Contract Price equivalent to Tanzanian Shillings Seven billion four hundred million only (Tsh, 7,400,000,000.00), VAT inclusive as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We hereby confirm Tanzania **Institute of Arbitrators** to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with SCC 33.1

You are hereby informed that after you have read and return the attached draft of Contract the parties to the contract shall sign the vetted contract within two (2) working days.

Authorized Signature: 
Name and Title of Signatory: **Executive Director**

Name of the Institution: **Kilimanjaro Christian Medical Centre**

Attachment: Contract

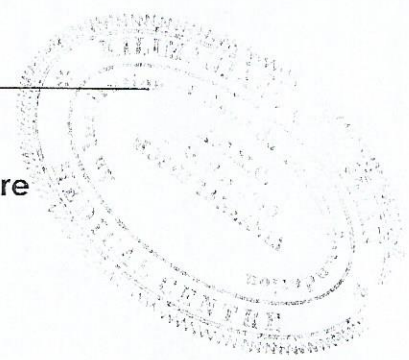
Copy: Appointing Authority,

PPRA,

TAU,

CAG &

Attorney General



All correspondences should be addressed to the Executive Director.