



KILIMANJARO CHRISTIAN MEDICAL CENTER

P. O. BOX 3010

MOSHI

**CONTRACT BETWEEN KILIMANJARO CHRISTIAN
MEDICAL CENTRE AND ANUDHA LIMITED**

FOR

SUPPLY INSTALLATION, TESTING

COMMISSIONING AND TRAINING OF NEW

MEDICAL EQUIPMENT

November 2021

Form of Contract

THIS AGREEMENT made the ____ day of November 2021 between the Kilimanjaro Christian Medical Center of P. O. Box 3010 Moshi of Tanzania (hereinafter called "the Procurement Entity") of the one part and **Anudha Limited of P. O. Box 34495 Dar es Salaam Tanzania** (hereinafter called "the Supplier") of the other part:

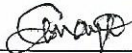
WHEREAS the PE invited Tenders for certain goods and services, viz., Supply installation commissioning testing and training of new medical equipment, Tender No; PA/101/2021 -2022/KCMC/G/21 LOT 7 and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of Tanzanian Shillings four hundred sixty million five hundred seventy nine thousand two hundred only (TZS 460,579,200.00=) (Hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 contract, 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 Form of Tender and the Price Schedule submitted by the Tenderer;
 - (c) The Purchaser's Letter of Acceptance
 - (d) Minutes of negotiations.
 - (e) The General Condition of the Contract;
 - (f) The Special Conditions of Contract;
 - (g) The Schedule of Requirements;
 - (h) The Technical Specifications;
 3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE 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 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.
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
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 Center and delivered before us this day of November 2021.

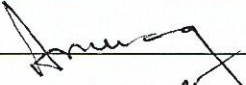
Name: PROF. GILEARD G. MASENGA
Signature: 
Designation: LEGAL OFFICER EXECUTIVE DIRECTOR
Postal Address: 3010, MASHI

EXECUTIVE DIRECTOR
K. C. M. C. — MOSHI

In the presence of:


Name: RACHELLY R. MBOYA
Signature: 
Designation: LEGAL OFFICER
Postal Address: 3010, MASHI

Sealed with the common seal of the said M/s
and delivered before us this Day of November, 2021.

Name: ANUDHA HASJISA
Signature: 
Designation: DIRECTOR
Postal Address: 5982 DSM

ANUDHA LIMITED
P.O.Box 5982
DAR-ES-SALAAM
TEL: 2121188, 2125746
FAX: 2125490

In the presence of:

Name: Adam nyonda
Signature: 
Designation: Marketing Manager
Postal Address: 5982 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: 19th November 2021
	1.1(e)	Completion Date: 10th February 2022
	1.1(m)	Intended delivery Date: Within (3) months after signing the contract.
2.	1.1(j)	The Supplier is: Anudha Limed P.O.Box 5982 Dar Es Salaam Tanzania
3.	1.1(q)	The Project is: Tender for supply installation testing commissioning and training of new medical equipment (Supply of Other Medical equipment). Tender No. PA/101/2021-2022/KCMC/G/18 LOT 7
		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 the United Republic 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 the shipment, including Contract number, description of</p>

		<p>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 PE and mail the following documents to the PE:</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;

		<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	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

		<p>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	The period for correction of defects in the warranty period is: fourteen (14) days from the date of notification received from the purchaser
	Payment (GCC 19)	
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 delivered and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) On Shipment: ----- percent of the Contract</p>

		<p>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.... will be paid within 28 days down payment after contract signing</p> <p>(iii) On Acceptance: 80% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of delivery and 20% 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; Arbitral Institution 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, Anudha Limited, P.O. Box 5982, Dar Es Salaam, Tanzania.

ANUDHA LIMITED
LOT No. 7 SUPPLY OF OTHER MEDICAL EQUIPMENT

DELIVERY POINT - KCMC

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1	POP CUTTER	816,000.00	2	1,632,000.00
2	PULSE OXIMETERS (Life Box) acare	816,000.00	5	4,080,000.00
3	THERMOSCANNERS	124,800.00	10	1,248,000.00
4	FOREIGN BODY REMOVER KIT	144,000.00	2	288,000.00
5	RING CUTTER	144,000.00	2	288,000.00
6	OXYGEN REGULATORS (BI-GAUGE)	528,000.00	15	7,920,000.00
				15,456,000.00

DELIVERY POINT - KILIMANJARO RRH (MAWENZI)

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1	POP CUTTER	816,000.00	3	2,448,000.00
2	PULSE OXIMETERS (Life Box) acare	816,000.00	20	16,320,000.00
3	OXYGEN REGULATORS (BI-GAUGE)	528,000.00	4	2,112,000.00
4	Baby Warmer	4,320,000.00	4	17,280,000.00
5	Air Mattress	384,000.00	5	1,920,000.00
6	Emergence Trolley	1,814,400.00	10	18,144,000.00
7	Ophthalmoscopy set (Direct plus Otoscope)	432,000.00	1	432,000.00
8	CPAP Machine	8,640,000.00	2	17,280,000.00
9	Stretcher (Heavy Duty)	2,112,000.00	14	29,568,000.00
10	Diathermy Machine	4,320,000.00	2	8,640,000.00
				114,144,000.00

DELIVERY POINT - MT. MERU RRH

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1	PULSE OXIMETERS (Life Box) acare	816,000.00	10	8,160,000.00
2	Baby Warmer	4,320,000.00	2	8,640,000.00
3	Air Mattress	384,000.00	5	1,920,000.00
4	Emergence Trolley	1,814,400.00	2	3,628,800.00
5	CPAP Machine	8,640,000.00	4	34,560,000.00
6	Incubater	12,480,000.00	2	24,960,000.00
7	Stretcher (Heavy Duty)	2,112,000.00	11	23,232,000.00
				105,100,800.00

DELIVERY POINT - MANYARA RRH

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1	PULSE OXIMETERS (Life Box) acare	816,000.00	4	3,264,000.00
2	Air Mattress	384,000.00	5	1,920,000.00
3	Emergence Trolley	1,814,400.00	6	10,886,400.00
4	Ophthalmoscopy set (Direct plus Otoscope)	432,000.00	2	864,000.00
5	CPAP Machine	8,640,000.00	3	25,920,000.00
6	Stretcher (Heavy Duty)	2,112,000.00	15	31,680,000.00
7	Diathermy Machine	4,320,000.00	1	4,320,000.00
8	ENT Set	2,880,000.00	3	8,640,000.00
9	Laparatomy set	768,000.00	3	2,304,000.00
				89,798,400.00

DELIVERY POINT - TANGA RRH (BOMBO)

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1	POP CUTTER	816,000.00	3	2,448,000.00
2	PULSE OXIMETERS (Life Box) acare	816,000.00	7	5,712,000.00
6	OXYGEN REGULATORS (BI-GAUGE)	528,000.00	10	5,280,000.00
7	Baby Warmer	4,320,000.00	4	17,280,000.00
9	Emergence Trolley	1,814,400.00	4	7,257,600.00
10	Ophthalmoscopy set (Direct plus Otoscope)	432,000.00	1	432,000.00
11	CPAP Machine	8,640,000.00	2	17,280,000.00
12	Incubater	12,480,000.00	2	24,960,000.00
13	Stretcher (Heavy Duty)	2,112,000.00	17	35,904,000.00
15	ENT Set	2,880,000.00	4	11,520,000.00
16	Laparatomy set	768,000.00	1	768,000.00
				128,841,600.00

DELIVERY POINT - KIBONGOTO (KIDH)

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1	OXYGEN REGULATORS (BI-GAUGE)	-	0	-
2	Air Mattress	384,000.00	2	768,000.00
3	Emergence Trolley	1,814,400.00	1	1,814,400.00
4	Ophthalmoscopy set (Direct plus Otoscope)	432,000.00	1	432,000.00
5	Stretcher (Heavy Duty)	2,112,000.00	2	4,224,000.00
6	ENT Set	-	0	-
				7,238,400.00

KILIMANJARO CHRISTIAN MEDICAL CENTER (KCMC)
P.O. BOX 3010, MOSHI

MINUTES OF THE NEGOTIATION MEETING HELD ON 16.11.2021

2021/1.0 Tender ID No.: PA/101/2021-2022/KCMC/G/21

2021/1.1 Subject of Procurement: SUPPLY, INSTALLATION, TESTING COMMISSIONING AND TRAINING OF MEDICAL EQUIPMENT

2021/2.0 PRESENT MEMBERS

Negotiation was done through telephone conversation with MR. NISHITA, ANUDHA LT. Representative on 17.11.2021

2021/3.0 NEGOTIATION AREAS

S/No	NEGOTIATION AREAS	OBJECTIVES	NEGOTIATION PARAMETERS
1	Price of both equipment and service	To ensure the quoted price reflect market price of particular equipment and service	Basing on estimated value, variation of price should not exceed 20%
2	Mode of payment	To know the percentage of payment before and after delivery	To a tolerable and affordable mode of payment
3	Training on both operating and servicing	To ensure on time servicing and troubleshooting of equipment through local staff	Supplier to offer affordable and on time support to client on management of particular equipment
4	Delivery period	To set enough and considerable time for preparation of installation area and personnel who will operate the equipment	Within 12 weeks after contract signing
5	Service and maintenance of equipment	To know the schedule of service per prescribed item and mode of replacement and availability of spare parts.	Service should be done as per service manual of the machine.

2021/3.1 NEGOTIATION FOR THE REDUCTION OF EXPENSES FOR ESSENTIAL MEDICAL EQUIPMENT

Representative of ANUDHA LT, presented an agreement to supply of essential medical equipment for ICU, anaesthesia and EMD. Among other things they will be responsible for delivery, installation, training of users and local engineers and maintenance of the prescribed items. After the negotiation, the supplier offered a 4% reduction of prices of each prescribed item.

2021/3.2 NEGOTIATION FOR THE MODE OF PAYMENT

After negotiation it was proposed that payment will be made in three installments as follows:

- i. 30% as down payment after signing the contract,
- ii. 20% payment on delivery, and
- iii. 50% payment on installation, testing and commissioning.

2021/3.3 NEGOTIATION FOR TRAINING ON BOTH OPERATING AND SERVICING

ANUDHA LT agreed to be responsible for training of users and local engineers on both operating and servicing of prescribed items. It was agreed that training will be on-site upon delivery and installation of the equipment.

2021/3.4 NEGOTIATION FOR DELIVERY PERIOD

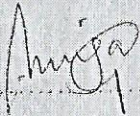
A maximum of 12 weeks was proposed after signing of the contract, which will be until the end of February, 2022. Either, the items may be delivered anytime within the prescribed maximum period.

2021/3.5 NEGOTIATION FOR SERVICE AND MAINTENANCE OF EQUIPMENT

It was agreed that ANUDHA LT will be responsible for servicing and maintenance of the prescribe items within the manufacturer's warranty period. The supplier argued that for items given to them all are in-house basis maintenance, but if needs to be done by them, it should be quoted under service contract."

2021/4.0 CLOSING REMARKS

The chairman thanked and registered best regards to ANUDHA LT for the engagement ahead, hoping its success will improve the quality of services offered at the hospital and strengthen partnership between the parties.



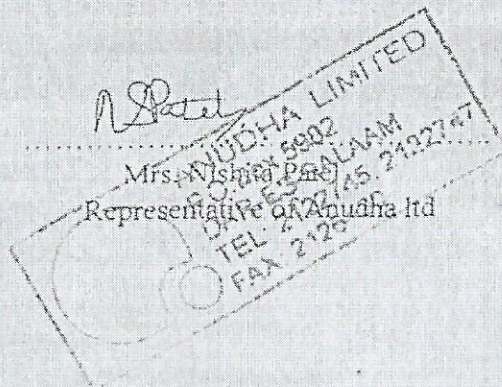
Dr. Fredson Mwigira

CHAIRMAN



Mr. Kenedy Mwakalindile

RECORDER



LOT No. 7 SUPPLY OF OTHER MEDICAL EQUIPMENT ANUDHA LIMITED					
S/N	ITEM DESCRIPTION	UOM	QUOTED PRICE	DISCOUNT	NEGOTIATED PRICE
1	POP CUTTER	PC	850,000	34,000	816,000
2	PULSE OXIMETERS (Life Box) acare	PC	850,000	34,000	816,000
3	THERMOSCANNERS	PC	130,000	5,200	124,800
4	FOREIGN BODY REMOVER KIT	PC	150,000	6,000	144,000
5	RING CUTTER	PC	150,000	6,000	144,000
6	OXYGEN REGULATORS (BI-GAUGE)	PC	550,000	22,000	528,000
7	Baby Warmer	PC	4,500,000	180,000	4,320,000
8	Air Mattress	PC	400,000	16,000	384,000
9	Emergence Trolley	PC	1,890,000	75,600	1,814,400
10	Ophthalmoscopy set (Direct plus Otoscop	PC	450,000	18,000	432,000
11	CPAP Machine	PC	9,000,000	360,000	8,640,000
12	Incubater	PC	13,000,000	520,000	12,480,000
13	Stretcher (Heavy Duty)	PC	2,200,000	88,000	2,112,000
14	Diathermy Machine	PC	4,500,000	180,000	4,320,000
15	ENT Set	PC	3,000,000	120,000	2,880,000
16	Laparatomy set	PC	800,000	32,000	768,000
17	Wheelchairs (heavy duty)	PC	250,000	10,000	240,000



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

Email: kcmcadmin@kcmc.ac.tz Website: <http://www.kcmc.ac.tz>

19th November 2021

Letter of Acceptance

To: Director,
Anudha Limited,
P O. Box 5982,
Dar es Salaam - Tanzania.

This is to notify you that your Tender dated 12th November 2021 for execution of the Supply installation commissioning test and training contract No, PA/101/2021 -2022/KCMC/G/21 lot 3 for the Contract Price of the equivalent of Tanzanian Shillings Four hundred sixty million five hundred seventy nine thousand two hundred only (TZS: 460,579,200/=) 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 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 Center**

**EXECUTIVE DIRECTOR
K. C. M. C. — MOSHI**

Attachment: Contract

Copy: Appointing Authority,
PPRA,
TAU,
CAG &
Attorney General

All correspondences should be addressed to the Executive Director.