

KILIMANJARO CHRISTIAN MEDICAL CENTER

P. O. BOX 3010

MOSHI

CONTRACT BETWEEN KILIMANJARO CHRISTIAN
MEDICAL CENTRE AND STANLEY TANZANIA
LIMITED

FOR

SUPPLY INSTALLATION, TESTING
COMMISSIONING AND TRAINING OF NEW
MEDICAL EQUIPMENT

April 2022

Form of Contract

THIS AGREEMENT made the 25th day of April 2022 between the Kilimanjaro Christian Medical Center of P. O. Box 3010 Moshi of Tanzania (hereinafter called "the Procurement Entity") of the one part and Stanley Tanzania Limited of P. O. Box 40985 Dar es Salaam Tanzania (hereinafter called "the Supplier") of the other part:

WHEREAS the PE 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 3 and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of Tanzanian Six hundred one million six hundred thirty nine thousand two hundred twenty only (TZS: 601,639,220/=) (Hereinafter called "the Contract Price")

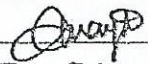
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

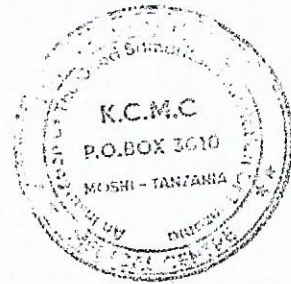
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, in the event of any ambiguity or conflict between 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 agreement;
 - (b) The Form of Tender and the Price Schedule submitted by the Tenderer;
 - (c) The Schedule of Requirements;
 - (d) The Technical Specifications;
 - (e) The Special Conditions of Contract;
 - (f) the GCC;
 - (g) The Purchaser's Letter of Acceptance; and
 - (h) Minutes of negotiation.
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.

All correspondences should be addressed to the Executive Director.

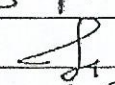
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Sealed with the common seal of the said **The Kilimanjaro Christian Medical Center** and delivered before us this 25th day of April 2022.

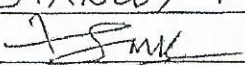
Name: PROF. GILEARD G. MASENGA
Signature: 
Designation: EXECUTIVE DIRECTOR
Postal Address: PO BOX 3010 MOSHI



In the presence of:


Name: JACOB P. KHALALI
Signature: 
Designation: LEGAL OFFICER
Postal Address: PO BOX 3010 MOSHI

Sealed with the common seal of the said **M/s Stanley Tanzania Limited** and delivered before us this 25th Day of April 2022.

Name: STANLEY KAHWEGERE
Signature: 
Designation: MANAGING DIRECTOR
Postal Address: PO BOX 40385 DAR-ES-SALAAM



In the presence of:

Name: EDITH K. KAHWEGERE
Signature: 
Designation: DIRECTOR
Postal Address: PO BOX 40385 DAR-ES-SALAAM

All correspondences should be addressed to the Executive Director.

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: 25TH April 2022
	1.1(e)	Completion Date: 25th June 2022
	1.1(m)	Intended delivery Date: within (2) Months after signing the contract.
2.	1.1(j)	The Supplier is: Stanley Tanzania Limited P.O.Box 40385 Dar Es Salaam Tanzania
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 3
		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)

	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 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; (ii.) Delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate;

		<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 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>(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 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: 0.15% 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, Stanley Tanzania Limited, P.O. Box 40385, Dar Es Salaam, Tanzania.

STANLEY TANZANIA LIMITED

LOT No. 3: SUPPLY OF INFUSION AND SYRINGE PUMP

DELIVERY POINT - KCMC

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1	INFUSION SYRINGE PUMP.B BRAUN	3,526,380.00	7	24,684,660.00
2	BLOOD WARMERS	9,100,000.00	2	18,200,000.00
2	INFUSION PUMP(B.BROWN)	3,526,380.00	12	42,316,560.00
				85,201,220.00

DELIVERY POINT - KILIMANJARO RRH (MAWENZI)

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1	INFUSION PUMP(B.BRAUN)	3,526,380.00	20	70,527,600.00
2	BLOOD WARMER	9,100,000.00	2	18,200,000.00
2	INFUSION SYRINGE(B.BRAUN)	3,526,380.00	10	35,263,800.00
				123,991,400.00

DELIVERY POINT - MT. MERU RRH

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1	BLOOD WARMER	9,100,000.00	6	54,600,000.00
2	INFUSION PUMP(B.BROWN)	3,526,380.00	20	70,527,600.00
3	INFUSION SYRINGE (B.BROWN)	3,526,380.00	10	35,263,800.00
				160,391,400.00

DELIVERY POINT - MANYARA RRH

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1	INFUSION PUMP (B.BROWN)	3,526,380.00	13	45,842,940.00
2	BLOOD WARMER	9,100,000.00	5	45,500,000.00
3	INFUSION SYRINGE (B.BROWN)	3,526,380.00	7	24,684,660.00
				116,027,600.00

DELIVERY POINT - TANGA RRH (BOMBO)

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1	INFUSION PUMP (B.BROWN)	3,526,380.00	10	35,263,800.00
2	BLOOD WARMER	9,100,000.00	5	45,500,000.00
2	INFUSION SYRINGE (B.BROWN)	3,526,380.00	7	24,684,660.00
				105,448,460.00

DELIVERY POINT - KIBONGOTO (KIDH)

S/N	ITEM DESCRIPTION	NEGOTIATED PRICE	QTY	VALUE
1	INFUSION PUMP	3,526,380.00	3	10,579,140.00
				10,579,140.00

GRAND TOTAL

601,639,220.00

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

MINUTES OF THE NEGOTIATION MEETING HELD ON 11.02.2022

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

2022/1.1 Subject of Procurement: SUPPLY, INSTALLATION, TESTING COMMISSIONING AND TRAINING OF MEDICAL EQUIPMENT

2021/2.0 PRESENT MEMBERS

S/No	NAME	POSITION	HOSPITAL/COMPANY NAME
1	DR. LUDOVICK LEGAMA	Chairperson	Mawenzi RRH, Kilimanjaro
2	DR. NAIMA YUSUF	Secretary	BOMBO, TRRH
3	DR. FREDSON MWIGA	Member	KCMC, Moshi
4	DR. SIMPHOROSA SILALYE	Member	MT. MERU RRH, ARUSHA
5	DR. GABRIEL MLINGI	Member	BOMBO, TRRH
6	MR. EMILY L. DAUD	Member	Manyara RRH
7	MR. STANLEY KAHWEGERE	Member	Managing Director STANLEY (T) LTD

2022/3.0 OPENING REMARKS

The meeting was opened by word of prayer at 03.30 PM. The chairman welcomed all members to participate in the negotiation.

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	Within 12 weeks after



			for preparation of installation area and personnel who will operate the equipment	contract signing
5	Service maintenance equipment	and of	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.

2022/3.1 NEGOTIATION FOR THE REDUCTION OF EXPENSES FOR ESSENTIAL MEDICAL EQUIPMENT

Director of Stanley TANZANIA LTD, supplier of B. BRAUN Medical Equipment, presented an agreement to supply of essential medical equipment for ICU, Anaesthesia and EMD as shown below:

S/N	ITEM DESCRIPTION	QTY	ESTIMATED UNIT PRICE	ESTIMATED VALUE	QUOTED PRICE	ACTUAL VALUE	DISCOUNT
1	BLOOD WARMERS	20	7,155,000	143,100,000	9,100,000	182,000,000	
2	Syringes pump (B. BRAUN)	41	2,900,000	118,900,000	3,526,380	144,581,580	
3	Infusion Pump (B. BRAUN)	78	3,250,000	253,500,000	3,526,380	275,057,640	
						515,500,000	601,639,220

The supplier did not offer any discount and maintained that the quoted prices are the possible minimum prices.

The committee member concluded that the prescribed items are essential and need to be procured. In order to proceed thus, they agreed that the following conditions should be met by supplier entering contract:

- i. The supplier should provide a written confirmation of the availability of all the essential consumables for utilization of the prescribed items. These consumables should be readily available and integrated within the MSD supplies system.
- ii. Commitment letter for training of users and local engineers and maintenance of the prescribed items.

The supplier assured the committee member of the availability of the consumable and agreed to provide the above conditions.

2022/3.2 NEGOTIATION FOR THE MODE OF PAYMENT

Note done; waiting for submission of the confirmation document by supplier as in 2022/3.1

2022/3.3 NEGOTIATION FOR TRAINING ON BOTH OPERATING AND SERVICING



STANLEY TANZANIA LTD/B. BRAUN 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.

2022/3.4 NEGOTIATION FOR DELIVERY PERIOD

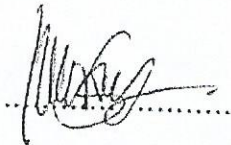
A period of 12 weeks was proposed after signing of the contract, which will be done if the supplier meets the conditions in 2022/3.1. Either, the items may be delivered anytime within the prescribed above period.

2021/3.5 NEGOTIATION FOR SERVICE AND MAINTENANCE OF EQUIPMENT

It was agreed that STANLEY TANZANIA LTD will be responsible for servicing and maintenance of the prescribe items within the manufacturer's warranty period.

2021/4.0 CLOSING REMARKS

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



Dr. Ludovick Legama
CHAIRPERSON



Mr. Stanley Kabwete
Representative Stanley Tanzania Ltd



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>

14th April 2022

Letter of Acceptance

To: Director,
Stanley Tanzania Limited ,
P O. Box 40385,
Dar es Salaam - Tanzania.

This is to notify you that your Tender dated 11th 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 Six hundred one million six hundred thirty nine thousand two hundred twenty only (TZS: 601,639,220/=) 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**

Attachment: Contract

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