



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**

April 2022

Form of Contract

THIS AGREEMENT made the ____ 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 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 ancillary services, viz., Supply installation commissioning testing and training of new medical equipment Aphaeresis Machine and fifteen starter Kit, Tender No; PA/101/2021 -2022/KCMC/G/18 LOT 2 and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of Tanzanian Shillings one hundred sixteen million eight hundred twenty five thousand only (TZS 116,825,000 =) (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 Purchaser's Letter of Acceptance
 - (c) The General Condition of the Contract;
 - (d) The Special Conditions of Contract;
 - (e) The Form of Tender and the Price Schedule submitted by the Tenderer;
 - (f) The Schedule of Requirements;
 - (g) 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.

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 Centre** and delivered before us this day of May 2022.

Name: Prof G - Masenge
Signature: [Signature]
Designation: DR KCMC
Postal Address: P.O Box 3010 MOSHI

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

In the presence of:

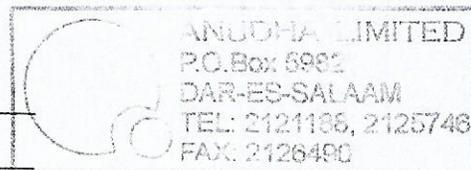
Name: JACOB P. KHALALI
Signature: [Signature]
Designation: LEGAL OFFICER
Postal Address: P O Box 3010 MOSHI

Sealed with the common seal of the said **M/s Anudha Limited** and delivered before us this 09... Day of May 2022.

Name: ANURAG HASSIJA
Signature: [Signature]
Designation: DIRECTOR
Postal Address: BOX 5982 DSM

In the presence of:

Name: MUTTABA MOLOO
Signature: [Signature]
Designation: ACCOUNTANT
Postal Address: Box 5982 DSM



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: 9th May 2022
	1.1 (e)	Completion Date : 30th June 2022
	1.1 (m)	Intended Delivery Date: Within (2) Months after contract signing
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 i.e. Apheresis Machine and fifteen starter Kit. Tender No. PA/101/2021-2022/KCMC/G/18 LOT 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 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.



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>

9th May 2022

Letter of Acceptance

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

This is to notify you that your Tender dated 30th March 2022 for execution of the Supply installation commissioning test and training of Aphaeresis Machine and fifteen starter Kit contract No, PA/101/2021 -2022/KCMC/G/18 lot 2 for the Contract Price of the equivalent of Tanzanian Shillings one hundred sixteen million eight hundred twenty five thousand only (TZS 116,825,000 =) 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: **Prof. Gileard G. Masenga**
Executive Director

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

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.