

KILIMANJARO CHRISTIAN MEDICAL CENTER P. O. BOX 3010 MOSHI

CONTRACT BETWEEN KILIMANJARO CHRISTIAN MEDICAL CENTER AND KAS MEDICS LIMITED

FOR
SUPPLY INSTALLATION, TESTING
COMMISSIONING AND TRAINING OF NEW
MEDICAL EQUIPMENT

DECEMBER 2021

Form of Contract

day of December 2021 between the Christian Medical Center of P. O. Box 3010 Moshi of Tanzania need the Procurement Entity") of the one part and Kas Medics December 2021 between 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 4 and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of Tanzanian Shillings Three billion three hundred sixty nine million five hundred fifty thousand only (TZS: 3,369,550,000.00/=), (Hereinafter called "the Contract Price")

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- 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 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 Special Conditions of Contract;
 - (c) The General Condition of 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 Tanzanian Shillings Three billion three hundred sixty nine million five hundred fifty thousand only (TZS: 3,369,550,000.00/=), 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.

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

Sealed with the common sed of the soid The Kilimanjaro Christian Medical Center and delivered before us this day of December 2021. Name: PRIF GILLARD G- MARIAGA Signature: Designation: Executive DIRECTOR Postal Address: 2010, MASHI In the presence of: Name: RACHELLY Signature: Designation: LEGAL AFFICE Postal Address: 3010, Hastin Sealed with the common sect of the sold M/s Kas Medics Limited and delivered before us this Day of December 2021. PA-Mm KAS MEDICS LTD. Name: Signature: MANAGERE **busector** Designation: ASSE. THE ES STEAM Postal Address: In the presence of Nome: Signature: iomaissumai Designation: Postal Address: -Windle May

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		
	Definition	s (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: 20th January 2022		
	1.1(e)	Completion Date:13th April 2022		
	1.1(m)	Intended delivery Date: Within 12 weeks after signing contract		
2.	1.1(j)	The Supplier is: Kas Medics Limited, P.O.Box 7856, 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 no 4		
	Governing Language (GCC 4)			
4.	4.1	The Governing Language shall be: English		
	Applicab	le Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of Tanzania		
	Country o	of Origin (GCC 6)		

6.	6.1	Country of Origin is: Not Applicable.
	Perform	mance 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.
	Inspec	tions and Tests (GCC 11)
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
		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 him 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.
	Packing	g (GCC 12)
10.	12.2	The following SCC shall supplement GCC 12.2:
		The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.
	Delivery	and Documents (GCC 13)
11.	13.1	For Goods supplied from abroad:
		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

		date, poi discharge, document	cantity, the vessel, the bill of lading number and rt of loading, date of shipment, port of etc. The Supplier shall mail the following to the Purchaser, with a copy to the Company:
		(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;
		(٧.)	Manufacturer's or Supplier's warranty certificate;
		(vi.)	Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
		(∨ii.)	Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate
		least one w	documents shall be received by the PE at reek before arrival of the Goods at the port or rival and, if not received, the Supplier will be for any consequent expenses.
12.	13.3	For Goods f	rom within the United Republic of Tanzania:
		Supplier sho	rery of the Goods to the transporter, the all notify the Procurement Entity and mail the ocuments to the procurement Entity:
		ir	One original plus four copies of the Supplier's nvoice showing Goods' description, quantity, unit price, and total amount;

	700	(ii.)	Delivery note, railway receipt, or truck receipt;
			Manufacturer's or Supplier's warranty certificate;
			nspection certificate issued by the nominated nspection agency, and the Supplier's factory nspection report; and
			Certificate of country of origin issued by the anzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.
		110colemen	e documents shall be received by the at Entity before arrival of the Goods and, if not the Supplier will be responsible for any expenses.
	Insurai	nce (GCC 14)	
13.	14.1	"warehouse	ce shall be in an amount equal to 110 the CIF or CIP value of the Goods from "to "warehouse" on "All Risks" basis, ar Risks and Strikes.
	Incide	ntal Services (Go	CC 16)
14.	16.1	Incidental se	rvices to be provided are: Not Applicable
	Spare F	arts (GCC 17)	
15.	17.1	Additional sp	are parts requirements are: Not Applicable
		Supplier shall supply of corports and corpossible, but	carry sufficient inventories to assure ex-stock assumable spares for the Goods. Other spare mponents shall be supplied as promptly as in any case within six (6) months of placing lopening the letter of credit.
	Warrant	y (GCC 18)	
16.	18.2	wandiny pend	partial modification of the provisions, the od shall be twelve (12) months from date of 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:
		(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,
		or
		(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.
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: one (14) days from the date of notification received from the purchaser
	Payment	(GCC 19)
18.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
		Payment for Goods supplied from abroad:
		Payment of foreign currency portion shall be made in: Not Applicable
		(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 Procurement Entity.

		(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.
		(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 PE.
		Payment of local currency portion shall be made in :[insert the currency] 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.
		Payment for Goods and Services supplied from within the United Republic of Tanzania:
		Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:
		(i) Advance Payment: 50% will be paid within 28 days down payment after contract signing
		(iii) On Acceptance: 50% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procurement Entity.
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 (0	GCC 20)
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC; Not Applicable

	Liquida	ated 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.
	Proced	lure 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
	Notice	s (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,
		Kas Medics Limited, P.O. Box 7856, Dar Es Salaam, Tanzania.

KAS MEDICS LIMITED

-	LOT No. 4 SUPPLY OF GRAD			
	/N ITEM DESCRIPTION 1 Ventilator mchine (Gradian CCV)	NEGOTIATED PRIC	ri-	POINT OF DELIVERY - KCMC
	2 ICU BED WITH MATRESS (HEAVY DUTY)	28,000,000.00		
	DEFFIBRILATOR WITH PACING MODE AND MODILE CTAND	6,750,000.00		448,000,000
		22,500,000.00		121,500,000
	The state of the s	2,650,000.00		45,000,000
	- The wholl	4,800,000.00		45,050,000
	- I GEIDESCOPE	9,000,000.00	_	9,600,000
	THE PART OF THE PA	620,000.00		27,000,000
- 0	DIGITAL X RAY MACHINE WITH INSTALLATION	215,000,000.00	1	1,860,000
151	IVEDV DOMESTIC		1 -	215,000,000 913,010,000.0
1	IVERY POINT -KILIMANJARO RRH (MAWENZI) Ventilator mchine (Gradian CCV)			
2	ICU BED WITH MATRESS (HEAVY DUTY)	28,000,000.00	4	112,000,000.
3	SUCTION MACHINE(AUTOMATIC -ELECTRICAL OPERATED)	6,750,000.00	12	81,000,000.
4	VEIN VIEWER (PAED & ADULT)	2,650,000.00	10	26,500,000.
5		4,800,000.00	5	24,000,000.
6	DIRECT LARYNGOSCOPY PAED/ADULT	9,000,000.00	2	18,000,000.
7	DIGITAL X RAY MACHINE WITH INSTALLATION	620,000.00	4	2,480,000.
8	AUTOCLAVE 300L	215,000,000.00	1	215,000,000.0
	NOTOCEAVE 300E	120,000,000.00	1	The same of the sa
				120,000,000.0 598,980,000.0
ELI 1	VERY POINT -MT. MERU RRH	The Transfer of the Market of the Control of the Co		
2	Ventilator mchine (Gradian CCV)	28,000,000.00	7	
3	ICU BED WITH MATRESS (HEAVY DUTY)	6,750,000.00	10	196,000,000.0
	DEFFIBRILATOR WITH PACING MODE AND MOBILE STAND	22,500,000.00		67,500,000.0
4	SUCTION MACHINE(AUTOMATIC -ELECTRICAL OPERATED)	2,650,000.00	2	45,000,000.0
5	VEIN VIEWER (PAED & ADULT)	4,800,000.00	13	34,450,000.0
6	VIDEO LARYNGOSCOPY/GLIDESCOPE	9,000,000.00	6	28,800,000.0
7	EXAMINATION LIGHT	The state of the s	3	27,000,000.00
8	DIGITAL X RAY MACHINE WITH INSTALLATION	720,000.00	10	7,200,000.00
9	AUTOCLAVE 300L	120,000,000.00	1	215,000,000.00
			1	120,000,000.00
			- 3 - 2	
LI	/ERY POINT -MANYARA RRH	TOWNS AND TO THE WAY HERE		740,950,000.00
1	Ventilator mchine (Gradian CCV)	Province		
1 2	Ventilator mchine (Gradian CCV) ICU BED WITH MATRESS (HEAVY DUTY)	28,000,000.00	2	
1 2 3	Ventilator mchine (Gradian CCV) ICU BED WITH MATRESS (HEAVY DUTY) DEFFIBRILATOR WITH PACING MODE AND MORIJE STAND	28,000,000.00	12	740,950,000.00
1 2	Ventilator mchine (Gradian CCV)	28,000,000.00 6,750,000.00 22,500,000.00		740,950,000.00
1 2 3	Ventilator mchine (Gradian CCV) ICU BED WITH MATRESS (HEAVY DUTY) DEFFIBRILATOR WITH PACING MODE AND MOBILE STAND VEIN VIEWER (PAED & ADULT) AUTOCLAVE 300L	28,000,000.00 6,750,000.00 22,500,000.00 4,800,000.00	12 2 2	740,950,000.00 56,000,000.00 81,000,000.00 45,000,000.00
1 2 3 4	Ventilator mchine (Gradian CCV) ICU BED WITH MATRESS (HEAVY DUTY) DEFFIBRILATOR WITH PACING MODE AND MOBILE STAND VEIN VIEWER (PAED & ADULT)	28,000,000.00 6,750,000.00 22,500,000.00 4,800,000.00 120,000,000.00	12 2	56,000,000.00 81,000,000.00 45,000,000.00 9,600,000.00
1 2 3 4 5	Ventilator mchine (Gradian CCV) ICU BED WITH MATRESS (HEAVY DUTY) DEFFIBRILATOR WITH PACING MODE AND MOBILE STAND VEIN VIEWER (PAED & ADULT) AUTOCLAVE 300L	28,000,000.00 6,750,000.00 22,500,000.00 4,800,000.00 120,000,000.00 18,300,000.00	12 2 2	56,000,000.00 81,000,000.00 45,000,000.00 9,600,000.00 120,000,000.00
1 2 3 4 5	Ventilator mchine (Gradian CCV) ICU BED WITH MATRESS (HEAVY DUTY) DEFFIBRILATOR WITH PACING MODE AND MOBILE STAND VEIN VIEWER (PAED & ADULT) AUTOCLAVE 300L BLOOD GAS ANALYZER	28,000,000.00 6,750,000.00 22,500,000.00 4,800,000.00 120,000,000.00 18,300,000.00 7,600,000.00	12 2 2 1	56,000,000.00 81,000,000.00 45,000,000.00 9,600,000.00 120,000,000.00 36,600,000.00
1 2 3 4 5 6	Ventilator mchine (Gradian CCV) ICU BED WITH MATRESS (HEAVY DUTY) DEFFIBRILATOR WITH PACING MODE AND MOBILE STAND VEIN VIEWER (PAED & ADULT) AUTOCLAVE 300L BLOOD GAS ANALYZER SLUICE SINK EXAMINATION LIGHT	28,000,000.00 6,750,000.00 22,500,000.00 4,800,000.00 120,000,000.00 18,300,000.00	12 2 2 1 2	56,000,000.00 81,000,000.00 45,000,000.00 9,600,000.00 120,000,000.00 36,600,000.00 22,800,000.00
1 2 3 4 5 6 7	Ventilator mchine (Gradian CCV) ICU BED WITH MATRESS (HEAVY DUTY) DEFFIBRILATOR WITH PACING MODE AND MOBILE STAND VEIN VIEWER (PAED & ADULT) AUTOCLAVE 300L BLOOD GAS ANALYZER SLUICE SINK EXAMINATION LIGHT VIDEO LARYNGOSCOPY/GLIDESCOPE	28,000,000.00 6,750,000.00 22,500,000.00 4,800,000.00 120,000,000.00 18,300,000.00 7,600,000.00	12 2 2 1 2 3	56,000,000.00 81,000,000.00 45,000,000.00 9,600,000.00 120,000,000.00 36,600,000.00 22,800,000.00 3,600,000.00
1 2 3 4 5 6 7 8	Ventilator mchine (Gradian CCV) ICU BED WITH MATRESS (HEAVY DUTY) DEFFIBRILATOR WITH PACING MODE AND MOBILE STAND VEIN VIEWER (PAED & ADULT) AUTOCLAVE 300L BLOOD GAS ANALYZER SLUICE SINK EXAMINATION LIGHT	28,000,000.00 6,750,000.00 22,500,000.00 4,800,000.00 120,000,000.00 18,300,000.00 7,600,000.00	12 2 2 1 2 3 5	56,000,000.00 81,000,000.00 45,000,000.00 9,600,000.00 120,000,000.00 36,600,000.00 22,800,000.00
1 2 3 4 5 6 7 7 8 9	Ventilator mchine (Gradian CCV) ICU BED WITH MATRESS (HEAVY DUTY) DEFFIBRILATOR WITH PACING MODE AND MOBILE STAND VEIN VIEWER (PAED & ADULT) AUTOCLAVE 300L BLOOD GAS ANALYZER SLUICE SINK EXAMINATION LIGHT VIDEO LARYNGOSCOPY/GLIDESCOPE DIRECT LARYNGOSCOPY PAED/ADULT	28,000,000.00 6,750,000.00 22,500,000.00 4,800,000.00 120,000,000.00 18,300,000.00 7,600,000.00 720,000.00 9,000,000.00	12 2 2 1 2 3 5	740,950,000.00 56,000,000.00 81,000,000.00 45,000,000.00 9,600,000.00 120,000,000.00 22,800,000.00 3,600,000.00 27,000,000.00
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1 2 3 4 5 6 7 7 8 9	Ventilator mchine (Gradian CCV) ICU BED WITH MATRESS (HEAVY DUTY) DEFFIBRILATOR WITH PACING MODE AND MOBILE STAND VEIN VIEWER (PAED & ADULT) AUTOCLAVE 300L BLOOD GAS ANALYZER SLUICE SINK EXAMINATION LIGHT VIDEO LARYNGOSCOPY/GLIDESCOPE DIRECT LARYNGOSCOPY PAED/ADULT ERY POINT -TANGA RRH (BOMBO) Ventilator mchine (Gradian CCV) ICU BED WITH MATRESS (HEAVY DUTY) DEFFIBRILATOR WITH PACING MODE AND MOBILE STAND SUCTION MACHINE(AUTOMATIC -ELECTRICAL OPERATED)	28,000,000.00 6,750,000.00 22,500,000.00 4,800,000.00 120,000,000.00 7,600,000.00 720,000.00 9,000,000.00 620,000.00 28,000,000.00 6,750,000.00	12 2 2 1 2 3 5 3 4	740,950,000.00 56,000,000.00 81,000,000.00 45,000,000.00 120,000,000.00 22,800,000.00 27,000,000.00 27,000,000.00 404,080,000.00 40,500,000.00 22,500,000.00
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GRAND TOTAL

3,369,550,000.00

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

MINUTES OF THE NEGOTIATION MEETING HELD ON 16.11.2021

KCMC BOARD ROOM

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

S/No	NAME	POSITION	HOSPITAL/COMPANY NAME		
1	DR. FREDSON MWIGA	Chairperson	KCMC, Moshi		
2	MR. KENEDY MWAKALINDILE	Secretary	BOMBO, Tanga RRH		
3	MR. ADAM LYATUU	Member	Mount Meru RRH		
1	CPA MORA ABRAHAM	Member	Mawenzi RRH		
5	DR. LADISLAUS RITTE	Member	Kibong'oto		
6	DR. TAMARY H. LEVERI	Member	Kibong'oto		
7	MR. EMILY L. DAUD	Member	Manyara RRH		
8 .	MR. PADAM DAS	Member .	DIRECTOR KAS MEDICS		
9	MR. NAVIN KUCKIAN	Member	DIRECTOR Finance KAS MEDICS		
10	MR. DOMINIC MBITHI	Member	MANAGER Equipment/Service KAS MEDICS		

2021/3.0 OPENING REMARKS

The meeting was opened by word of prayer at 07.30 PM. The chairman welcomed all members to participate in the negotiation.

2021/4.0 NEGOTIATION AREAS

S/No	NEGOTIATION AREAS	OBJECTIVES	NEGOTIATION
1	Price of both equipment and service	market price of particular equipment	PARAMETERS
2	Mode of payment	To know the percentage of payment	avana 1 2004
3	Training on both operating and servicing	before and after delivery To ensure on time servicing and troubleshooting of equipment through local staff	mode of payment
4	Delivery period	To set enough and considerable time for preparation of installation area and personnel who will operate the equipment	equipment Within 12 weeks after contract signing
5	equipment	To know the schedule of service per prescribed item and mode of replacement and smill ill.	Service should be done as per service manual of the machine.

2021/4.1 NEGOTIATION FOR THE REDUCTION OF EXPENSES FOR ESSENTIAL MEDICAL EQUIPMENT

Representatives from KAS MEDICS presented an agreement to supply of essential medical equipment for emergency departments (EMD), intensive care units (ICU), Anaesthesia and Theatre and Radiology. Among other things they will be responsible for delivery, installation, training of users and local engineers and maintenance of the prescribed items. The committee met to negotiate for the reduction of costs of the prescribed items, and the outcome of the negotiation is shown on the attached excel sheet. Of note, is that some prices were too high for the prescribed item specifications and it was proposed to make adjustment of prices to match the prescribed items specification. Also the committee observed that other items had less specifications for intended use, and it was proposed to replace such items with others of appropriate specification. After considering expert opinions and the technical aspect, it was therefore proposed that an item "SUCTION MACHINE F-30" be replaced with "SUCTION MACHINE F-60." Furthermore, some items were significantly under estimated from the quoted prices to cause a huge price difference calling for a further review by procurement unit.

2021/4.2 NEGOTIATION FOR THE MODE OF PAYMENT

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

- 65% as down payment after signing the contract and
- ii. 35% payment on delivery, installation, testing and commissioning.

2021/4.3 NEGOTIATION FOR TRAINING ON BOTH OPERATING AND SERVICING KAS MEDICS 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.

2021/4.4 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.

2021/4.5 NEGOTIATION FOR SERVICE AND MAINTENANCE OF EQUIPMENT

- It was agreed that the KAS MEDICS will be responsible for servicing and maintenance of the prescribe items within the manufacturer's warranty period.
- It was also agreed that, the supplier will be responsible for comprehensive servicing and maintenance plan of the prescribed item where applicable for 5 years from the date of Installation.
- Furthermore, it was agreed that maintenance and servicing will be done according to the schedule prescribed in the manufacturer's service manual.
- The Warranty, Comprehensive servicing and Maintenance plan shall be exclusive of Consumables.

2021/5.0 CLOSING REMARKS

The chairman thanked members for their contributions, and registered best regards to KAS MEDICS for the engagement ahead, hopping its success will improve the quality of services offered at the hospital and strengthen partnership between the parties. The meeting was closed at 06:30 PM.

Dr. Fredson Mwiga CHAIRMAN

Mr. Kenedy Mwakalindile RECORDER

MR. PADAM DAS

Representative of Kas Medics Limited



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

20th December 2021

Letter of Acceptance

To: Director,

Kas Medics Limited,

P O. Box 7856,

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 4 for the Contract Price of the equivalent of Tanzanian Shillings Three billion three hundred sixty nine million five hundred fifty thousand only (TZS: 3,369,550,000.00/=), 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