

JAKAYA KIKWETE CARDIAC INSTITUTE



CONTRACT NO: PA/140/2021-2022/G/37

FOR

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND
TRAINING OF GE ECHO MACHINE**

BETWEEN

MTWARA ZONAL REFERRAL HOSPITAL

AND

M/S COMPUTECH-ICS (T) LTD

CONTRACT No: PA/140/2021-2022/G/37 FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRAINING OF GE ECHO MACHINE

This contract agreement is made the 20th day of FEBRUARY, 2022 between **Mtwara Zonal Referral Hospital** a corporation incorporated under the laws of the United Republic of Tanzania and having its principal place of business at **P. O. Box 272, Mtwara, Tanzania** (hereinafter called "the Employer") and **M/S Computech-ICS (T) Limited**, a private limited company registered under the Company laws and having its principal place of business at **P.O. Box 5171 Dar ss Salaam, Tanzania** (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor to **Supply, Install, Test, Commissioning and Training of GE Echo Machines for Mtwara Zonal Referral Hospital** ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1.
Contract
Documents**

- 1.1 Contract Documents (Reference GCC 2)
The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:
- (a) This form of Agreement and the Appendixes hereto
 - (b) Tender and Price Schedules submitted by the Contractor
 - (c) Special Conditions of Contract
 - (d) General Conditions of Contract
 - (e) Technical Specifications
 - (f) Letter of acceptance
 - (g) Terms and Procedures of Payment
- 1.2 Order of Precedence (Reference GCC 2)
In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.
- 1.3 Definitions (Reference GCC 1)
Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2.
Contract Price
and Terms of
Payment

- 2.1 Contract Price (Reference GCC 11)
The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of TZS. **115,000,000.00 (Tanzania Shillings One Hundred Fifteen Million Only) VAT Exclusive** as specified in Price Schedule No. 5 (Grand Summary) or such other sums as may be determined in accordance with the terms and conditions of the Contract.
- 2.2 Terms of Payment (Reference GCC 12)
The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the corresponding Appendix (Terms and Procedures of Payment) hereto.

Article 3.
Effective Date
for
Determining
Time for
Completion

- 3.1 Effective Date (Reference GCC 1)
The Time of Completion of the Facilities shall be determined from the date when all of the following conditions have been fulfilled:
- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
 - (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee;
 - (c) The Employer has paid the Contractor the advance payment
 - (d) The Contractor has been advised that the documentary credit referred to in Article 2.2 above has been issued in its favor.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the parties shall discuss and agree on an

equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.


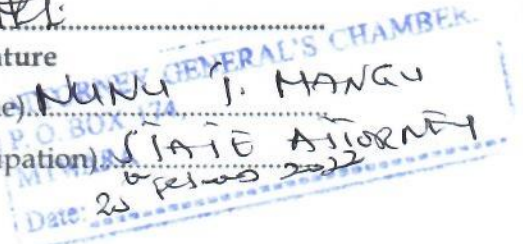
**Article 4.
Appendixes**

- 4.1 The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.
- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.


**SIGNED BY, FOR AND ON BEHALF
OF THE EMPLOYER:**


.....
Signature
(Name) KISSIMBU
(Occupation) MEDICAL OFFICER / NURSE


In the presence of

.....
Signature
(Name) NUNY J. MANGU
(Occupation) STATE ATTORNEY


SIGNED BY, FOR AND ON BEHALF OF THE CONTRACTOR:


.....
Signature
(Name) MICHAEL MPEKA
(Occupation) COUNTRY MANAGER
(Address) Box 5171 DSM

In the presence of

.....
Signature
(Name) STELLA WANVA
(Occupation) SALES EXECUTIVE
(Address) Box 5171 DSM

