

Form of Agreement

THIS AGREEMENT is made the 09 day of Aug, 2022 Between MUHIMBILI NATIONAL HOSPITAL_MLOGANZILA, a corporation incorporated under the Laws of Tanzania and having its principal place of business at Mloganzila - Kibamba, Ubungo Municipal, P.O Box 65000, DAR ES SALAAM (hereinafter called "the Employer"), and PACIFIC DIAGNOSTICS LIMITED, a corporation incorporated under the laws of Tanzania and having its principal place of business at Plot 46- 48, Mikocheni Industrial Area, Opposite Coca-cola Kwanza Factory Dar es Salaam, Tanzania., P.O Box 34056, Dar es Salaam (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor to Supply, Install Test, Train and Commission Medical Equipments for MNH_Mloganzila Tender No. PA/009/2021-22/HQ/G/06 LOT 4 ("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

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
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Letter of Acceptance
- (e) Technical Specifications
- (f) Form of Tender and Price Schedules submitted by the Contractor
- (g) Negotiation Minutes
- (h) Power of Attorney

1.2 Order of Precedence

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

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

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

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shall be the aggregate of: Tshs 650,520,000.00 (Tanzanian Shillings six hundred fifty million five hundred twenty thousand Only) VAT Exclusive as per virtue of Item 14 of Part B of the Fifth Schedule to the East African Community Customs Management Act, 2004 and Item 7 of Part I of the exemption Schedule to the VAT Act, 2014) 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

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.

The Employer shall instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor.

In the event that the amount payable under Schedule No. 1 is adjusted in accordance with GCC 11.2 or with any of the other terms of the Contract, the Employer shall arrange for the documentary credit to be amended accordingly.

Article 3. Effective
Date for
Determining
Time for
Completion

3.1 Effective Date

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 fulfil 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.

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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.

For and on behalf of MUHIMBILI NATIONAL HOSPITAL MTOGANZILA

Name..... Dr Hedwiga Francis Inai

Designation.....

Signature.....

EXECUTIVE DIRECTOR
MUHIMBILI NATIONAL HOSPITAL
P. O. Box 65000
DAR-ES-SALAAM

[Authorized Representative]

Witness..... Veronica C. Hellan

Qualification..... Head of Legal Affairs Unit

Signature & Stamp.....

Date.....

LEGAL UNIT
MUHIMBILI NATIONAL HOSPITAL
P. O. Box 65000
DAR ES SALAAM

For and on behalf of PACIFIC DIAGNOSTICS LIMITED

Name..... NAFIAL PHILLIP

Designation..... CHIEF OPERATING OFFICER

Signature.....

[Authorized Representative]

Witness..... NELICE BAGIRA

Qualification..... TENDER OFFICER

Signature & Stamp.....

Date.....

9/08/2022





THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH
MUHIMBILI NATIONAL HOSPITAL



In reply please quote:
Ref.No. MNH/CSO/TENDER/VOL IV/457/2022

Date: 04/08/2022

MANAGING DIRECTOR
PACIFIC DIAGNOSTICS LIMITED,
P.O Box 34056,
DAR ES SALAAM,
TANZANIA

**RE: NOTIFICATION OF AWARD OF CONTRACT FOR
TENDER NO: PA/009/2021-22/HQ/G/06 LOT 4 FOR SUPPLY, INSTALL, TEST,
TRAIN AND COMMISSION OF MEDICAL EQUIPMENTS**

This is to notify you that your Tender dated 03 August, 2022 for execution of Contract Tender No PA/009/2021-22/HQ/G/06 Lot 4 for Supply, Install, Test, Train and Commission of Medical Equipments for the Accepted Contract Amount of the equivalent of Tshs 650,520,000.00 (Tanzanian Shillings six hundred fifty million five hundred twenty thousand Only) VAT Exclusive as per virtue of Item 14 of Part B of the Fifth Schedule to the East African Community Customs Management Act, 2004 and Item 7 of Part I of the exemption Schedule to the VAT Act, 2014) as corrected and modified in accordance with the instructions to bidders is hereby accepted by us. You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of Contract, using for that purpose the Forms included in this Contract.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: Dr Hedwig Francis Inai Ag EO

Name of Client: **MUHIMBILI NATIONAL HOSPITAL**

Attachment: Contract

Copy: PPRA, CAG, Office of Attorney General, GAMD, IAG, TRA