

28.04.2009

CONTRACT FOR THE SUPPLY OF anti-TB DRUGS

Contract No.: CON&PO No.

Contract Date:

Contract Value: USD

Proforma Invoice No.:

Reference for Payment: 57.3003.1-002.

Final destination: CIP

This contract (hereinafter, together with all appendices attached hereto and forming an integral part hereof, called the "Contract") is made between

(hereinafter called the "Client")

and

Deutsche Gesellschaft für Technische Zusammenarbeit (GTZ) GmbH
International Services
Dag-Hammarskjöld-Weg 1-5
65760 Eschborn
Germany

As contracted procurement agent of the GLOBAL DRUG FACILITY (GDF),
and hereinafter called the "Procurement Agent"

WHEREAS

1. The Client wishes that certain goods and services should be provided by the Procurement Agent viz, the supply of anti-TB drugs in accordance with TB Drugs and Supply Sources reviewed and approved by STOP-TB/ GDF, Geneva Switzerland, as per the Client's Request for Quotation.

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2. The Client has accepted a quotation by the Procurement Agent for such goods and services in the approximate sum as stated on page 1 hereinafter termed the Contract Sum.
3. The Proforma Invoice stated on page 1 submitted by the Procurement Agent shall be deemed to form and be read and construed as an integral part of this Contract.
4. The Client will

Either

transfer the Contract Sum in US Dollars to:

Account holder: Deutsche Gesellschaft für
Technische Zusammenarbeit (GTZ) GmbH
Account Name: GTZ Global TB Drug Facility – Direct Procurement –
1st Line TB Procurement Agent
Bank: Commerzbank AG Frankfurt/Main
Kaiserstr. 30
60311 Frankfurt am Main
Account no.: 58 51225 02 USD Bank Code: 500 400 00
IBAN: DE42 5004 0000 0585 1225 02
SWIFT: COBADEFF

Or

Effect payment in US Dollar by means of a confirmed, irrevocable, transferable and divisible Letter of Credit equal to the total price of contract and relating proforma invoice, to be opened in favour of and at no cost to GTZ GmbH, Eschborn/Germany within 7 (seven) days from contract signature and to be confirmed by a first class German bank which will be advised by GTZ GmbH upon receipt of the order.

This Letter of Credit is to permit transshipment and partial shipments and shall be payable in the Federal Republic of Germany with the confirming bank.

With all payments the following reference will be stated:

57.3003.1-001.

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5. In consideration of the payments to be made by the Client, the Procurement Agent undertakes to provide the goods and services stipulated herein. The Procurement Agent will not accept the return of any goods procured on behalf of the Client unless specially agreed upon between the Procurement Agent and the Client in writing. The Procurement Agent accepts no liability for any third party claims arising out of or in connection with the acceptance of execution of the order. The Client shall indemnify, deal with, defend and hold the Procurement Agent harmless in connection with any third party claim or other cause or action arising from the acceptance or extension of this order by the Procurement Agent.

6. The Procurement Agent will procure the goods and services based on long-term agreements with suppliers, which result from limited international competitive bidding exercises reviewed and approved, by STOP-TB/GDF. The goods will be subject to a pre-shipment inspection and all batches of anti-TB drugs from which the goods of the Client will be derived, will be subject to quality control analyses by an independent recognised laboratory approved by STOP-TB/GDF. Certificates of laboratory analysis and Clean Reports of Findings on the quality control inspection of the goods will be provided to the Client.

Shelf-Life: All goods bear the dates of manufacture and expiry and have a minimum of 75 % remaining shelf life for products with a total specified shelf life of 4 years or less and of 3 years remaining shelf life for products with a total specified shelf life of more than 4 years upon the date of presentation for Pre-shipment Inspection, unless specifically authorized otherwise by the Purchaser.

7. The Procurement Agent will procure the goods in conformity with the specifications approved by the Client, unless otherwise agreed. The Procurement Agent's responsibility will thus be confined to provide such goods and has neither responsibility nor liability expressed or implied for the appropriateness of such goods and services, acting solely as a procurement agent on behalf of the Client. The Procurement Agent shall, under no circumstances be liable for any direct or consequential damages arising from acceptance or execution of the Client's order.

8. The Procurement Agent will not be responsible for delays or inability to fulfil any purchase order due to force majeure such as strikes, lockouts, civil unrest or other factors outside its control, but will in such cases notify the Client that the order cannot be fulfilled.

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9. The Client undertakes to pay the Procurement Agent in consideration of the goods and services to be provided, the Contract Sum, or such other sum as may become payable under the provisions specified in the Proforma Invoice, upon presentation of the Proforma Invoice, by means of a bank transfer.
10. The Procurement Agent undertakes to arrange delivery of the said goods as soon as possible, and in accordance with the Proforma Invoice to FCA delivery point, after receipt of full payment of the Contract Sum.
11. The Contract Sum represents full consideration for:
 - a. cost and supply of all required items, including transport and insurance to final destination as stated on page 1
 - b. pre-shipment inspection and laboratory analysis of all batches
 - c. handling fee of the Procurement Agent (2,95%).
12. The Client accepts full responsibility for:
 - a. provision of import license (if applicable)
 - b. customs clearance of the goods including any duties or taxes payable
 - c. pre-shipment arrangement, if applicable, for importation of drugs, imposed by National Authorities.
13. This Contract becomes effective from the date of the final signature. No amendment of this Contract will be valid unless in writing and signed by both parties.
14. All other terms and conditions to be in accordance with Proforma Invoice stated on page 1
15. Payment terms: Advance Payment of the Contract Sum Or Letter of Credit.

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16. Any dispute relating to the interpretation or execution of this Contract will, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute will be settled by arbitration. The arbitration will be conducted in accordance with the modalities to be agreed upon by the parties, or in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The arbitral proceedings will take place in Germany, in the English language. The parties will accept the arbitral award as final.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names.

Date:

For and on behalf of

Date:

For and on behalf of: Deutsche Gesellschaft für Technische
Zusammenarbeit (GTZ) GmbH

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