



AMAN HOSPITAL

Package 3 – Medical Equipment

Doha, Qatar

JAWAS MEDICAL
MEQ 5 - Gym Equipment

Contract Agreement

Date 2021

Description	Date
Issued for execution by the Parties	27/02/2021

Handwritten signature

**Aman Hospital
Package 3
Medical Equipment**

CONTRACT AGREEMENT

for
**AMAN HOSPITAL, PACKAGE 3 – MEDICAL EQUIPMENT TENDER PACKAGE 1 –
MEQ 5- Gym Equipment
DOHA, QATAR**

THIS AGREEMENT is made this day 26 / 09 / 2021

BETWEEN

Aman Hospital, Jaidah Tower, 9th Floor, P.O. Box: 8199, Doha, State of Qatar
(hereinafter "The Employer" or "Client" or "First Party").

AND

M/S. Jawas Medical , having as its registered address at Al Muftah Plaza, 4th Floor, Al
Rayan Road, Doha represented by Mr. A. H. R. G. W. J. S.
(hereinafter "Contractor" or "the Second Party").

I - INTRODUCTION

- Whereas, the First Party wishes to entrust the Second Party to carry out the works of Supply, Installation and Commissioning of the Package 3, Medical Equipment Package 1 - MEQ 5 – Gym Equipment.
- Whereas, the Second Party agrees to carry out the scope of works mentioned above. The Contractor also undertakes to provide, all services reasonably incidental there to and will use its best endeavors for the good completion of the services.
- Whereas, the Client and the Contractor have the legal capacity to conclude this Agreement, the Parties agree as follows:

 



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II - PRINCIPAL CONDITIONS OF THE AGREEMENT

1. The previous introduction and all documents referenced in article 3 below constitute an integral part of the Contract, and are deemed to be complementary and explained to each other, as may be described in the Conditions of Contract.
2. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to:
3. This Contract comprises this Agreement together with the following documents:
 - a) the Letter of Award dated (date) (Note: 'List of excluded' items referenced as an attachment does not exist),
 - b) the post Tender correspondence listed below,
 - c) the Special Terms and Conditions,
 - d) the Conditions of Contract,
 - e) the Specifications,
 - f) the Drawings,
 - g) the Training and Warranty Schedule,
 - h) the priced Bill of Quantities, and
 - i) the Tender and Accompanying Documents, Technical and Commercial Letters.

Correspondence

<u>Sl. No.</u>	<u>Communication Type / Reference</u>	<u>Date</u>
(i)	Letter to Provider clarifying the Service Agreement status, Quotation by Mail	24 th Aug 2021
(ii)	Letter to Provider detailing warranty requirements. Quotation by Mail	24 th Aug 2021

4. In case of any ambiguity or discrepancy between this Agreement and above-listed documents then the provisions, words and figures of the Agreement shall prevail over those in any other documents.
5. The Scope of Works for the Agreement shall be the Gym Equipment as detailed in the Drawings, Bill of Quantities, Specifications and all other documents. The Service Agreement for succeeding years after the Period of Maintenance is included in the Scope of Works provisionally.
6. Second Party will provide the qualified and authorized staff for successful completion of Contract throughout the Gym Equipment supply, installation, commissioning, maintenance and warranty period..
7. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to complete

Contract No : AHPRO/2021-004

(2)

Contract Agreement

 



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the Gym Equipment supply, installation, commissioning, maintenance and warranty and maintain the Works in conformity in all respects with the provisions of the Contract.

8. In consideration of Contractor performing the Services in accordance with the Agreement, Client hereby covenants to pay Contractor the Contract Price of: MEQ 5 – QR. 125,000.00 (Qatari Riyals One Hundred Twenty Five Thousand Only) for the Medical Equipment supply, installation, commissioning, maintenance and warranty all as detailed in the Contract Documents, the Letter of Award and the Post Tender Correspondence and at the time stated and in the manner prescribed by the Contract.
9. The Contractor agrees to negotiate in good faith, a detailed Service Agreement for the Medical Equipment Works in accordance with the principles described in the letter referenced at Correspondence Article 3 (i) above, for or less than the not to be exceeded amount of: QR. 36,000.00 (Qatari Riyals Thirty Six Thousand Only)
10. The Contractor also hereby covenants to transfer without future consideration the beneficial use of all warranties and guarantees which are to be provided under the provisions of the contract to any successive owners of the Works including the premises and the facilities covered thereby.
11. The Contract shall be deemed to have come into force on the date 01/10/2021 which date shall be deemed to be the Effective Date of the Agreement.
12. The Commencement Date, Delivery and Completion Date of the Contract including mobilization shall be as follows:

Commencement Date: The Effective Date
Delivery and Completion Date: Date of Delivery need to confirmed with Project Team 2 weeks prior to delivery

The period of maintenance shall be 3 years for standard Medical Equipment and 5 years for Major Medical Equipment (as detailed in Volume 2) from the date of issue of certificate of completion.

 



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IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate on the dates stated below.

FOR EMPLOYER:

Signature:

Name: Antonio Barreto

Title: CFO

Date: 27/09/2021

FOR CONTRACTOR:

Signature:

Name: Amor Guidoun

Title: CEO

Company Name: Jawas Medical

Date: 26/09/2021

