

CONTRACT

for Consulting Services

dated

Sept. 9, 2021

between

**Ministry of Health and Social Development of the Kyrgyz Republic
Moskovskaya street 148
720040, Bishkek, Kyrgyz Republic**

– hereinafter referred to as the “Employer” –

represented by

**KfW
Palmengartenstraße 5 – 9
60325 Frankfurt am Main, Germany**
– hereinafter referred to as “KfW” –

and

**management4health GmbH
Hebelstr. 11, 60318 Frankfurt, Germany**

– hereinafter referred to as the “Consultant” –

Project

Mother and Child Care VI, VII & VIII, “Perinatal Centre Osh”
KfW Procurement No. 503644
BMZ No. 2011 66 453, 2012 67 368, 2013 65 451, and 2013 70 022

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Special Conditions

Ad Article 1: General Provisions

Ad 1.1: Definitions

“Completion Period”: The completion period shall be up to 60 consecutive calendar months from the day of commencement.

“Project”: The consulting services shall be performed for Mother and Child Care VI, VII & VIII, “Perinatal Centre Osh”, KfW Procurement No. 503644, BMZ No. 2011 66 453, 2012 67 368, 2013 65 451, and 2013 70 022 (the “Project”).

“Date on which execution shall be commenced”: The date on which execution shall be commenced lies two (2) weeks after the day on which the Contract was registered at the Ministry of Finance of the Kyrgyz Republic after it was originally signed by both parties, and after the Consultant has received the advance payment.

Ad 1.4: Communication

The language for notices, instructions, reports and other messages shall be English.

Ad 1.5: Notices

Address of the Employer

Postal address Ministry of Health and Social Development
of the Kyrgyz Republic
Moskovskaya street 148
720040, Bishkek, Kyrgyz Republic

Email: mz@med.kg

Phone: +996 312 660717; +996 312 621865

Fax: +996 312 660717

Address of the Consultant

Postal address management4health GmbH
Hebelstr. 11, 60318 Frankfurt, Germany

Email: Stefano.ferrari@m4health.pro

Phone: +49 69 3487 771 0

Fax: +49 69 3487 771 99

Address of KfW

Postal address
Palmengartenstrasse 5 – 9
60325 Frankfurt
Germany

Email: info@kfw.de

Phone: +49 (69) 7431-0

Fax: +49 (69) 7431-2944

Ad 1.6: Law and language

The language of the Contract shall be English.

The law governing this Contract shall be the law of the Federal Republic of Germany.

Ad 1.10: Rights to the results of work, copyright

There are no Special Conditions of Contract applicable to GCC 1.10.

Ad 1.15: Reimbursements

Account details of the Employer's special account for reimbursements in
Local Currency: not applicable

Ad Article 2: The Employer

Ad 2.2: Decisions/cooperation

Decisions/cooperative actions of the Employer pursuant to Paragraph 2.2
[Decisions/cooperation] must be taken/performed at the latest within four (4)
weeks.

Ad 2.4: Taxes

The contractual parties agree on the following provisions regarding taxes and levies: Consultant, subcontractor, foreign personnel are exempt from taxes/levies in the country of the Employer pursuant to Article 2.4.1

Ad 2.6: Contact person of the Employer

The Employer's contact person shall be
Dr. Rakhmatullaev Zhalalidin Mamayusupovich, Deputy Minister of Health and Social Development.

The Employer's deputy shall be
the serving Director of Osh Inter-oblast Joint Clinical Hospital.

Ad Article 3: The Consultant

Ad 3.3: Due diligence

There are no Special Conditions of Contract applicable to GCC 3.3.

Ad 3.4: Reporting

Nature, scope and frequency of reports are defined in the annexed Terms of Reference.

Ad 3.6.1: The Consultant's contact person for handling of the Contract

The Consultant's contact person for handling of the Contract shall be Mr Stefano Ferrari.

Contact details Stefano.ferrari@m4health.pro / +49 69 348 777 110

The deputy shall be Mr Torsten Keil. Contact details Torsten.Keil@m4health.pro / +49 69 348 777 124.

Ad 3.6.2: The Consultant's contact person for cases of emergency or crisis

The Consultant's contact person for cases of emergency or crisis shall be Mr Dominik Horrion.

Contact details Dominik.Horrion@m4health.pro / +49 69 348 777 117.

The deputy shall be Ms Susanne Manns.

Contact details Susanne.Manns@m4health.pro / +49 69 348 777 122.

Ad Article 5: Remuneration

Ad 5.1.1: Remuneration

For the services to be rendered by the Consultant under this Contract the Employer shall pay the sum of **2.488.155,00** in Euro ("Order Value").

The Order Value is composed of:

Lump Sum Services: **2.488.155,00** in Euro

Annex 8 [*Statement of Costs*] contains a detailed statement of costs.

Ad 5.2: Terms of payment

The Consultant's remuneration shall be paid against presentation of an invoice, indicating the BMZ-No. (KfW-Reference No., see § 1.1. Definitions "Project"), as follows:

497,631.00 EUR 20% advance payment (upon presentation of the advance payment guarantee). Due within 30 days upon entry into force of this contract against presentation of a corresponding invoice.

1,741,708.50 EUR Nine (9) consecutive half-yearly instalments (70%), each payable within 30 days upon presentation of a corresponding invoice and upon approval of the respective Semi-Annual Reports:

After 6 months: 193,523.17 EUR

After 12 months: 193,523.17 EUR

After 18 months: 193,523.17 EUR

After 24 months: 193,523.17 EUR

After 30 months: 193,523.17 EUR

After 36 months: 193,523.17 EUR

After 42 months: 193,523.17 EUR

After 48 months: 193,523.17 EUR

After 54 months: 193,523.14 EUR

248,815.50 EUR as the final payment (10%), after acceptance of the final report by PEA and KfW, payable within 30 days upon presentation of a corresponding invoice.

Ad 5.3: Method of payment

The Consultant's invoices are to be made out to the Employer "c/o KfW". KfW shall receive the original invoice. A copy of the invoice shall be sent to the Employer directly. The original of the final invoice is to be sent to the Employer, KfW receives a copy.

Ad 5.4.1: Price adjustment

Base index foreign currency costs: Index of the living costs in Germany as published by the German Federal Statistics Office (Statistisches Bundesamt).

Base index local currency costs: not applicable

Ad 5.5: Payment deadline

Agreed compensation for overdue payments pursuant to Paragraph 5.5 [*Payment Deadline*]: 9 per cent per year over the base rate, in relation to the outstanding amount.

Ad 5.8: Currency

The applicable currency for the Contract shall be Euro (EUR).

Ad Article 6: Liability

Ad 6.3: Period of liability

The Consultant's liability shall terminate on the date of the end of the 12 months defects liability period (DLP).

Ad Article 7: Insurance

The Consultant shall take out a professional personal liability insurance (for employees) covering a damage of up to 5 mio EUR (double aggregated per year) and a pecuniary liability insurance (for buildings and equipment) covering the damage of 2,5 mio EUR (double aggregated per year).

Motor vehicles belonging to the Consultant will be insured as per national regulation of the Kyrgyz Republic.

Ad Article 8: Disputes and Arbitration Procedure

Ad 8.2: Mediation

The mediator shall be appointed by the International Chamber of Commerce (www.iccwbo.org) and the appointment shall be binding for the parties.

The costs of the mediation and of the mediator's services shall be shared equally between the parties.

Ad 8.3: Arbitration Procedure

The place of arbitration shall be Frankfurt am Main / Germany.

The language of the arbitration procedure shall be English.

Frankfurt, Sept. 9, 2021
(Place, date)

Isabelle Steiner *S. Heide*

(for the Employer)

Isabelle Steiner
Head of Division

S. Heide
Procurement Manager

T. Müller

(for the Consultant)



Ministry of Health
MD-2009, MOLDOVA, mun. Chisinau, str. Vasile Alecsandri,2_
Republic of Moldova

management4health AG

Hebelstr. 11
60318 Frankfurt am Main
Germany

T: +49 - (0)69 - 348 777 1-0

F: +49 - (0)69 - 348 777 1-99

E: info@m4health.pro

I: www.m4health.pro

Bank Account:

Frankfurter Sparkasse

IBAN: DE96 5005 0201 0200 5052 70

BIC: HELADEF1822

Contact Person

Stefano Ferrari

E: stefano.ferrari@m4health.pro

T: +49 69 348 777 110

Date Frankfurt, 22.01.2025

Confirmation for payment for the “Mother and Child Care VI, VII & VIII, “Perinatal Centre Osh“(BMZ No. 2011 66 453, 2012 67 368, 2013 65 451 and 2013 70 022)”

Dear Sir or Madam

This is to officially confirm that the following excerpt from our bank records (bank account: IBAN: DE96500502010200505270) accurately show the payment received under the contract financed by KfW Development bank for Mother and Child Care VI, VII & VIII, “Perinatal Centre Osh “(BMZ No. 2011 66 453, 2012 67 368, 2013 65 451 and 2013 70 022) with a total project budget of 1.465.246,85 EUR, from 10/2021 to 06/2024. The remaining part have been omitted for confidentiality reasons.

KFW PALMENGARTENSTR. 5-

INVOICE 2021-062-521125 DTD . 31.08.2021, ADVANCE PAYMENT, KFW 201166453 KIRGISIST AN /ERST KFWIDEFF /GEB SH A/REF 001072YH140/ORG 49763 1,00EUR/ADRS 9 D-60325 FRANKFURT AM MAIN / 05.10.2021 | EILIGE UEBERW.GUTSCHRIFT

Betrag: 497.631,00 EUR

Umsatzart: EILIGE UEBERW.GUTSCHRIFT

Buchung: 05.10.2021


Wertstellung: 05.10.2021

Name oder Firma: KFW PALMENGARTENSTR. 5-

IBAN oder Konto: 3100000000

BIC oder BLZ: KFWIDEFF

Verwendungszweck: INVOICE 2021-062-521125 DTD. 31.08.2021, ADVANCE PAYMENT, KFW 201166453 KIRGISISTAN /ERST KFWIDEFF /GEB SHA/REF 001072YH140/ORG 497631,00EUR/ADRS 9 D-60325 FRANKFURT AM MAIN/

Konto:  **S-BusinessClassic für Firmenku**
DE96 5005 0201 0200 5052 70
management4health GmbH

Form of Company:

Stock Company (AG)

Commercial Register:

Amtsgericht Frankfurt am Main, No. HRB 118315

VAT ID:

DE 330 816 723

Founder:

Prof. Dr. Michael Niechzial

Executive Board:

Stefano Ferrari, Dr. Aida Bayou

Chairman of the Supervisory Board:

Nisan Gertz

Umsätze - Druckansicht

KFW, KREDITANSTALT F. WIEDERAUFBAU PALMENGARTENSTR. 5-
 INVOICE NO. 2022-039-521125 DTD. 20.05.2022, KFW 20116 6453 /ERST KFWIDEFF /GEB SHA/REF 00107F5K790/ORG
 193 523,17EUR/ADRS 9 D-60325 FRANKFURT AM MA IN/
 05.07.2022 | EILIGE UEBERW.GUTSCHRIFT

Betrag: 193.523,17 EUR
 Umsatzart: EILIGE UEBERW.GUTSCHRIFT

Buchung: 05.07.2022
 Wertstellung: 05.07.2022

Name oder Firma: KFW, KREDITANSTALT F. WIEDERAUFBAU PALMENGARTENSTR. 5-
 IBAN oder Konto: 3100000000
 BIC oder BLZ: KFWIDEFF

Verwendungszweck: INVOICE NO. 2022-039-521125 DTD. 20.05.2022, KFW 201166453 /ERST
 KFWIDEFF /GEB SHA/REF 00107F5K790/ORG 193523,17EUR/ADRS 9 D-60325
 FRANKFURT AM MAIN/

Konto:  S-BusinessClassic für Firmenku
 DE96 5005 0201 0200 5052 70
 management4health GmbH

Umsatzdetails - Druckansicht

 KFW, KREDITANSTALT F. WIEDERAUFBAU PALMENGARTENSTR. 5-
 INVOICE NO. 2022-125-521125 DATED 01.11.2022, KFW 201166453 /ERST KFWIDEFF /GEB SHA/REF 00107P5Q7... **193.523,17 EUR**

Buchungsdatum: 13.12.2022

Verwendungszweck: INVOICE NO. 2022-125-521125 DATED 01.11.2022, KFW 201166453 /ERST KFWIDEFF /GEB SHA/REF
 00107P5Q760/ORG 193523,17EUR/ADRS 9 D-60325 FRANKFURT AM MAIN/

Abbuchungs-
 Kontonummer: 3100000000

Abbuchungs-BIC: KFWIDEFF

Empfängerkonto:  S-BusinessClassic für Firmenku
 DE96 5005 0201 0200 5052 70

Umsatzart: EILIGE UEBERW.GUTSCHRIFT

01.06.2023	Zahlungseingang KFW, KREDITANSTALT F. WIEDERAUFBAU INVOICE NR. 2023-051-521125 DATED 0 8.05.2023, KFW 201166453 KFWAR00986287070	193.523,17
18.12.2023	Gutschrift Überw. KFW, KREDITANSTALT F. WIEDERAUFBAU INVOICE NR. 2023-145-521125 DATED 1 0.11.2023, KFW 201166453 KFWAR00116168320	193.523,17



KFW, KREDITANSTALT F. WIEDERAUFBAU
INVOICE NR. 2024-043-521125 DATED 21.05.2024, KFW 201166453

193.523,17 EUR


Buchungsdatum: 14.06.2024

Wertstellungsdatum: 14.06.2024

Verwendungszweck: INVOICE NR. 2024-043-521125 DATED 21.05.2024, KFW 201166453

Abbuchungs-IBAN: DE36 5002 0400 3100 0000 00

Abbuchungs-BIC: KFWIDEFFXXX

Empfängerkonto:  S-MainBusiness Plus für Firmen
DE96 5005 0201 0200 5052 70

Umsatzart: UEB.GUTSCHRIFT FESTVALUTA

Sammlerreferenz: KFWAR00143811130

Name Gegenkonto: KFW, KREDITANSTALT F. WIEDERAUFBAU

**Das Wertstellungsdatum ist der Zeitpunkt, an dem das Geld tatsächlich zur Verfügung steht.

Druckaufbereitung erzeugt am 18. September 2024 um 16:51:10 MESZ Uhr.
Dieser Ausdruck ist nicht rechtsverbindlich.

Yours sincerely



Stefano Ferrari
CEO
management4health AG