



**ORIGINAL**

JAN 11 2023

Absa Bank Kenya PLC  
Trade Services Centre  
Bishops Gate Building  
5th Ngong Avenue,  
P.O. Box 46661 – 00100  
Nairobi, Kenya  
Phone: (254-20) 2872000,  
Swift Address: BARCKENXANPB  
[TradeGuaranteesKenya@absa.africa](mailto:TradeGuaranteesKenya@absa.africa)

DATE: 19-OCT-2023

KENYA HOSPITAL ASSOCIATION  
ARGWINGS KODHEK ROAD,  
P.O BOX 30026 - 00100,  
NAIROBI KENYA.

**PERFORMANCE GUARANTEE NUMBER 00077-02-0047378 FOR THE SUM OF USD 282,167.00 (TWO HUNDRED AND EIGHTY-TWO THOUSAND ONE HUNDRED AND SIXTY-SEVEN UNITED STATES DOLLARS ONLY) ON BEHALF OF GOODX ENTERPRISES (PTY) LTD REG NO 2005/006231/07**

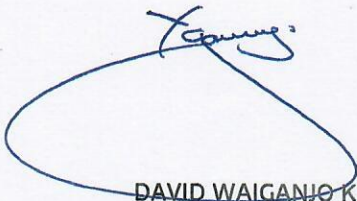
1. THE BENEFICIARY AND **GOODX ENTERPRISES (PTY) LTD** REG NO 2005/006231/07 (THE CLIENT) ENTERED INTO AN AGREEMENT IN TERMS OF CONTRACT FOR THE **SUPPLY, IMPLEMENTATION, MAINTENANCE, DEVELOPMENT AND SUPPORT OF ENTERPRISE RESOURCE PLANNING (ERP) AND HOSPITAL MANAGEMENT INFORMATION SYSTEM (HMIS)** (THE CONTRACT) IN TERMS OF WHICH THE BENEFICIARY REQUIRES THAT THE CLIENT FURNISH THE BENEFICIARY WITH A LETTER OF GUARANTEE IN RESPECT OF THE CLIENTS OBLIGATIONS TO THE BENEFICIARY.
2. AT THE REQUEST OF THE CLIENT WE, ABSA BANK KENYA PLC (THE BANK), HEREIN REPRESENTED BY DAVID WAIGANJO KIMANI AND LINDA MAKENA THE UNDERSIGNED, IN THEIR RESPECTIVE CAPACITIES AS AUTHRISED BANK SIGNATORIES, AND DULY AUTHORISED THERETO, HOLD AT THE BENEFICIARY'S DISPOSAL AND UNDERTAKE TO PAY TO THE BENEFICIARY AN AMOUNT NOT EXCEEDING **USD282,167.00 (TWO HUNDRED AND EIGHTY TWO THOUSAND ONE HUNDRED AND SIXTY SEVEN UNITED STATES DOLLARS ONLY)** (THE GUARANTEED AMOUNT) SUBJECT TO THE TERMS AND CONDITIONS THAT FOLLOW.
3. PAYMENT SHALL BE MADE TO THE BENEFICIARY BY THE BANK WITHIN 10 (TEN) CALENDAR DAYS OF RECEIPT BY THE BANK OF THE BENEFICIARYS FIRST DEMAND FOR PAYMENT, PROVIDED
  - 3.1 THE DEMAND IS IN WRITING
  - 3.2 THE DEMAND IS MADE AT ABSA BANK KENYA PLC, TRADE SERVICES CENTRE, BISHOPS GATE BUILDING 5TH NGONG AVENUE OFF VALLEY ROAD NAIROBI, KENYA
  - 3.3 THE DEMAND IS ACCOMPANIED BY,
    - 3.3.1 THE GUARANTEE MARKED ORIGINAL AND SIGNED IN THE ORIGINAL BY THE BANK OFFICIALS REFERRED TO IN CLAUSE 2 ABOVE AND
    - 3.3.2 WRITTEN CONFIRMATION SIGNED BY THE BENEFICIARY STATING
      - 3.3.2.1. THAT THE CLIENT HAS FAILED TO PERFORM ITS OBLIGATIONS TO THE BENEFICIARY IN TERMS OF THE CONTRACT,
      - 3.3.2.2. THAT THE AMOUNT DEMANDED IS NOW DUE, OWING AND PAYABLE AND
      - 3.3.2.3. THE AMOUNT BEING CLAIMED IN FIGURES AND WORDS, WHICH AMOUNT SHALL NOT EXCEED THE GUARANTEED AMOUNT
4. THIS GUARANTEE SHALL EXPIRE AT 12:00 ON **30 NOVEMBER 2024** (THE EXPIRY DATE). AFTER THE EXPIRY DATE THIS GUARANTEE SHALL BE NULL AND VOID, WHETHER RETURNED TO THE BANK FOR CANCELLATION OR NOT. ANY CLAIM THAT ARISES OR DEMAND FOR PAYMENT THAT IS RECEIVED BY THE BANK AFTER THE EXPIRY DATE SHALL BE INVALID AND UNENFORCEABLE.
5. THIS GUARANTEE IS PERSONAL TO THE BENEFICIARY, IS NEITHER NEGOTIABLE NOR TRANSFERABLE AND MUST BE RETURNED TO THE BANK ON PAYMENT, WITHDRAWAL OR EXPIRY, WHICHEVER IS THE EARLIEST.



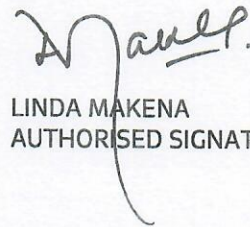
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6. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE BANK'S OBLIGATIONS HEREUNDER ARE PRINCIPAL OBLIGATIONS AND NOT ACCESSORY TO THE OBLIGATIONS OF THE CLIENT, AND COMPLIANCE WITH ANY DEMAND FOR PAYMENT RECEIVED BY THE BANK IN TERMS HEREOF SHALL NOT BE DELAYED, NOR SHALL THE BANKS OBLIGATIONS IN TERMS HEREOF BE DISCHARGED, BY THE FACT THAT A DISPUTE MAY EXIST BETWEEN THE CLIENT AND THE BENEFICIARY.
7. THE BANK HEREBY RENOUNCES THE BENEFITS OF THE EXCEPTIONS OF EXCUSION AND DIVISION WHICH MIGHT BE PLEADED AGAINST THE VALIDITY OF THIS GUARANTEE AND HEREBY ACKNOWLEDGES THAT THE FULL FORCE AND EFFECT OF THESE RENUNCIATIONS ARE FULLY KNOWN TO THE BANK.
8. THE BANK ACCEPTS THAT THE BENEFICIARYS ADDRESS ARGWINGS KODHEK ROAD POST OFFICE BOX 30026-00100 NAIROBI KENYA AS THE BENEFICIARY'S DOMICILIUM CITANDI ET EXECUTANDI FOR ALL PURPOSES IN CONNECTION WITH THIS GUARANTEE AND NOTICES SHALL BE SENT BY REGISTERED POST TO OR HAND-DELIVERED AT THIS DOMICILIUM. IT IS THE BENEFICIARY'S RESPONSIBILITY TO ENSURE THAT ANY CHANGE IN THE DOMICILIUM IS COMMUNICATED TO THE BANK IN WRITING. ANY NOTICE DELIVERED BY HAND AT THE DOMICILIUM SHALL BE DEEMED TO HAVE BEEN RECEIVED BY THE BENEFICIARY ON THE DAY OF DELIVERY AND ANY NOTICE SENT TO THE DOMICILIUM BY REGISTERED POST SHALL BE DEEMED TO HAVE BEEN RECEIVED BY THE BENEFICIARY 7 (SEVEN) CALENDAR DAYS AFTER POSTING.
9. THE BANKS OBLIGATIONS UNDER THIS GUARANTEE ARE RESTRICTED TO THE PAYMENT OF MONEY ONLY.
10. ANY NUMBER OF DAYS REFERRED TO HEREIN MUST BE CALCULATED BY EXCLUDING THE FIRST DAY AND INCLUDING THE LAST.
11. THIS GUARANTEE SHALL BE SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES PUBLISHED UNDER ICC PUBLICATION NO 758 BY THE INTERNATIONAL CHAMBER OF COMMERCE.



DAVID WAIGANJO KIMANI  
AUTHORISED SIGNATORY



LINDA MAKENA  
AUTHORISED SIGNATORY