# UNITED REPUBLIC OF TANZANIA



# PRESIDENT'S OFFICE

# REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

#### CONTRACT

FOR

SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PORTABLE CYLINDERS SIJE D WITH FLOW METTERS LOT 3

#### BETWEEN

PERMANENT SECRETARY PRESIDENT'S OFFICE
REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

AND

M/S TINDWA MEDICAL AND HEALTH SERVICES LIMITED

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JUNE, 2022

#### Form of Contract

WHEREAS the Procuring Entity invited Supplier in this contract for Supply, Installation, Commissioning and Maintenance of Portable Cylinders Size D with Flow Meters for Health Facilities in Tanzania and has accepted to the supply at a contract price of Tanzania Shillings Four Hundred Eighty Six Million, Four Hundred Fifty Thousand Only (TZS 486,450,000.00) VAT Exclusive (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (1) This form of contract;
- (2) the Special Conditions of Contract;
- (3) the General Condition of Contract;
- (4) the Form of Tender and the Price Schedule submitted by the Tenderer;
- (5) the Schedule of Requirement;
- (6) the Technical Specifications
- (7) Delivery Schedule
- (8) Negotiation minutes.
- (9) Notification of award;
- (10) Letter of Acceptance;
- (11) Power of Attorney; and
- (12) Manufacturer's Authorization
- 3. In consideration of the payments of **Tanzania Shillings Four Hundred Eighty Six Million**, **Four Hundred Fifty Thousand Only (TZS 486,450,000.00)** VAT Exclusive to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof, the Parties hereto have caused this Contract to be executed in accordance with their laws of Tanzania the day and year first above written.

# FOR THE PROCURING ENTITY

# SIGNED AND DELIVERED BY

Permanent Secretary, President's Office, Regional Administration and Local Government, P.O. Box 1923, DODOMA. SIGNATURE

Prof . Riziki S. Shemdoe.

PERMANENT SECRETARY
PRESIDENT'S OFFICE
REGIONAL ADMINISTRATION &
LOCAL GOVERNMENT

IN THE PRESENCE OF:

Name Lu CAS	CHAR	les,	MALUN	DE
TitleAgBo.X	1923	Do	DOMA	

**SIGNATURE** 

# FOR THE SUPPLIER:

# SIGNED AND DELIVERED BY

Managing Director,
M/S Tindwa Medical & H. S. Ltd,
P. O. Box 31409,
DAR ES SALAAM

IN THE PRESENCE OF:

Signature Muland

Title HR & Administration Manager

Address P.O. Box 31409, Dar es Salaam

Signature HAROTO Name LILIAN KIWIA

Title MEDIOTI Chepliff KINKER



SECTION V: SPECIAL CONDITIONS OF CONTRACau

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## **Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General editions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Numbe	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract	
	Definitions	(GCC Clause 1)	
1.	GCC 1.1 (a)	The intended completion date shall be 16th September, 2022	
	GCC 1.1	Commencement date shall be 17th June, 2022 (Two days from	
	(d)	contract signing date)	
	GCC 1.1	The Procuring Entity is:	
	(p)	President's Office Regional Administration and Local	
		Government	
		Government City - Mtumba, TAMISEMI Street,	
		P. O. Box 1923,	
2.	GCC 1.1 (s)	41185 Dodoma, Tanzania	
2.	GCC 1.1 (S)	The Supplier is: M/s Tindwa Medical and Health Services Ltd, DAR ES SALAAM.	
3.	GCC 1.1	The Final Destination is/are: Health Facilities in Tanzania	
	(0)	Mainland as specified in the schedule of requirements.	
4.	GCC 1.1 (f)	The end user is:	
		Health Facilities located in different areas in Tanzania Mainland	
	Governing Language (GCC Clause 3)		
5.	GCC 3.1	Governing language shall be: English	
	Applicable	Law (GCC Clause 4)	
6.	GCC 4.1	The Contract shall be interpreted in accordance with the laws of Tanzania	
7.	GCC 5.1	Country of Origin is: CHINA	
		,	
8.	GCC 8.1	All products tendered must meet the requirements of manufacturing legislation and regulation of Medical Devices/equipment in the country of origin and copies of registration must be submitted with tender document.	

9.	GCC 8.2	NOT USED.
10.	GCC 8.3	The time period shall be: twelve (12) weeks after commencement date of the contract
11.	GCC 10.1	Performance security shall be: ten (10) percent of the Contract Price
12.	GCC 10.4	Discharge of the Performance Security shall take place in accordance with GCC Sub-Clause 10.4.
13.	GCC 12.2	The following SCC shall supplement GCC Clause 11.2:
		The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.
		The Goods shall be packed properly in accordance with standard required to facilitate easy storage and prevent them from damage or deterioration during transit to Health Facilities. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, sunlight, humidity, salt and precipitation during transit and storage.
		In addition:  a. All products must have the dates of manufacture and expiry where applicable and they must reach the Health Facilities with a remaining shelf life of not less than 80% or 2 years of the total stipulated shelf life at the time of manufacturer.  b. Label for products should include  - Content per pack, Special storage requirements, batch number, date of manufacturer and date of expiry where applicable  -The outer carton should also display the above information.
14.	GCC 13.1	Tou Cooks any link from about 1:
	& 13.3	For Goods supplied from abroad:  Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight

- (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:
  - three originals and two copies of the Supplier's invoice, showing Purchaser as Permanent Secretary President's Office Regional Administration and Local Government (PO RALG) P. O. Box 1923 Dodoma, Tanzania; the Contract number, lot number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal.
  - one original and two copies of the negotiable, ii) clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as Permanent Secretary PO-RALG, Mtumba P. O. Box 1923 Dodoma, Tanzania and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck multimodal transport waybill, or air "freight prepaid" document, marked showing delivery through to final destination as per the Schedule of Requirements;
  - (ii) four copies of the packing list identifying contents of each package;
  - (iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
  - (iv) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;
  - (v) one original of the Supplier's Certificate of Origin covering all items supplied;
  - (vi) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);
  - (vii) any other procurement-specific documents required for delivery / payment purposes.

		For Goods from within the United Republic of Tanzania.
2000		Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:
		(i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp / seal;
		(ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as Permanent Secretary, PO – RALG, P. O. Box 1923, Dodoma and delivery through to final destination as distribution list stated in the Contract.
		<ul> <li>(iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary,</li> <li>(iv) four copies of the packing list identifying contents of each package;</li> </ul>
		<ul> <li>(v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;</li> <li>(vi) one original of the Supplier's Certificate of Origin</li> </ul>
		covering all items supplied'  (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)
		(viii) other procurement-specific documents required for delivery / payment purposes.
		Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 9 (GCC 9) above.
15.	GCC 14.1	The insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes. Required
16.	GCC 16.1	Incidental services to be provided are:
		There are no special conditions of contract applicable to

		GCC 16.1
	Warranty (	GCC Clause 17)
17. 18.	GCC 17.1 GCC 17.4	There are no special conditions of contract applicable to GCC 17.1  The period for the replacement of defective goods is: 90 days  Supplier is required to provide a Warrant certificate for a period of one year of each item if such warranty is not covered in the general technical specification of the item
15	Payment (C	GCC Clause 18)
19.	GCC 18.1 & 18.4	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  Payment for Goods supplied from abroad: is NOT APPLICABLE
		Payment for Goods and Services supplied from within the United Republic of Tanzania:  Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Contract currency as follows:  i) Fifty percent (50%) of the contract price shall be paid to the supplier as Advance Payment upon the the submission of Advance Payment Guarantee of the same amount from the Reputable bank within the United Republic of Tanzania.
		<ul> <li>ii) Fifty percent (50%) of the contract price shall be paid to the supplier through bank transfer within thirty (30 days after receipt of the Goods upon submission and fulfillment of the following:</li> <li>Delivering of medical equipment to the find destination,</li> <li>Installation and commissioning of the medic equipment,</li> <li>Provision of training to end user, and</li> <li>Submission of letter of completion, signed are stamped with responsible person, delivery note from each respective delivery point (destination) are commercial invoices</li> </ul>
	Prices (G	CC Clause 19)
20.	GCC 19.1	the standard of the standard to CC

	Liquidated :	Damages (GCC Clause 24)				
21.	GCC 24.1	Applicable rate: <b>0.5 percent per week</b> of undelivered goods value.				
		Maximum deduction is equal to the performance security $10\%$ of the contract price.				
	Settlement	ement of Disputes (GCC Clause 29)				
22.	GCC 29.2.2	The dispute resolution mechanism to be applied pursuant to GCC sub-Clause 29.2.2 shall be as follows:				
		a. Contracts with foreign supplier: NOT APPLICABLE				
		<ul> <li>b. Contracts with supplier national of the United Republic of Tanzania: In the case of a dispute between the Procuring Entity and a Supplier who is a national of the United Republic of Tanzania, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the United Republic of Tanzania</li> </ul>				
		- The Arbitration Institution will be the Tanzania Institute of Arbitration (TIA), and the place of Arbitration will be Dar Es Salaam - Tanzania;				
	Notices (G	CC Clause 31)				
23.	GCC 31.1	The Procuring Entity's address for notice purposes: Permanent Secretary PO - RALG, P. O. Box 1923 41185 Dodoma, TANZANIA. Telephone: +26 232 2848, +026 232 2420 Attention: Director of Procurement Management Unit The Supplier's address for notice purposes: Managing Director, M/s Tindwa Medical and Health Services Limited, P. O. Box 31409, DAR ES SALAAM.				

SECTION IV: GENERAL CONDITIONS OF CONTRACT

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#### **General Conditions of Contract**

- 1. Definitions
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
  - (a) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
  - (b) "Day" means calendar day.
  - (c) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract.
  - (d) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.
  - (e) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
  - (f) "End User" means the organization(s) where the goods will be used, as named in the SCC.
  - (g) "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier.
  - (h) "GCC" means the General Conditions of Contract contained in this section.
  - (i) "SCC" means the Special Conditions of Contract.
  - (j) "Origin" means the place where the Goods

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were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

- (k) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the United Republic of Tanzania in accordance with the Applicable Law.
- (I) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (m) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (n) "The Goods" means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.
- (o) "The Final Destination " where applicable, means the place or places named in the SCC.
- (p) "The Purchaser" means the organization purchasing the Goods, as named in the SCC.
- (q) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and

- other such obligations of the Supplier covered under the Contract.
- (r) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (s) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as named in the SCC.
- Application
   These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3.1 The Contract shall be written in the language specific, in the SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
- 4. Applicable Law 4.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in the SCC.
- 5. Country of Origin Shall Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the specified institution, as further elaborated in the SCC.
  - 5.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 5.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

- 6. Standards
- 6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 7. Use of Contract
  Documents and
  Information;
  Inspection and
  Audit by the
  Government of
  the United
  Republic of
  Tanzania
- 7.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 7.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC sub-Clause 7.1 except for purposes of performing the Contract.
- 7.3 Any document, other than the Contract itself, enumerated in GCC sub-Clause 7.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 7.4 The Supplier shall permit the Government of the United Republic of Tanzania to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Government, if so required by the Government.
- 8. Certification of Goods in Accordance with Laws of the United Republic of Tanzania
- 8.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the United Republic of Tanzania as specified in the SCC. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the United Republic of Tanzania.
- 8.2 Unless otherwise **specified in the SCC**, the Contract shall become effective on the date ('the Effective Date")

that the Supplier receives written notification from the relevant authority in the United Republic of Tanzania that the Goods have been registered for use in the United Republic of Tanzania.

- 8.3 If thirty (30) days, or such longer period specified in the SCC, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 8.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.
- 9. Patent Rights
- 9.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
- 10. Performance Security
- 10.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount specified in the SCC.
- 10.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 10.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:
  - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the format provided in the Tendering Documents or another format acceptable to the Purchaser; or
  - b) a cashier's or certified check.
- 10.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract,

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including any warranty obligations, unless specified otherwise in the SCC.

- 10.5 Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Procuring Entity shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.
- 11. Inspections and 11.1 Tests
- The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
  - (a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.
  - (b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
  - (c) Upon receipt of the Goods at place of Final Destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure at they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier m respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.

- Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.
- 11.3 Nothing in GCC Clause 11 shall in any way release the supplier from any warranty or other obligations under this Contract.
- 12. Packing
- 12.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.
- 13. Delivery and Documents
- 13.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.

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13.2 For purposes of the Contract, "EXW," "FOB," 'FCA,' 'CIF," "DAP" "CIP," "DDP" and other trade terms used

to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

- 13.3 Documents to be submitted by the Supplier are specified in the SCC. *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.
- 14. Insurance
- 14.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
- 14.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.
- 15. Transportation
- 15.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and thecost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 15.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 15.3 Where the Supplier is required under the Contact to transport the Goods to a specified place of destination

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within the United Republic of Tanzania, defined as the Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

- Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the United Republic of Tanzania, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.
- 16. Incidental Services
- 16.1 The Supplier shall provide such incidental services, if any, as are specified in the SCC.
- 16.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 17. Warranty
- 17.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.

The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise specified in the SCC; have "overages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable 'quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

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- 17.2 The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
- 17.3 In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.
- 17.4 If, after being notified that the defect has been confirmed pursuant to GCC sub-Clause 17.2 above, the Supplier fails to replace the defective Goods within the period specified in the SCC, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
- 17.5 Recalls. In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.

- 18. Payment
- 18.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in** the SCC.
- 18.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.
- 18.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 18.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the SCC subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.
- 18.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 18.4.
- 19. Prices

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- 19.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments authorized in the SCC or in the Purchaser's request for tender validity extension, as the case may be.
- 20. Change Orders 20.1
- 20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:
  - (a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and/or

- (d) the Services to be provided by the Supplier.
- 20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 21. Contract
  Amendments
- 21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 22. Assignment
- 22.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 23. Delays in the Supplier's Performance
- 23.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 23.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 23.3 Except as provided under GCC Clause 26, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon pursuant to GCC Clause 23.2 without the application of liquidated damages.

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# 24. Liquidated Damages

24.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 25.

# 25. Termination for Default

- 25.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
  - (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 23; or
  - (b) if the Goods do not meet the Technical Specifications stated in the Contract; or
  - (c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions; or
  - (d) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;

"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property

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of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;

"collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body practices collusive includes tenderers, prior to or after submission designed to establish tender prices at artificial deprive levels and to competitive Government of the benefits of free and open competition;

"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;

- (e) if the Supplier fails to perform any other obligations) under the Contract.
- 25.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 25.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 23, 24, and 25, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay

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in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 26.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance notprevented by the Force Majeure event.
- 27. Termination for 27.1 Insolvency
- 27.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
- 28. Termination for 28.1 Convenience
  - 28.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
  - 28.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
    - (a) to have any portion completed and delivered at the Contract terms and prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
- 29. Settlement of Disputes
- 29.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 29.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
  - 29.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
  - 29.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 29.3 Notwithstanding any reference to arbitration herein,
  - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 30. Limitation of Liability
- 30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 9,
  - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any

indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

#### 31. Notices

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in the SCC.
- 31.2 A notice shall be effective when delivered or on notice's effective date, whichever is later.

# 32. Taxes and Duties

- 32.1 A Supplier supplying Goods from abroad shall entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Unit Republic of Tanzania.
- 32.2 A Supplier supplying Goods offered locally shall entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods the Purchaser.

# 33 Suspension of Financing

- 33.1 In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made:
  - (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice.
  - (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.

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#### 1. Form of Tender

Date: 13TH JAN 2021

To

Permanent Secretary

Presidents' Office Regional Administration And Local Government, Government City

Mtumba, Tamisemi Street,

P.O. Box 1923,41185

Dodoma, Tanzania

Having examined the Tendering Documents including Addenda Nos: ME/022/2021/2022/HQ/G/24, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver; supply, installation, commissioning and maintenance of oxygen generating plants and supply systems and accessories in conformity with the said Tendering Documents for the sum of TZS 18,959,366,220.00 [Eighteen billion, nine hundred millions, three hundred sixty six thousands two hundred and twenty Tanzanian shillings]. or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We declare that our tendering price did not involve agreements with other tenderers for the purpose of tender suppression.

We are hereby confirm Presidents' Office Regional Administration And Local Government, Government City, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 40.1

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a Performance Security in the form, in the amounts, and within the times specified in the Tendering Documents.

We declare that, as tenderer(s) we do not have conflict of interest with reference to ITT clause 3.6

We agree to abide by this Tender for the Tender Validity Period specified in TDS 19, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of the United Republic of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities have been paid or are to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract:-

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# Name and address of agent Amount and currency Purpose of Commission Or recipient or gratuities

NONE

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT 3 of the Tendering Documents

Dated this 13th day of January 2022.

[signature]

Lilian A. Kiwia, Medical supplies manager

[in the capacity of power of attorney]

Duly authorized to sign Tender for and on behalf of Tindwa medical and health services



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SCHEDULE OF REQUIREMENTS

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Procurement Reference Number: No. ME/022/2021/2022/HQ/G/24 LOT 3

LOT NO. DESCRIPTION	QTY NO.
3	1.001
Supply of Portable Cylinder Size D with Flow Meter	1,081

**SPECIFICATIONS** 



P.O.Box 31409,
Dar Es salaam, United Republic of Tanzania.
Tel: +255 782 515 036 / Hot: +255 772 300 007
E-mail: info@tmhstz.com | tmhsop@yahoo.com
Website: www.tmhstz.com / twitter: TMHSTanzania

O Medical Supplies
O Remote Medical Clinics
O Emergency Medical Services
O Health and Safety Consultancy
O Waste and Environment Management

# Compliance to technical Specifications-Supply of portable Oxygen Cylinder with flow meter -Size D.

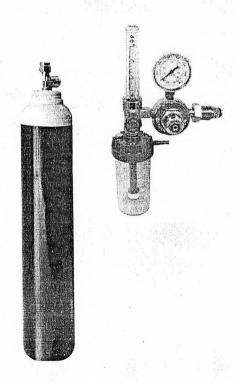
Sn	Description of Specifications	Compliance to specifications
, , , , , , , ,	International Manufacturing Standard TPED and ISO	TMHS Declares to comply with the
	9809-1 High Pressure Cylinder	specified specification as per tender
	Cylinder Material of Construction 34CrMo4 Steel	documents.
	Labeling Must be engraved (GOT) to identify Tanzania	Attached too is the brochure for the
	Government ownership.	same.
1	Base CONCAVE	And the second
	Tare Weight Approx 6 KG	, e.g. and the state of the sta
	Working Pressure 150 BAR	the state of the part of the same
de e	Outside diameter Approx. 230 MM	
	Height Approx.1500 MM	
1 (1.1)	Water Capacity 5liter	
	Flowmeter with humidifier 0 to 15 LPM flow meter	
	Painting/Color Coding - Shoulder WHITE	
	Painting/Color Coding - Body Black	
	Valve Outlet (Pi Stamp, TPED)-BS 341 Valve and	
	compatible accessories. (Bullnose type)	
	OTHER COMPONENTS	
	British standard Pressure regulator and Valves	
	accessories must be assembled on each Cylinders	
	Mobility/Portability Refill and transportation of	
	Medical grade Oxygen gas.	



# OXYGEN CYLINDER SIZE D

#### **FEATURES**

- Water capacity: 5liters
- Working pressure: 150 bar
- Tested pressure: 300 bar
- Tare weight approx: 6kg
- Paint: body black, shoulder white
- Valve outlet: Bullnose type BS 341 valve and compatible accessories
- Concave base
- 34CrMo4 Steel
- Pressure regulator
- Flowmeter (0 15 LPM) with humidifier
- Adjust spindle



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# 3. Price Schedule for Goods Offered from Abrand to be imported

# Tender No ME/022:0221/2022/IIQ/G/24

10		Country Of Origin Lead time (weeks)			12 Weeks			
6		Country Of Origin			CHINA			
Q	2	Name of manufacturer			COULTD AND INDISTRY COLLID			
	7	Total unit Price	Facility	[a+b]		503,810.00		,
			t ait prices	(a) unit price DDP port		352 (NST 00 151, 143.00		
	3		Unit pack Currency			1 067 1725	_	
		3	Item Description			action in the second se	Supply of Fortable Cylinder Size D with Flow Meter	
		2	N Item code				N/a	
		1-	1	. 1			Ic.	ĺ

Name Lilian A Kiwaa

In the capacity of Medical Supplies Managor Duly authorized to sign the bid for and on behalf of Tindwa Medical And Health Services Limited Dated on 13th day of jamary 2022



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<sup>3</sup> D with Flow Meter is being imported from Jiangsu Minsheng Heavy Industry CO.LTD who is a manufacturer based in China. The process of delivery takes a total of 90 days from the te as demonstrated in the table and gantt chat bellow. ---. . . -- / -12.6 V. LI .: .: vei

er Size D with flow meter delivery schedule

Activity	Time Needed
Visit	4 Days
	2 Days
	30 Days
	6 Days
	4 Days
	30 Days
	8 Days
aining and installation	10 Days
Jeliver after order	06

7			
76			
72 74			
72	-		14.0
02 89			
89			
99	,,,		
60 62 64			
62			
09			
28			
26		3	
52	1 1 1		
50 52 54 56 58			
20			
48			
46			
4			
45		_	
40		_	
38			
36			
34			
) 32			
3 30			
28 28			
4 26			
22 24			
20 2			
18 2			
16 1			
141			
12 1	•		
10 1			
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9			
4			

## DISTRIBUTION LIST

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DISTRIBUTION LIST FOR CYLINDER SIZE D NA CYLINDER SIZE O LILINDER SIZE O LIL							
DISTRIBUTION LIST FOR CYLINDER SIZE O NA CYLINDER SIZE I WITH FLOW FIRE FLOW METER FLO	23	5		Iringa CH	2 Iringa DC	(L)	
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DISTRIBUTION LIST FOR CYLINDER SIZE D NA CYLINDER SIZE D   CILINDER SIZE D   CYLINDER SIZE J WITH FLOW METER   COMMETTER   C	23	5		Mbogwe CH	4 Mbogwe DC	2	
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DISTRIBUTION LIST FOR CYLINDER SIZE D   NA CYLINDER SIZE D   CILINDER SIZE D   CYLINDER SIZE D   CYL	23	y C		Mnekezi Disp			Geita
DISTRIBUTION LIST FOR CYLINDER SIZE D NA CYLINDER SIZE D   CYLINDER SIZE D   WITH FLOW METER	23	5		Katoro Hosp	1 Geita DC		
DISTRIBUTION LIST FOR CYLINDER SIZE D NA CYLINDER SIZE D   CYLINDER SIZE J WIT	23	5		Kongwa CH	.0 Kongwa DC	2	
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CILINDER SIZE D NA CYLINDER SIZE D WITH FLOW METER   FLOW METER	23	5		Kondoa CH	.3 Kondoa TC		
PISTRIBUTION LIST FOR CYLINDER SIZE D NA CYLINDER SIZE D CYLINDER SIZE D WITH FLOW METER FLOW METER  SN HALMASHAURI KITUO WITH FLOW METER FLOW METER  1 Arusha CC Arusha CH 33  Monduli DC Meru CH 5  4 Arusha DC Arusha CH 5  5 Longido DC Longido CH 5  5 Longido DC Longido CH 5  6 Ngorongoro DC Ngorongoro CH 5  7 Karatu DC Karatu CH 5  7 Karatu DC Karatu CH 5  8 Temeke MC Kilwa Road Police 5  10 Ilala CC Ubungo MH 5  11 Ubungo MC Ubungo MH 5  CYLINDER SIZE J WITH FLOW METER FLOW MET	23	, O		Kigamboni MH	2 Kigamboni MC		
SIN   HALMASHAUR!   KITUO   WITH FLOW METER   FLOW METER	23	ı Un		Ubungo MH	.1 Ubungo MC		
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DISTRIBUTION LIST FOR CYLINDER SIZE D NA CYLINDER SIZE J           SN         HALMASHAUR!         KITUO         WITH FLOW METER         FLOW METER           rusha         2 Meru DC         Meru CH         3         Monduli DC         Monduli CH         5           3 Monduli DC         Arusha CH         5         5         5           4 Arusha DC         Arusha CH         5         5           5 Longido DC         Longido CH         5	23	5		Ngorongoro CH	6 Ngorongoro DC		
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DISTRIBUTION LIST FOR CYLINDER SIZE D NA CYLINDER SIZE D  CILINDER SIZE D  CYLINDER SIZE D WITH FLOW METER  FLOW METER  FLOW METER  1 Arusha CC  Arusha CH  3 Monduli DC  Meru CH  5 Monduli CH  5 Monduli CH  5 Monduli CH	23	J	200	Arusha CH	4 Arusha DC		
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OISTRIBUTION LIST FOR CYLINDER SIZE D NA CYLINDER SIZE D  CILINDER SIZE D  CYLINDER SIZE D  CYLINDER SIZE D  CYLINDER SIZE D  WITH FLOW METER	36	33	i de servicio	Arusha CH			Arusha
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	Facility	Portable cylinder with	Facility Cylinder with	
		flow meter(size D)	flowmeter(size J)	
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	BEREKO Health Center		3	
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	BUGARAMA Health Center		3	
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	BUSONDO Health Center		3	
-	BUZA Health Center		3	
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-	BYUNA Health Center		3	
-	CHALANGWA Health Center		3	
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	DINYECHA Health Center		3	
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	YOMBO VITUKA Health Center		2
	WANGING OMBE Health Center	1	2
	WAMPEMBE Health Center	2	2
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51	UVINZA Health Center	, , , , , , , , , , , , , , , , , , ,	3
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#### **RECORD OF NEGOTIATIONS**

Name of the Procuring Entity: PRESIDENT'S OFFICE – REGIONAL ADMINSTRATION AND LOCAL GOVERNMENT

Tender ID No.: ME/022/2021/2022/HQ/G/24 - (LOT 3 and 4)

Subject of Procurement: SUPPLYING, INSTALLATION, COMMISSIONING AND MAINTENANCE OF OXYGEN GENERATING PLANTS, MANIFOLD SYSTEMS, CYLINDERS AND WALL MOUNTED FLOW METERS (LOT 1-5).

Method of Procurement: INTERNATIONAL RESTRICTED TENDERING

Date of Negotiation: 1st June, 2022

	PART 1: RECORD OF NEGOTIATIONS		
	ISSUE	AGREEMENT (WITH FULL DETAILS)	
1.	Opening of the meeting by Chairperson	Chairperson opened meeting and mentioned eight agendas to be discussed which were agreed by all members  Chairperson described that this negotiation meeting is part and parcel of the negotiation meeting held on 11th May, 2022	
2.	Confirmation of the Agenda	All agendas was confirmed	
3.	Prices reduction	Client requested supplier to provide more discount due to increase number of Portable Cylinders size D with Flow Meters from 1,062 to 1,081 and increase of potable cylinders size J with flow meters from 4,320 to 5,361.  Supplier requested the negotiations Committee to agree to proceed with same price agreed in the negotiation	
		meeting done on 11 <sup>th</sup> May 2022 whereby both parties agreed to supply portable cylinder size D with flow meters for TZS 450,000.00 for each cylinder and TZS 564,000.00 for each potable cylinders size J with flow meter. The two parties AGREED on the price	
		Therefore the contract price for Lot 3 supply Install commissioning and Maintenance of side D Cylinde will be TZS 486,450,000.00 instead of 477,900.00 and for size J will be TZS 3,023,604,000.00 instead of TZS 2,436,480,000.00. VAT exclusive	
4.	Additional number of the Portable Cylinders size D and j with Flow	Client described to the Supplier the offer for additional of increase number of portable cylinder size D with flow meters from 1,062 to 1,081 and	



Meters	increase of potable cylinders size J with flow meters
	from 4,320 to 5,361  After discussion the Supplier M/s Tindwa Medical and Health Services Limited agreed the offer of addition portable Cylinders both side D and J to distribute them as per additional distribution list attached
<ol><li>Confirmation on the delivery period after signing the contract.</li></ol>	The supplier confirmed to make the delivery of goods for period twelve weeks (12) from commencement date of the contract
6. Distribution of the equipment	Client shared with supplier distribution list of the equipment and delivery destination and supplier agreed to deliver the equipment to the final destination at no extra cost
7. Specification of the additional of both cylinders size D and size J Cylinders with Flow Meters and quality of both	The client requested the supplier to confirm that goods which will be delivered will comply with technical specifications and standards as previously agreed in the negotiations meeting held on 11th May, 2022  The Supplier confirmed that all items which will be delivered to PO RALG will be of good quality as per previous specifications from the same manufacturer.
8. Any Other Business from the client or supplier to be discussed.	Client requested the supplier to confirm about presence of spanner/key to all types of Cylinders because in tender document the specifications was not clearly written.  The supplier confirmed that all cylinder will have spanner/key for easy adjustment during used of them also suppliers added that all cylinders will be of the same quality and specifications as per previous negotiations

We hereby certify that the above is a true and accurate record of the negotiations:

For the Procuring Entity	For the Tenderer/Consultant
Signature:	Signature: Wulsund
Name: SULEMAN LUKANGA	Name: VICTORIA WILBARD
Position: CHATAMAN	Position: HR & ADMINISTRATION MANAGER
Date: 01/06/2022	Date: 15 JUNG, 2002

Document attached:

Minutes of the Negotiation meeting

L.W

#### RECORD OF NEGOTIATIONS

Name of the Procuring Entity: PRESIDENT'S OFFICE - REGIONAL ADMINSTRATION AND LOCAL GOVERNMENT

Tender ID No.: ME/022/2021/2022/HQ/G/24 - (LOT 1 to 5)

Subject of Procurement: SUPPLYING, INSTALLATION, COMMISSIONING AND MAINTENANCE OF OXYGEN PLANTS, MANIFOLD SYSTEMS, CYLINDERS AND WALL MOUNTED FLOW METERS (LOT 1-5).

Method of Procurement: INTERNATIONAL RESTRICTED TENDERING

Date of Negotiation: 11th May, 2022.

**ISSUE** 

order to achieve value for money.

#### PART 1: RECORD OF NEGOTIATIONS

# To reduce prices as per requirement of Regulation 225 (1) (g) of Government Notice No. 446 of 2013 as amended on 2016. The price quoted by the bidder is very high, the aim is to reduce the price according to the market prices in

#### AGREEMENT (WITH FULL DETAILS)

To reduce prices as per requirement of Regulation 225 (1) (g) of Government Notice No. 446 of 2013 as amended on 2016. The price quoted by the bidder is very high, the aim is to reduce the price according to the market prices in order to achieve value for money. Negotiation was done for all five lots as follows:

LOT No. 1: for supply, install, commissioning and maintenance of oxygen generating plants – the supplier quoted TZS 3,216,000,000.00 for the supply, install, commissioning and maintenance of oxygen generating plants, the number of units is six (6). This is equal to TZS 536,000,000.00 for a single unit.

- The negotiation team proposed the price to be reduced up to TZ\$ 400,000,000.00 per unit equal to TZ\$ 2,400,000,000.00 for the whole lot.
- The supplier agreed to reduce the price of each unit up to TZ\$ 531,000,000.00 equal to TZ\$ 3,186,000,000.00 for the whole lot.
- The negotiation team explained to the supplier that the prices quoted and even the price reduction proposed by the supplier is still too high and does not reflect to achieve value for money. The supplier insisted that the price given is below market price and they cannot reduce price more and be able to execute

work well as per specified scope of work that is importation, delivery, installations, trainings, service and maintenance for 5 years.

For lot No. 1 there was NO AGREEMENT between the two parties

LOT No. 2 for supply, install, commissioning and maintenance of manifold – the supplier quoted TZS 9,344,000,000.00 for the supply, install, commissioning and maintenance of oxygen generating plants, the number of units is seventy three (73). This is equal to TZS 128,000,000.00 for a single unit.

- The negotiation team proposed the price to be reduced up to TZ\$ 105,000,000.00 per unit equal to TZ\$ 7,665,000,000.00 for the whole lot.
- The supplier agreed to reduce the price of each unit up to TZ\$ 125,440,000.00 equal to TZ\$ 9,127,120,000.00 for the whole lot.
- The negotiation team explained to the supplier that the prices quoted and even the price reduction proposed by the supplier is still too high and does not reflect to achieve value for money. The supplier insisted that the price given is below market price and they cannot reduce price more and be able to execute work well as per specified scope of work that is importation, delivery, installations, trainings, service and maintenance for 5 years.
- For lot No. 2 there was NO AGREEMENT between the two parties

LOT No. 3 for supply of portable cylinders size D with flow meters – the supplier quoted TZS 535,046,220.00 for the supply, install, commissioning and maintenance of oxygen generating plants, the number of units is one thousand sixty two (1,062). This is equal to TZS 503,810.00 for a single unit.

The negotiation team proposed the price to be reduced up to TZ\$ 450,000.00 per unit equal to TZ\$ 477,900,000.00 for the whole lot.

bank statements to be confirmed.	statements were checked and confirmed to be correct as per tender documents.
The sources of income by the supplier to be confirmed in order to understand the ability of the supplier to perform the assignment.	Conformation of the sources of income by the supplier as follows:  - Income from provision of Emergency Medical Services,  - Medical supplies and distribution of medicine and consumables,  - Provision of hazardous waste management,  - Provision of polyclinics services, and  - Clinic on sites services
To confirm the submitted Tax Clearance to ensure the supplier is paying government revenues.	Tax Clearance was check and verified to be valid
To confirm the submitted Business License to ensure the supplier is complying the legal requirements.	Business License were checked and verified that it is complying the legal requirements
To confirm the submitted TMDA certificate to ensure the supplier is complying the legal requirements.	TMDA certificate were checked and verified that it is complying the legal requirements
To confirm the submitted Manufacturer's Authorization to ensure the supplier is complying the legal requirements.	Manufacturer's Authorization were checked and verified that it is complying the legal requirements
To confirm the submitted Power of Attorney to ensure the supplier's representative is legally operating.	Power of Attorney were checked and verified that it is complying the legal requirements
To confirm the submitted ISO, CE and GMP certificates by the supplier are valid and acceptable.	ISO, CE and GMP certificates were checked and verified and were found valid and acceptable.
To confirm the list of key personnel submitted by the supplier to ensure after delivery service and maintenance.	The list of key personnel submitted by the supplier were checked and verified.
To confirm the experience of the supplier by going through past contracts of the same nature.	To confirm the experience of the supplier by going through past contracts of the same nature.

- The supplier agreed to reduce the price of each unit up to TZ\$ 450,000.00 equal to TZ\$ 477,900,000.00 for the whole lot.
- For lot No. 3, the two parties AGREED on the price reduction.

LOT No. 4 for supply of potable cylinders size J with flow meters - the supplier quoted TZS 2,851,200,000.00 for the supply of 4,320 units of wall mounted flow meters. This is equal to TZS 660,000.00 for single unit.

- The negotiation team proposed the price to be reduced up to TZ\$ 594,000.00 per unit equal to TZ\$ 2,566,080,000.00 for the whole lot.
- The supplier agreed to reduce the price of each unit up to TZS 594,000.00 equal to TZS 2,566,080,000.00 for the whole lot.
- For lot No. 4, the two parties AGREED on the price reduction.

LOT No. 5 for supply of wall mounted flow meters — the supplier quoted TZS 3,013,120,000.00 for the supply of 8,560 units of wall mounted flow meters. This is equal to TZS 352,000.00 for single unit.

- The negotiation team proposed the price to be reduced up to TZ\$ 150,000.00 per unit equal to TZ\$ 1,284,000,000.00 for the whole lot.
- The suppler agreed to reduce the price of each unit up to TZ\$ 299,200.00 equal to TZ\$ 2,561,152,000.00 for the whole lot.
- The negotiation team explained to the supplier that the prices quoted and even the price reduction proposed by the supplier is still too high and does not reflect to achieve value for money. The supplier insisted that the price given is below market price and they cannot reduce price more and be able to execute work well as per specified scope of work that is importation, delivery, installations, trainings, service and maintenance for 5 years.
- For lot No. 5 there was NO AGREEMENT between the two parties.

The audited financial statement and

The audited financial statement and bank



The supplier to confirm on the provision of Performance Security equal to ten percent of contract sum.	The supplier to confirm on the provision of Performance Security equal to ten percent of contract
The supplier to confirm on the provision of warranty for two (02) years.	The supplier confirmed and agreed provide the warranty for two (02) years.
The supplier to confirm on the provision of after sales service for a period of five (05) covered by contract sum without extra payment for the service.	The supplier confirmed and agreed provide after sales service for a period of five (05) covered by contract sum without extra payment for the service.
Confirmation on the delivery period after signing the contract.	The supplier confirmed to make the delivery of goods for period twelve weeks (12) from commencement date.
Any Other Business from the client or supplier to be discussed.	There was no Any Other Business submitted by parties.

We hereby certify that the above is a true and accurate record of the negotiations:

For the Procuring Entity	For the Tenderer/Consultant
Signature:	Signature:
Name: Dr. Paul Chapte	Name: LILIAN ARTHUR KIWIA
Position: Chairman	Position: MEDICAL SUPPLIES MANAGER
Date: 12 \Us\2022	Date: 12 <sup>th</sup> May 2022



#### THE UNITED REPUBLIC OF TANZANIA

### PRESIDENT'S OFFICE REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

Telegrams "TAMISEMI" DODOMA Telephone No. +255 26 2321607, Fax No. +255 26 2322116, E-mail: ps@tamisemi.go.tz



Government City -Mtumba TAMISEMI Street, PO. Box 1923, 41185 DODOMA.

In reply please quote:

Ref. No. AD.296/303/01/409

02<sup>nd</sup> June, 2022

Managing Director, M/s Tindwa Medical and Health Services Limited, P. O. Box 31409,

DAR ES SALAAM.

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER No. ME/022/2021/2022/HQ/G/24 (LOT 3) - SUPPLY, INSTALLATION, COMMISSIONING OF PORTABLE CYLINDERS SIZE D WITH FLOW METERS.

Reference is made to the above captioned subject.

- 2. This is to notify you that, your tender dated 17<sup>th</sup> January, 2022 for execution of the Contract for tender No. ME/022/2021/2022/HQ/G/24 (Lot 3) Supply, Installation, Commissioning and Maintenance of Portable Cylinders size D with Flow Meters is accepted at the contract amount of Tanzania Shillings Four Hundred Eighty Six Million, Four Hundred Fifty Thousand only (TZS 486,450,000.00) VAT Exclusive as corrected and modified in accordance with the instructions to Tenderers is hereby accepted.
- 3. You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of Contract. The performance Security shall be10 percent of the contract amount in form of Bank Guarantee from reputable bank in United Republic of Tanzania.

Thank you for your cooperation

Prof. Riziki S. Shemdoe

PERMANENT SECRETARY

CC: Chief Executive Officer,

Public Procurement Regulatory Authority,

P. O. Box 2865,

DODOMA.

L-K

Controller and Auditor General, National Audit Office, P.O.Box 950, DODOMA.

The Attorney General Chambers, P.O.Box 630, DODOMA.

Regional Manager, Tanzania Revenue Authority, P.O.Box 679, DODOMA.

Internal Auditor General, Ministry of Finance and Planning, P.O.Box 2802, DODOMA.







Dar Es salaam, United Republic of Tanzania. Tel. +255 782 515 036 / Hot: +255 772 300 007 E-mail. info@tmhstz.com | tmhsop@yahoo.com

O Medical Supplies
O Remote Medical Clinics
O Emergency Medical Services

O Health and Safety Consultancy
O Waste and Environment Management

REF: TMHS/OUT/DAR/2022/046

Ref. No. AD.296/303/01/409

**TAMISEMI** Government City - Mtumba P. O. Box 1923, Dodoma, Tanzania.

Tel: +255 26 2321607; Fax: +255 26 2322116;

E-mail: ps@tamisemi.go.tz

3rd June 2022.

Dear Sir/Madam,

REF: ACCEPTANCE FOR AWARD OF CONTRACT FOR TENDER No. ME/022/2021/2022/HQ/G/24 (LOT 3) - SUPPLY, INSTALLATION, COMMISSIONING OF PORTABLE CYLINDERS SIZE D WITH FLOW METERS.

Refer to the heading above.

We do hereby accept an award of contract for tender No. ME/022/2021/2022/HQ/G/24 (Lot 3) -Supply, Installation, Commissioning and Maintenance of Portable Cylinders size D with Flow Meters with a contract amount of Tanzania Shillings Four Hundred Eighty Six Million, Four Hundred Fifty Thousand only (TZS 486,450,000.00) VAT Exclusive.

We shall provide your office with a Performance Security within 14 days from receipt of your letter.

Looking forward to serve.



Yours Sincerely Lilian Arthur Kiwia Medical Supplies Manager

3.0 Manufacturer Authorization Letter of the selected supplier for the supply of Portable Cylinder Size D with flow meter (LOT 3) and Supply of Facility Base Cylinder Size J with flow meter (LOT 4).



#### JIANGSU MINSHENG HEAVY INDUSTRY CO. LTD.

#### Manufacturer's Authorization Letter

To: To: President's Office Regional administration and Local Government, Government City-Mtumba, TAMISEMI Street, P.O.Box 1923, 41185 DODOMA

WHEREAS Jiangsu Minsheng Heavy Industry Co., Ltd., who are established and reputable manufacturers of Portable Cylinder / Facility Based Cylinder having factories at No.1 Yinxin Road, Xingqiao Industry area, Jingjiang City, Jiangsu, China.

Do hereby authorize Tindwa Medical & Health Services, P.O.Box 31409, Dar es Salaam, Tanzania to submit a Tender, and subsequently negotiate and sign the Contract with you against TENDER No. ME/022/2021/2022/HQ/G/24 for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 17 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

Jiangsu Minsheng Heavy Industry Co., Ltd.

11/23/2021

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3.1Business Documents of the selected supplier for the supply of Portable Cylinder Size D with flow meter (LOT 3) and Supply of Facility Base Cylinder Size J with flow meter (LOT 4).

## ATIONAL BOARD

BOILER & PRESSURE VESSEL INSPECTORS

## Certificate of Authorization to Register



This is to certify that

Jiangsu Minsheng Heavy Industry Co., Ltd. No. 1, Yingxin Road, Xinqiao Town Jingjiang City, Jiangsu Province 214500 People's Republic of China

is authorized to apply the "NB" mark and register boilers, pressure vessels or other pressure retaining items with the National Board.

The scope of Authorization is limited to items manufactured in accordance with:

ASME Designator(s):

Issue Date:

January 21, 2020

This Certificate of Authorization to Register will remain in effect as long as the manufacturing organization holds a valid Certificate of Authorization issued by the American Society of Mechanical Engineers.

Executive Director

L.K

#### POWER OF ATTORNEY

#### TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 13<sup>th</sup> day of January, 2022 We the undersigned Tindwa Medical and Health Services of Plot number 1068, Block number 4, Buzwagi Street, Masaki, P. O. Box 31409, Dar es Salaam by virtue of authority conferred to us by the Board Resolution No TMHS/BR/10/2022 10<sup>th</sup> day of January,2022, do hereby ordain nominate and appoint Lilian Kiwia of P. O. Box 31409, Dar es Salaam to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of Tender No; ME/022/2021-2022/HQ/G/24 that is to say;

To act for the company and do any other thing or things incidental for Tender no: ME/022/2021-2022/HQ/G/24/Lot No1,2,3,4 & 5 For Supply, Installation, Commissioning and maintenance of Oxygen Generating Plants, Supply Systems and Accessories.

provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said Tindwa Medical and Health Services and delivered in the presence of us this 13<sup>th</sup> day of January, 2022

IN WITNESS whereof we have signed this deed on this 13<sup>th</sup> day of January,2022 at Dar es Salaam for and on behalf of Tindwa Medical and Health Services

SEALED and DELIVERED by the

Dr. Chakou Halfani

BEFORE ME:

Common Seal of Tindwa Medical and Health Services

NOTARY PUBLI

This 13th day of January, 2022

COMMISSIONER FOR OATH

DONOR

L. K

#### ACKNOWLEDGEMENT

I Lilian Kiwia doth hereby acknowledge and accept to be Attorney of the said Tindwa Medical and Health Services under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said Lilian Kiwia Identified to me by Tindwa Medical and Health services The latter known to me personally This 13<sup>th</sup> day of January 2022

DONEE

BEFORE ME

De la companya della companya della companya de la companya della companya della

ADVOCATE
NOTARY PUBLIC
COMMISSIONER
FOR OATHS

COMMISSIONER FOR OATH

L.K.