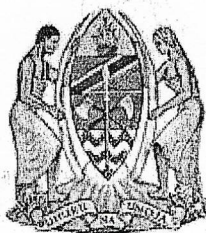


**UNITED REPUBLIC OF TANZANIA**



**PRESIDENT'S OFFICE**

**REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT**

**CONTRACT**

**FOR**

**SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF  
WALL MOUNTED FLOW METTERS LOT 5**

**BETWEEN**

**PERMANENT SECRETARY PRESIDENT'S OFFICE  
REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT**

**AND**

**M/S HYPERMED HEALTHCARE LIMITED**

**JUNE, 2022**

### Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the 17<sup>th</sup> day of the month of June, 2022 between, **The Permanent Secretary President's Office Regional Administration and Local Government (PO-RALG) P. O. Box 1923, Dodoma** (hereinafter called the "Procuring Entity") and, on the other hand, **M/s Hypermed Healthcare Limited, P. O. Box 14118, Dar Es Salaam,** (" hereinafter called "the Supplier") of other part.

WHEREAS the Procuring Entity invited Supplier in this contract for Supply, Installation, Commissioning and Maintenance of Wall Mounted Flow Meters for Health Facilities in Tanzania and has accepted to the supply at a contract price of **Tanzania Shillings Six Hundred Ninety Seven Million, Seven Hundred Sixty Thousand Only (TZS 697,760,000.00.00)** 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 Six Hundred Ninety Seven Million, Seven Hundred Sixty Thousand Only (TZS 697,760,000.00.00)** 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.



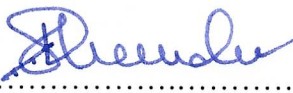
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the 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... LUCAS CHARLES MALUNDE  
Title... Ag. DLS  
Address... BOX 1923 DODOMA




**SIGNATURE**

**FOR THE SUPPLIER:**

**SIGNED AND DELIVERED BY**

Managing Director,  
M/S Hypermed Healthcare Limited,  
P. O. Box 14118,  
DAR ES SALAAM

Signature...   
Name... MOSES KAPUDYE  
Title... MANAGING DIRECTOR

**IN THE PRESENCE OF:**

Signature... Atthssame  
Name... FLORIAN MWAISUMBE  
Title... BUSINESS DEVELOPMENT MANAGER  
Address... P.O. Box 14118 DSM



**SECTION V: SPECIAL CONDITIONS OF CONTRAC**

10/1/11



## 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 Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<b>Definitions (GCC Clause 1)</b>	
1.	GCC 1.1 (a)	The intended completion date shall be <b>16<sup>th</sup> September, 2022</b>
	GCC 1.1 (d)	Commencement date shall be <b>17<sup>th</sup> June, 2022 (Two days from contract signing date)</b>
	GCC 1.1 (p)	The Procuring Entity is: <b>President's Office Regional Administration and Local Government Government City - Mtumba, TAMISEMI Street, P. O. Box 1923, 41185 Dodoma, Tanzania</b>
2.	GCC 1.1 (s)	The Supplier is: <b>M/s Hypermed Healthcare Limited, DAR ES SALAAM.</b>
3.	GCC 1.1 (o)	The Final Destination is/are: <b>Health Facilities in Tanzania Mainland as specified in the schedule of requirements.</b>
4.	GCC 1.1 (f)	The end user is: <b>Health Facilities located in different areas in Tanzania Mainland</b>
	<b>Governing Language (GCC Clause 3)</b>	
5.	GCC 3.1	Governing language shall be: <b>English</b>
	<b>Applicable Law (GCC Clause 4)</b>	
6.	GCC 4.1	The Contract shall be interpreted in accordance with the laws of <b>Tanzania</b>
7.	GCC 5.1	Country of Origin is: <b>CHINA</b>
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	<b>NOT USED.</b>
10.	GCC 8.3	The time period shall be: <b>twelve (12) weeks after commencement date of the contract</b>
11.	GCC 10.1	Performance security shall be: <b>ten (10) percent of the Contract Price</b>
12.	GCC 10.4	Discharge of the Performance Security shall take place in accordance with GCC Sub-Clause 10.4.
13.	GCC 12.2	<p>The following SCC shall supplement GCC Clause 11.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.</p> <p>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.</p> <p><b>In addition:</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>b. Label for products should include <ul style="list-style-type: none"> <li>- Content per pack, Special storage requirements, batch number, date of manufacturer and date of expiry where applicable</li> <li>-The outer carton should also display the above information.</li> </ul> </li> </ul>
14.	GCC 13.1 & 13.3	<p><b><i>For Goods supplied from abroad:</i></b></p> <p>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</p>



		<p>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:</p> <ul style="list-style-type: none"> <li>i) three originals and two copies of the Supplier's invoice, showing Purchaser as <b>Permanent Secretary President's Office Regional Administration and Local Government (PO RALG) P. O. Box 1923 Dodoma, Tanzania</b>; 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.</li> <li>ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as <b>Permanent Secretary PO-RALG, Mtumba P. O. Box 1923 Dodoma, Tanzania</b> 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 or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</li> <li>(ii) four copies of the packing list identifying contents of each package;</li> <li>(iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;</li> <li>(iv) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;</li> <li>(v) one original of the Supplier's Certificate of Origin covering all items supplied;</li> <li>(vi) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);</li> <li>(vii) any other procurement-specific documents required for delivery / payment purposes.</li> </ul>
--	--	---

		<p><i>For Goods from within the United Republic of Tanzania.</i></p> <p>Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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.</li> <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> <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 covering all items supplied'</li> <li>(vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)</li> <li>(viii) other procurement-specific documents required for delivery / payment purposes.</li> </ul> <p><b>Note:</b> 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.</p>
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. <b>Required</b>
16.	GCC 16.1	Incidental services to be provided are: <b>There are no special conditions of contract applicable to GCC 16.1</b>



	<b>Warranty (GCC Clause 17)</b>	
17.	GCC 17.1	<i>There are no special conditions of contract applicable to GCC 17.1</i>
18.	GCC 17.4	<p>The period for the replacement of defective goods is: <b>90 days</b></p> <p><b>Supplier</b> 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</p>
	<b>Payment (GCC Clause 18)</b>	
19.	GCC 18.1 & 18.4	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad: is NOT APPLICABLE</b></p> <p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Contract currency as follows:</p> <ul style="list-style-type: none"> <li>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.</li> <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: <ul style="list-style-type: none"> <li>- Delivering of medical equipment to the final destination,</li> <li>- Installation and commissioning of the medical equipment,</li> <li>- Provision of training to end user, and</li> <li>- Submission of letter of completion, signed and stamped with responsible person, delivery note from each respective delivery point (destination) and commercial invoices</li> </ul> </li> </ul>
	<b>Prices (GCC Clause 19)</b>	
20.	GCC 19.1	There are no special conditions of contract applicable to GCC 19.1
	<b>Liquidated Damages (GCC Clause 24)</b>	
21.	GCC 24.1	Applicable rate: <b>0.5 percent per week</b> of undelivered goods

		<p>value.</p> <p>Maximum deduction is equal to the performance security <b>10% of the contract price.</b></p>
<b>Settlement of Disputes (GCC Clause 29)</b>		
22.	GCC 29.2.2	<p>The dispute resolution mechanism to be applied pursuant to GCC sub-Clause 29.2.2 shall be as follows:</p> <p><i>a. Contracts with foreign supplier: NOT APPLICABLE</i></p> <p><i>b. Contracts with supplier national of the United Republic of Tanzania:</i></p> <p>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</p> <p>- The Arbitration Institution will be the Tanzania Institute of Arbitration (TIA), and the place of Arbitration will be Dar Es Salaam - Tanzania;</p>
<b>Notices (GCC Clause 31)</b>		
23.	GCC 31.1	<p>The Procuring Entity's address for notice purposes:</p> <p><b>Permanent Secretary</b>  <b>PO - RALG,</b>  <b>P. O. Box 1923</b>  <b>41185 Dodoma,</b>  <b>TANZANIA.</b>  <b>Telephone: +26 232 2848, +026 232 2420</b>  <b>Attention: Director of Procurement Management Unit</b></p> <p>The Supplier's address for notice purposes:</p> <p><b>Managing Director,</b>  <b>M/s Hypermed Healthcare Limited,</b>  <b>P. O. Box 14118,</b>  <b>DAR ES SALAAM.</b></p>



**SECTION IV: GENERAL CONDITIONS OF CONTRACT**

MS

## 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



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.
- (l) "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.

- |                       |     |  |
|-----------------------|-----|--|
| 2. Application        | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.  |
| 3. Governing Language | 3.1 | The Contract shall be written in the language <b>specific, in the SCC</b> . 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 <b>specified in the SCC</b> .   |
| 5. Country of Origin  | 5.1 | All 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 <b>elaborated in the SCC</b> .   |
|                       | 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.   |

103

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,



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 Tests**

- 11.1 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 in 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.



11.2 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.

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 the cost 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 Contract to transport the Goods to a specified place of destination



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.

- 15.4 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.

- 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**

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 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.



**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



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 and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the 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



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 not prevented by the Force Majeure event.

27. Termination for 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 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.

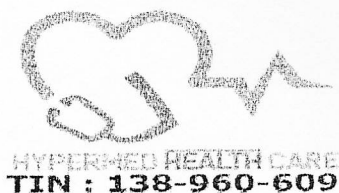
### 33 Suspension of Financing

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.



## FORM OF TENDER



HYPERMED HEALTHCARE  
TIN : 138-960-609

HYPERMED HEALTHCARE LIMITED,  
MWANANYAMALA KOMAKOMA,  
MWINYIJUMA ROAD,  
TRUST HOUSE, PLOT NO. 58/29B,  
2ND FLOOR,  
P.O. BOX 14118,  
DAR ES SALAAM.  
Email: info@hypermed.co.tz  
Website: www.hypermed.co.tz  
Hotline: 0767 026 655 / 0787 880 100

## Form of Tender

Date: January 17, 2022

TENDER: ME/022/2021-22/HQ/G/24

Supply, installation, commissioning and Maintenance of Oxygen Plants, supply Systems and Accessories Lot 1 – Lot 5

To:  
Permanent Secretary,  
President's Office Regional Administration and Local Government,  
Government City -Mtumba, TAMISEMI Street,  
P.O. Box 1923, 41185 Dodoma, Tanzania.

Dear Sir or Madam:

Having examined the Tendering Documents including Addenda Nos: ME/022/2021-22/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, Supply Systems And Accessories Lot 1 and Lot 5* in conformity with the said Tendering Documents for the sum of 2,879,440,000.00TZS (Two Billion Eight Hundred Seventy Nine Million Four Hundred Forty Thousand Tanzanian Shillings Only) - for Lot 1 (TZS 2,460,000,000.00) and Lot 5 (TZS 419,440,000.00) 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 confirming Tanzania Institute of arbitrators 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 we do not have conflict of interest with reference to ITT clause 3.6

*Signature*



**HYPERMED HEALTHCARE**  
**TIN : 138-960-609**

**HYPERMED HEALTHCARE LIMITED,**  
**MWANANYAMALA KOMAKOMA,**  
**MWINYIJUMA ROAD,**  
**TRUST HOUSE, PLOT NO. 58/29B,**  
**2ND FLOOR,**  
**P.O. BOX 14118,**  
**DAR ES SALAAM.**

**Email: info@hypermed.co.tz**  
**Website: www.hypermed.co.tz**  
**Hotline: 0767 026 655 / 0787 880 100**

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:

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

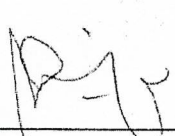
.....None.....None.....None.....  
(if none state "none")

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 Clause 3 of the Tendering Documents

**Dated this day 17<sup>th</sup> of January 2022**

**Signed:** 

**Name: Moses Kiduduye**

**Date: 17<sup>th</sup> January 2022**

**In the capacity of Director**

**Duly authorized to sign this Tender for and on behalf of Hypermed Healthcare Limited**



HYPERMED HEALTHCARE LIMITED,  
MWANANYAMALA KOMAKOMA,  
MWINYIJUMA ROAD,  
TRUST HOUSE, PLOT NO.58/29B,  
2ND FLOOR,  
P.O.BOX 14118,  
DAR ES SALAAM.

Email: info@hypermed.co.tz  
Website: www.hypermed.co.tz  
Hotline: 0767 026 655 / 0787 880 100

**TIN : 138-960-609**

### Price Schedule for Goods Offered

#### SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF OXYGEN GENERATING PLANTS, SUPPLY SYSTEMS AND ACCESSORIES - LOT NO.5

1	2	3	4	5	6	7	8	9
Lot no.	Item Description	Quantity	Currency	Unit price DDP in TZS	Total DDP price in TZS	Name of manufacturer	Country of origin	Lead time (weeks)
5.	Wall Mounted Flow Meters	8,560	TZS	49,000.00	419,440,000.00	SUZHOU ACMD MEDICAL TECHNOLOGY CO., LTD	CHINA	8-12 weeks
TOTAL DDP (VAT exclusive)					419,440,000.00			

IN WORDS: Four Hundred Nineteen Million Four Hundred Forty Thousand Tanzania Shillings Only.

Terms & conditions:  
Payment: 1. Negotiate during signing of the contract  
2. Delivery costs included in the total amount quoted

Installation and training: INCLUDED IN DDP

Signed:

Name: Moses Kidudye  
In the capacity of Managing Director  
Duly authorized to sign the bid for and on behalf of: Hypermed Healthcare Limited  
Dated on 17<sup>th</sup> day of January 2022

Payments should be made directly to: Account info:

Name: HYPERMED HEALTHCARE LIMITED  
Bank: EQUITY BANK (T) LTD  
Branch: MWENGE  
SWIFT Address: EQLT TZ  
Branch Code: 307

TZS AC/NO : 3007211570661

## **SCHEDULE OF REQUIREMENTS**

Procurement Reference Number No. ME/022/2021/2022/HQ/G/24 LOT 5

LOT NO.	DESCRIPTION	QTY NO.
5	Supply, Installation, Commissioning and Maintenance of Wall Mounted Flow Meters	1,4240





	Facility	Wall mounted flow meter
1	BAHI Health Center	16
2	BEREKO Health Center	16
3	BITALE Health Center	16
4	BUGARAMA Health Center	16
5	BUGURUNI Health Center	16
6	BUHINGU Health Center	16
7	BUKENE Health Center	16
8	BUKUNDI Health Center	16
9	BULUNGWA Health Center	16
10	BUNAZI Health Center	16
11	BUNDA Health Center	16
12	BUNJU Health Center	16
13	BUSI RHC Health Center	16
14	BUSONDO Health Center	16
15	BUZA Health Center	16
16	BUZURUGA Health Center	16
17	BWANGA Health Center	16
18	BYUNA Health Center	16
19	CHALANGWA Health Center	16
20	CHAMWINO Health Center	16
21	CHANIKA Health Center	16
22	CHAZI Health Center	16
23	CHELA Health Center	16
24	CHIHANGU Health Center	16
25	CHIPANGA Health Center	16
26	CHIWALE Health Center	16
27	DARAJA II Health Center	16
28	DAUDI Health Center	16
29	DINYECHA Health Center	16
30	DONGOBESE Health Center	16
31	DUGA Health Center	16
32	DUTHUMI Health Center	16
33	ENDABASH Health Center	16
34	GAIRO Health Center	16
35	GWANUMPU Health Center	16
36	HAMAI Health Center	16
37	HOMBOLO Health Center	16
38	IBABA Health Center	16
39	IBOYA Health Center	16
40	IDODI Health Center	16
41	IFWAGI Health Center	16
42	IGALUKILO Health Center	16
43	IGOMA Health Center	16
44	IGURUBI Health Center	16
45	IHALULA Health Center	16
46	IHONGOLE Health Center	16
47	IKINDILO Health Center	16
48	IKIZU Health Center	16
49	IKUTI Health Center	16
50	IKWIRIRI Health Center	16
51	ILAGALA Health Center	16



NDV

52	ILEMBO Health Center	16
53	ILEMBO Health Center	16
54	INYALA Health Center	16
55	INYONGA B Health Center	16
56	IPELELE Health Center	16
57	IPINDA Health Center	16
58	IRAMBA Health Center	16
59	ISANSA Health Center	16
60	Iyula Health Center	16
61	Kabila Health Center	16
62	Kabuku Health Center	16
63	Kachwamba Health Center	16
64	Kagunga Health Center	16
65	Kagunguli Health Center	16
66	Kahangara Health Center	16
67	Kaigara Health Center	16
68	Kakobe Health Center	16
69	Kakonko Health Center	16
70	Kaloleni Health Center	16
71	Kalya Health Center	16
72	Kambarage Health Center Health Center	16
73	Kambi ya Simba Health Center	16
74	Kamsamba Health Center	16
75	Kangagai Health Center	16
76	Kanoge Health Center	16
77	Karafu Health Center	16
78	Karema Health Center	16
79	Karume Health Center	16
80	Karume Health Center	16
81	Kasamwa RHC Health Center	16
82	Kasanga Health Center	16
83	Katoro Health Center	16
84	Katoro Health Center	16
85	Katumba Azimio Health Center	16
86	Katumba Health Center	16
87	Katunguru Health Center	16
88	Kayanga Health Center	16
89	Kerege Health Center	16
90	KHARUMWA Health Center	16
91	KIAGATA Health Center	16
92	KIBAIGWA Health Center	16
93	KIBAKWE Health Center	16
94	KIBAONI Health Center	16
95	KIBATI Health Center	16
96	KIBITI Health Center	16
97	KIBUTUKA Health Center	16
98	KIDABAGA Health Center	16
99	KIDODI Health Center	16
100	KIFULA Health Center	16
101	KIFURA Health Center	16
102	KIGAMBONI Health Center	16
103	KIGANAMO Health Center	16
104	KIGOGO Health Center	16
105	KIGONIGONI Health Center	16
106	KIGONSERA Health Center	16



Handwritten signature or initials in blue ink.

Handwritten signature or initials in blue ink.



107	KIGWE Health Center	16
108	KIKOMBO Health Center	16
109	KILAMBO Health Center	16
110	KILANGALA Health Center	16
111	KILIMARONDO Health Center	16
112	KILOMBERO Health Center	16
113	KIMAMBA Health Center	16
114	KIMARA Health Center	16
115	KIMBIJI Health Center	16
116	KIMEYA Health Center	16
117	KIMWANYA Health Center	16
118	KINENG'ENE Health Center	16
119	KINESI Health Center	16
120	KINTINKU Health Center	16
121	KINYAMBULI Health Center	16
122	KIRANDO Health Center	16
123	KISANGARA Health Center	16
124	KISHANJE Health Center	16
125	KISORYA Health Center	16
126	KITANGARI Health Center	16
127	KITERE Health Center	16
128	KITOMANGA Health Center	16
129	KITUNDA Health Center	16
130	KOME Health Center	16
131	KOROMIJE Health Center	16
132	KWAI Health Center	16
133	KWAMTORO Health Center	16
134	LAELA Health Center	16
135	LALAGO Health Center	16
136	LEVOLOSI Health Center	16
137	LIKOMBE Health Center	16
138	LONGIDO Health Center	16
139	Lubanda Health Center	16
140	LUGEYE Health Center	16
141	LUGOBA Health Center	16
142	Luiro Health Center	16
143	LUNGUYA Health Center	16
144	LUPASO Health Center	16
145	LUPATINGATINGA Health Center	16
146	LUPEMBE Health Center	16
147	LUPILA Health Center	16
148	LUPIRO Health Center	16
149	LUSEWA Health Center	16
150	LUSU Health Center	16
151	MABAMBA Health Center	16
152	MADABA Health Center	16
153	MADIBIRA Health Center	16
154	Magoma Health Center	16
155	Magoto Health Center	16
156	Magoye Health Center	16
157	Magubike Health Center	16
158	Magugu Health Center	16
159	Mahurunga Health Center	16
160	Mahuta Health Center	16
161	Majengo Health Center	16



106



162	Majengo Health Center	16
163	Majengo Health Center	16
164	MAJI MATITU Health Center	16
165	Majigambo Health Center	16
166	Makambako Health Center	16
167	Makanya Health Centre Health Center	16
168	Makiba Health Center	16
169	Makoga Health Center	16
170	Makoko Health Center	16
171	Makole Health Center	16
172	Makonde Health Center	16
173	Makongoro Health Center	16
174	Makorongo Health Center	16
175	Makorora Health Center	16
176	Makurumla Health Center	16
177	MAKUYUNI Health Center	16
178	Malambo Health Center	16
179	Malampaka Health Center	16
180	Malangali Health Center	16
181	Malunga Health Center	16
182	Malya Health Center	16
183	Mamba Health Center	16
184	Manda Health Center	16
185	Mandawa Health Center	16
186	Maneromango Health Center	16
187	MANG'ULA Health Center	16
188	Mapera Health Center	16
189	Mapogoro Health Center	16
190	Maramba Health Center	16
191	Masaki Health Center	16
192	Masoko Health Center	16
193	Masukulu Health Center	16
194	Masumbwe Health Center	16
195	Matai Health Center	16
196	Matamba Health Center	16
197	Mauno Health Center	16
198	Mazwi Health Center	16
199	Mbagala Rangi Tatu Health Center	16
200	Mbagala Round Table Health Center	16
201	Mbambabay Health Center	16
202	Mbarika Health Center	16
203	Mbekenyeria Health Center	16
204	Mbonde Health Center	16
205	Mererani/Mbuguni Health Center	16
206	Mbuyuni Health Center	16
207	Mchoteka Health Center	16
208	Melela Health Center	16
209	Mgeta Health Center	16
210	Michiga Health Center	16
211	Mikumi Health Center	16
212	Milepa Health Center	16
213	Misasi Health Center	16
214	Mishamo Health Center	16
215	Mkamba Health Center	16
216	Mkamba Health Center	16



*[Handwritten signature]*

*[Handwritten signature]*



217	Mkata Health Center	16
218	Mkill Health Center	16
219	Mkinga Health Center	16
220	Mkonze Health Center	16
221	Mkulwe Health Center	16
222	Mkumbara Health Center	16
223	Mkuzi Health Center	16
224	Mlalo Health Center	16
225	Mlandizi Health Center	16
226	Mlangali Health Center	16
227	Mletele Health Center	16
228	Mlimba Health Center	16
229	Mloka Health Center	16
230	Mlola Health Center	16
231	Mlowa Health Center	16
232	Mnazi Health Center	16
233	Mnazi Mmoja Health Center	16
234	Mnazi Mmoja Health Center	16
235	Mohoro Health Center	16
236	Mombo Health Center	16
237	Momella Health Center	16
238	Mrijo Health Center	16
239	Msata Health Center	16
240	Mtakanini Health Center	16
241	Mtambaswala Health Center	16
242	Mtande Health Center	16
243	Mtandika Health Center	16
244	Mtaniia Health Center	16
245	Mtimbira Health Center	16
246	Mto wa Mbu Health Center	16
247	Mto wa Mbu RC Health Center	16
248	Mtowisa Health Center	16
249	Muganza Health Center	16
250	Mugeta Health Center	16
251	Muhukuru Health Center	16
252	Mundemu Health Center	16
253	Murangi Health Center	16
254	Muriba Health Center	16
255	Muriet Health Center	16
256	Muriti Health Center	16
257	Murongo Health Center	16
258	Murusagamba Health Center	16
259	Mutuka Health Center	16
260	Muyama Health Center	16
261	Muyovozi Health Center	16
262	Mwabayanda Health Center	16
263	Mwaisela Health Center	16
264	Mwakaleli Health Center	16
265	Mwamgongo Health Center	16
266	Mwandoya Health Center	16
267	Mwangika Health Center	16
268	Mwasayi Health Center	16
269	Mwaya Health Center	16
270	Mwendakulima Health Center	16
271	Mwera Health Center	16



*Handwritten signature/initials in black ink.*

*Handwritten signature/initials in blue ink.*



72	Mwese Health Center	16
73	Mwika Health Center	16
	Mwimbi Health Center	16
	Mzenga Health Center	16
76	Nainokanoka Health Center	16
77	Naipanga Health Center	16
	Nakapanya Health Center	16
79	Namikupa Health Center	16
80	Namtumbo Health Center	16
	Nandagala Health Center	16
82	Nanyumbu Health Center	16
83	Nassa Health center Health Center	16
	Natta Health Center	16
	Nduruma Health Center	16
86	Ngaya Health Center	16
	Ngulyati Health Center	16
	Ngumo Health Center	16
89	Nguruka Health Center	16
90	Nindo Health Center	16
	Nkoma Health Center	16
92	Nkomolo Health Center	16
93	Nkowe Health Center	16
	Nkwenda Health Center	16
	Nyakahura Health Center	16
96	Nyakanazi Health Center	16
	Nyakarilo Health Center	16
	Nyakitonto Health Center	16
99	Nyamidaho Health Center	16
00	Nyangoto Health Center	16
	Nyanzige Health Center	16
02	Nyarugusu Health Center	16
03	Nyasho Health Center	16
	NYASUBI Health Center	16
	Nyehunge Health Center	16
06	Nzihi Health Center	16
	Nzovwe Health Center	16
	Orkesumet Health Center	16
09	Osinoni Health Center	16
10	PALANGAWANU Health Center	16
	Pande Health Center	16
12	Pasua Health Center	16
13	Pongwe Health Center	16
	Prince Saudi Health Center	16
	Pugu Kajiungeni Health Center	16
16	Pwaga Health Center	16
	Rukaragata Health Center	16
	Rusesa Health Center	16
19	Said Said Kalembo Health Center	16
20	Salaaman Health Center	16
	Salawe Health Center	16
22	Samuye Health Center	16
23	Sangabuye Health Center	16
	Sengerema Health Center	16
25	Simbo Health Center	16
26	Sinza Health Center	16



*Handwritten signature in black ink.*

*Handwritten signature in blue ink.*



27	Sirari Health Center	16
328	Sokoine Health Center	16
29	Somanga Health Center	16
30	Songe Health Center	16
331	Songwa Health Center	15
332	SUNYA Health Center	15
33	TAMOTA Health Center	15
34	TAWA Health Center	15
335	TINDE Health Center	15
36	TINGI Health Center	15
37	TUNDUMA Health Center	15
338	UGOGONI Health Center	15
39	UJIJI Health Center	15
40	UKUNE Health Center	15
41	ULYANKULU Health Center	15
42	UPUGE Health Center	12
43	URUKYASENI Health Center	15
44	USA RIVER Health Center	15
45	USEVYA Health Center	13
46	USHETU Health Center	13
47	USHIROMBO Health Center	15
48	USSOKE Health Center	17
49	UTEGI Health Center	15
50	UTENGULE USANGU Health Center	15
51	UVINZA Health Center	15
52	UYOVU Health Center	15
53	WAMPEMBE Health Center	15
54	WANGING'OMBE Health Center	15
55	YOMBO VITUKA Health Center	15
56	ZAMZAM Health Center	15
57	ZOGOLO Health Center	15
<b>Jumla</b>		<b>5680</b>



*Di*

DISTRIBUTION LIS FOR WALL MOUNTED FLOW METER			
REGION	COUNCIL	FACILITY/CENTER	FLOW METER
Arusha	Karatu DC	Karatu CH	117
	Ngorongoro DC	Ngorongoro CH	120
	Longido DC	Longido CH	117
Dodoma	Kondoa TC	Kondoa CH	117
	Bahi DC	Bahi CH	117
	Chamwino	Uhuru	120
Geita	Mpwapwa DC	Mpwapwa CH	117
	Geita DC	Katoro Hosp	117
	Geita DC	Geita CH	117
Iringa	Mafinga TC	Mafinga CH	117
	Kilolo DC	Kilolo CH	117
	Missenyi DC	Missenyi CH	117
Kagera	Ngara DC	Ngara CH	117
	Karagwe DC	Karagwe CH	117
	Mpimbwe DC	Mpimbwe CH	117
Katavi	Tanganyika DC	Tanganyika CH	117
	Same DC	Same CH	117
	Mwanga DC	Mwanga CH	117
Kigoma	Buhigwe DC	Buhigwe CH	117
	Kibondo DC	Kibondo CH	117
	Kasulu TC	Kasulu TH	117
Lindi	Ruangwa DC	Ruangwa CH	117
	Mtama DC	Mtama CH	117
	Masasi DC	Masai CH	117
Manyara	Nachingwea DC	Nachingwea CH	117
	Babati TC	Babati TH	117
	Hanang DC	Hanang CH	117
Mara	Simanjiro DC	Simanjiro CH	117
	Bunda DC	Bunda CH	117
	Serengeti	Serengeti CH	120
Mbeya	Tarime DC	Tarime CH	117
	Rungwe DC	Tukuyu CH	117

*[Handwritten signature]*



*[Handwritten signature]*



	Kyela	Kyela CH	120
Morogoro	Mbeya DC	Mbeya CH	117
	Malinyi DC	Malinyi CH	117
	Gairo DC	Gairo CH	117
	Mvomero DC	Mvomero CH	117
Mtwara	Kilosa DC	Kilosa CH	117
	Masasi DC	Mbuyuni CH	120
	Mtwara DC	Mtwara CH	117
Mwanza	Buchosa DC	Buchosa CH	117
	Kwimba DC	Kwimba CH	117
	Ukerewe DC	Bwisa CH	117
	Ukerewe DC	Ukerewe CH	117
Njombe	Ludewa DC	Ludewa CH	117
	Makete DC	Makete CH	117
Pwani	Wanging'ombe DC	Wanging'ombe DC	117
	Kisarawe DC	Kisarawe CH	117
	Mafia DC	Mafia CH	117
Rukwa	Rufiji DC	Rufiji CH	117
	Nkasi DC	Nkasi CH	117
	Kalambo DC	Kalambo CH	117
Ruvuma	Madaba DC	Madaba DH	117
	Nyasa	Nyasa CH	121
	Mbinga DC	Mbinga CH	117
Shinyanga	Shinyanga DC	Shinyanga CH	117
	Kishapu DC	Kishapu CH	117
	Msalala DC	Msalala CH	117
Simiyu	Bariadi DC	Bariadi CH	117
	Meatu DC	Meatu CH	117
Singida	Manyoni DC	Manyoni CH	117
	Iramba DC	Iramba CH	117
	Singida DC	Singida CH	117
Songwe	Tunduma TC	Tunduma CH	117
	Ileje DC	Ileje CH	117
	Sikonge DC	Sikonge CH	117



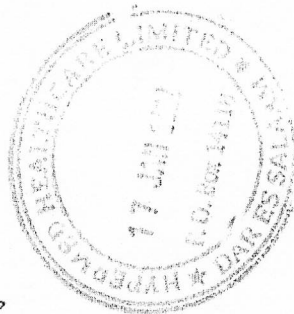
*Handwritten signature*

*Handwritten signature*



Tabora	Urambo DC	Urambo CH	117
	Igunga DC	Igunga CH	117
	Korogwe TC	Korogwe TH	117
	Kilindi DC	Kilindi CH	117
	Muheza DC	Muheza CH	117
Tanga	Handeni DC	Handeni CH	117
	Pangani DC	Pangani CH	117
	JUMILA		8560

*[Handwritten signature]*



*[Handwritten signature]*

## **TECHNICAL SPECIFICATIONS**

# WALL MOUNTED OXYGEN FLOW METER

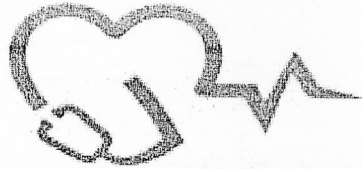
S/N	Equipment Description	Technical specifications
5	Oxygen Flow meter	<p>Wall Mounted Oxygen Flowmeter with Humidifier Oxygen Flowmeter with Humidifier is suitable for concentrated oxygen supply system in hospitals.</p> <p><b>Main performances:</b> Flow range: 0--15L/min. Automatic exhaust pressure of safety valve: <math>0.35 \pm 0.05</math> MPa; This unit should adopt British standard should be equipped with humidifier bottle that can be autoclavable at 120 centigrade. The flowmeter should be compatible and fitting to the available manifold system oxygen outlets.</p>

*Handwritten signature*



*Handwritten signature*





**HYPERMED HEALTHCARE**  
**TIN : 138-960-609**

**HYPERMED HEALTHCARE LIMITED,**  
**MWANANYAMALA KOMAKOMA,**  
**MWINYIJUMA ROAD,**  
**TRUST HOUSE, PLOT NO.58/29B,**  
**2ND FLOOR,**  
**P.O.BOX 14118,**  
**DAR ES SALAAM.**  
**Email: info@hypermed.co.tz**  
**Website: www.hypermed.co.tz**  
**Hotline: 0767 026 655 / 0787 880 100**

## **OXYGEN FLOW METER LPM TECHNICAL SPECIFICATIONS COMPLIANCE**

**Date: 17<sup>th</sup> January 2022**

**Tender No: ME/022/2021-22/HQ/G/24**

**To:**

**Permanent Secretary,  
President's Office Regional Administration and Local Government,  
Government City -Mtumba, TAMISEMI Street,  
P.O. Box 1923, 41185 Dodoma, Tanzania.**

TECHNICAL SPECIFICATIONS	COMPLIANCE
<p>Wall Mounted Oxygen Flowmeter with Humidifier</p> <p>Oxygen Flowmeter with Humidifier is suitable for concentrated oxygen supply system in hospital in order to save the sick and those who are lack of oxygen to inhale oxygen.</p> <p>Main performances:</p> <p>Flow range: 0--15L/min.</p> <p>Automatic exhaust pressure of safety valve: 0.35±0.05 MPa;</p> <p>This unit should adopt British standard</p> <p>should be equipped with humidifier bottle that can be autoclavable at 120 centigrade.</p> <p>The flowmeter should be compatible and fitting to the available manifold system oxygen outlets</p>	<p><b>COMPLIES FOR ALL SPECIFICATIONS</b></p>

**Signed:**

**Name: Moses Kiduduye**

**In the capacity of Managing Director**

**Duly authorized to sign the bid for and on behalf of: Hypermed Healthcare Limited**

**Dated on 17<sup>th</sup> day of January 2022**





# AmcareMed Flowmeter

Accurate Reliable and Easy to Use

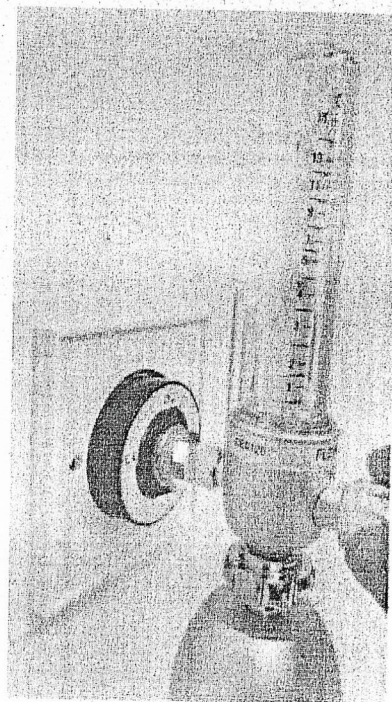
They are mainly used in medical center gas supply systems, emergency rooms, patient rooms and ambulance. It is an indispensable instrument for emergency therapy and hypoxia patients for inhalation.

The flowmeters have the function of humidifying and filtering oxygen and medical air. It has precise flow rates for measurement, easy to use and safe. At the pressure dome and accuracy is tested which ensures the safety of the patient, accuracy is  $\pm 10\%$  of displayed value. Calibrated at 50 psi inlet pressure.

AmcareMed flowmeter rate available 0-5LPM, 0-10LPM, 0-15LPM three options for adults and pediatric therapy. Labeling ISO or US(NFPA) colors code allows for easy gas identification. Main using for Oxygen and Medical Air, other gas type CO<sub>2</sub> and N<sub>2</sub>O available upon request.

Manufactured in the version with single or twin configuration in order to allow a double and independent gas supply using a single gas source. Each flowmeter shall be supplied with gas specific probes and only attach to the corresponding medical gas outlet. Include BS, DIN, AFNOR, JIS, OHMEDA, DISS, CHEMETRON, etc. Quickly connector size comes with a standard 1/8".

AmcareMed flowmeters are designed for dependability and durability. The base of the flowmeter is made of chromium-plated brass and aluminum alloy two option. The flow tubes are made from crack resistant polycarbonate housings and ball is stainless steel.

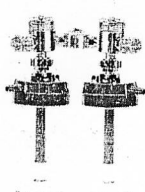


AmcareMed Medical Flowmeter

Available in US and ISO colors



FH-B-O-15



FL-DB-O



FH-D-O-15



FH-D-A-15



FH-A-O-15

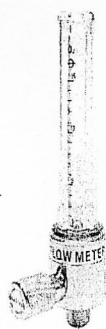
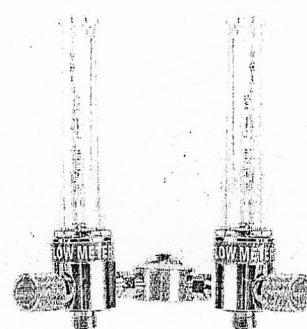


FL-DA-O

20



## BRASS BODY

Oxygen Flowmeter  
(US)Oxygen Flowmeter  
(ISO)Air Flowmeter  
(US)Double Flowmeter  
(US)

## TECHNICAL SPECIFICATIONS

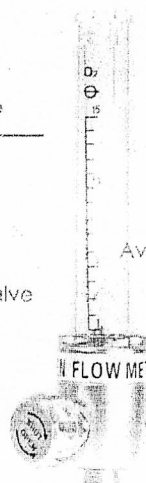
Weight	0.15Kg
Input pressure	4.5bar $\pm$ 0.5bar
Material	Brass
Accuracy	$\pm$ 10% read value
Standard inlet connection	ISO G1/8"
Dimensions	153x55 x 29.7mm
Set ranges	0-5 L/min, 10 L/min, 15 L/min

## ALUMINUM BODY

High temperature resistance

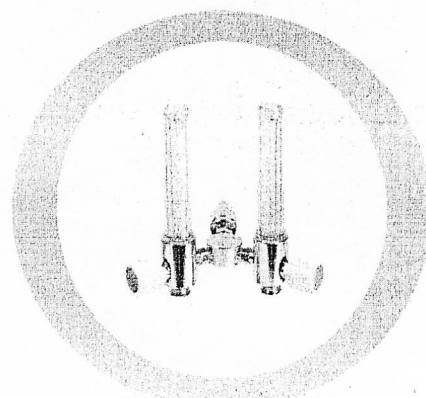
Use integral high precision valve

Available in different type adapters



FH-A-O-15

Available in double oxygen flowmeter



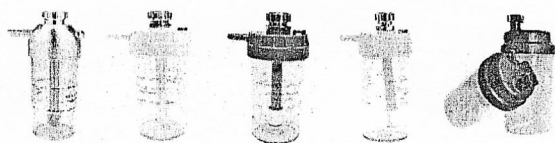
FL-DB-O

## TECHNICAL SPECIFICATIONS

Weight	0.105Kg
Input pressure	4.5bar $\pm$ 0.5bar
Material	Aluminum Alloy
Accuracy	$\pm$ 10% read value
Dimensions	153x55 x 29.7mm
Set ranges	0-5 L/min, 10 L/min, 15 L/min



## Humidifier bottle



Volume: 200 ml

Size:  $\phi 66 \times 142 \text{ mm}$

Weight: 0.125kg(AS) , 0.335kg(aluminum)

Max applicable pressure: 450kpa

Flow meter connection: M12\*1

Material: Bottle cap-ABS, body-AS

Relief valve triggers: 350kpa-400kpa

Max sterilized temperature in autoclave at 121 °C  
under pressure 210kpa.

## Flowmeter outlet hose connection

Polypropylene hose connector

Six colors for easy coding

Single patient use

Gas Type: O<sub>2</sub>, AIR, VAC, N<sub>2</sub>O, N<sub>2</sub>, CO<sub>2</sub> are available



## Rail clamping systems Stainless steel rail



Anodized aluminum clamp bracket for rail,  
with nipple threaded and hose connector.



Stainless steel rail 30\*10 mm, with spacers  
and fittings, various lengths.

AMCAREMED TECHNOLOGY CO.,LIMITED

Web: [www.amcaremed.com](http://www.amcaremed.com)

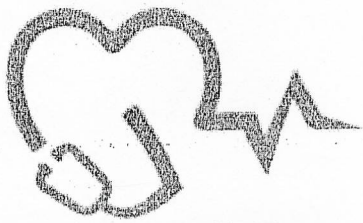
Tel: (+86)05503028928

Email: [info@amcaremed.com](mailto:info@amcaremed.com)

Address: NO.611 Shanghai North Street, Chuzhou City, Anhui Province, China

## DELIVERY SCHEDULE





**HYPERMED HEALTH CARE**  
**TIN : 138 -960 -609**

**HYPERMED HEALTH CARE LIMITED,**  
KINONDO NI MWANANYAMALA KOMA KOMA,  
MWIJUMA ROAD, PLOT NO: 58/ 29B,  
TRUST HOUSE BUILDING, 2ND FLOOR,  
P.O. BOX 14118,  
DAR ES SALAAM,  
Email: info@hypermed.co.tz,  
Mobile phone: + 255 787 880 100,  
Tel: + 255 222 761 006,  
Website: www.hypermed.co.tz,

**Date: 17/01/2022**

**Tender No. ME/022/2021-22/HQ/G/24**

**To: Permanent Secretary**  
President's Office Regional Administration and Local Government,  
Government City – Mtumba,  
TAMISEMI Street,  
P.O. Box 1923, 41185 Dodoma, Tanzania.

Dear Sir/Madam,

**RE: DELIVERY AND COMPLETION COMMITMENT DECLARATION**

We **HYPERMED HEALTHCARE LIMITED**, declaring and committing ourselves that we can supply the below attached items to the said delivery point **within 12 Weeks after LPO**.

We are also declaring our commitment of providing the technical support during warranty period.

Most of our Manufacturers are in China and normally the production takes 4 – 6 Weeks and delivery can take up to 6 weeks to reach Tanzania. We are sure that we can meet the 12 Weeks delivery period.

Yours Sincerely,

Signed:

Name: **MOSES DEOGRATIAS KIDUDUYE**

In the capacity of **MANAGING DIRECTOR**

Duly authorized to sign the Tender for and on behalf of: **HYPERMED HEALTHCARE LIMITED**

Dated on **17<sup>th</sup> day of January 2022**



MSD

## **NEGOTIATION MINUTES**



MINUTES FOR CONTRACT NEGOTIATION FOR TENDER NO.  
ME/022/2021/2022/HQ/G/24 LOT I AND V FOR SUPPLY, INSTALLATION,  
COMMISSIONING AND MAINTENANCE OF OXYGEN GENERATING  
PLANTS AND WALL MOUNTED FLOW METERS BETWEEN PO –  
RALG AND M/S HYPERMED HEALTH CARE LIMITED.

Venue: VIDEO CONFERENCE – Sokoine House, PO – RALG, Dodoma.

Date: 22<sup>nd</sup> May, 2022

Time: 14:00 hours – 15: 45

**1. PARTICIPANTS**

S/N	NAMES	INSTITUTION	POSITION
1	Mathew Mganga	PO-RALG – DODOMA	Chairperson
2.	Eng. Valentino Mvanga	RHH-MOROGORO	Secretary
3	Karim Mpita	PO – RALG - DODOMA	Member
4.	Husna Kandoro	PO – RALG - DODOMA	Member
5	Eng.Mussa Kipende	HOSPITALI YA BENJAMINI - MKAPA	Member
6.	Moses Kiduduye	HYPERMED HEALTH CARE LIMITED	Director
7	Gidion Damas	HYPERMED HEALTH CARE LIMITED	Finance Manager
8	Leticia Mvukiye	HYPERMED HEALTH CARE LIMITED	Customer Relation Officer

**1.0 Introduction**

1.1 Tender for Supply, Installation, Commissioning and Maintenance of Oxygen Generating Plants and Wall Mounted Flow Meters for Health Facilities in Mainland Tanzania is being implemented through National Competitive Restricted Tendering in accordance with the Public Procurement Act, 2011 and procedures set out in the Public Procurement Regulation, 2013.

1.2 At its 3<sup>rd</sup> ordinary meeting held on 15<sup>th</sup> May, 2022 the President's Office, Regional Administration and Local Government (PO-RALG)

Tender Board (MTB) awarded the contract for Tender No. ME/022/2021/2022/HQ/G/24 for Lot 1 for Supply, Installation, Commissioning and Maintenance of Oxygen Generating Plants for Health Facilities in Mainland Tanzania to M/s Hypermed Health care Ltd of P. O Box 14118 Dar es Salaam at a contract price of TZS 2,460,000,000.00 subject to successful negotiation and Lot 5 for Supply of Wall Mounted Flow Meters for Health Facilities Mainland Tanzania to M/s Hypermed Healthcare Ltd of P.O.Box 14118 Dar es Salaam at a contract price of TZS 419,440,000.00 subject to successful contract negotiation.

1.3 Negotiations were conducted on 22<sup>nd</sup> May, 2022, at Video Conference, Sokoine House PO – RALG, Dodoma.

1.4 Negotiations were based on the following issues:

- i. Opening of the Meeting
- ii. Adoption of Agenda
- iii. Presentation of Power of Attorney
- iv. Source of Fund to implement the project/assignment
- v. Quality of devices to be supplied as per specifications
- vi. Manufacturer Authorization letter from Manufactures of products
- vii. Training schedule and plan on how to use the devices to be supplied
- viii. Installation of devices/Plants plan and Technique
- ix. Availability of local based technical Support personnel
- x. Warrant and Standards of items and availability of Technical Support
- xi. Maintenance of Items for 5 years and life span of not less than 20 years for lot 1
- xii. Delivery of Items to final destinations and hand over
- xiii. Price reduction
- xiv. Reporting Requirements
- xv. Tax matters
- xvi. Payment issues
- xvii. Performance Security
- xviii. Any Other Business (AOB).

**i. Opening of the Meeting**

The meeting was opened by the Chairperson at 14:00 local time. The chairperson introduced himself and the participants.

**ii. Adoption of agenda**

The chairperson introduced before the meeting the agenda for discussion so as to have common understanding as well as to resolve any uncertainties regarding implementation of the contract. Members of negotiation meeting went through the agenda and adopted them.



iii. **Presentation of Power of Attorney.**

The chairperson requested for the Power of the Attorney from the representative of M/s Hypermed Healthcare Ltd. Power of Attorney was presented introducing **Mr. Moses Kiduduye (Director)** to negotiate the contract on its behalf. The submitted Power of Attorney was authentic and accepted by the PO-RALG negotiating panel.

iv. **Source of Fund to implement the Project/Assignment**

Mr. Moses Kiduduye representative of M/s Hypermed Healthcare Ltd was requested to disclose how will manage to implement the assignment or project when the contract is signed. The representative of M/s Hypermed Healthcare Ltd assured the Client that they were financially liquid enough to execute the contract as they have financial facilities through CRDB Equit Bank and Mwanga Bank Plc. Also, M/s Hypermed Healthcare Ltd hinted that he would apply for Advance Payment from PO – RALG as one of financing modality to ensure that the contract is timely and successfully implemented on time. The client was satisfied with the assurance presented by the supplier to execute the contract successfully.

v. **Quality of devices to be supplied**

The client requested the supplier to confirm that goods which will be delivered will comply with technical specifications and standards. The Supplier confirmed that all items which will be delivered to PO RALG will be of good quality as per specifications. The supplier submitted the Manufacturer's Authorization letters from **DongFeng** (manufacturer) to show the items will be coming from the right source and quality as per specification and performance of an Item especially Oxygen Generating Plant will be evaluated on output performance. It was agreed by both parties (Client and Supplier) that quality of devices to be supplied will be strictly inspected for compliance.

vi. **Training on how to use the devices to be supplied and availability of supportive personnel to support the operation of machines**

The client requested the supplier to clarify on issues related to training by confirming that supplier will provide training to end users of the medical devices and Oxygen generating Plants. The supplier assured the client that training is mandatory to be provided as it was specified in the tendering document. The client requested the supplier to submit Training Schedule/Plan, Training Mechanism and Quality assurance of Training before contract signing. The Supplier assured that training plan and mechanism will be provided. There will be one Technical Personnel in each place where Oxygen Generating Plants will be installed for the purpose of providing training to users or operators. Likewise, Online and On Job Training will be carried out through out five (5) years comprehensive maintenance period where by one Biomedical Engineer will be assigned in

all six (6) zones where Oxygen Plants are expected to be installed. It was so agreed by both parties.

**vii. Warrant issues of the devices and Standards maintenance and**

The client was interested to know the coverage of warranty for items to be supplied. The Supplier assured that all items to be supplied are under warranty of 5 years supported with comprehensive Maintenance. It was agreed by both parties all items will be under warranty of 5 year and a comprehensive maintenance of five (5) years to be conducted at the expense of the supplier. After 5 years PO – RALG will be responsible for paying for services charges. It was agreed by both parties warranty cover for 5 year and Maintenance plan should be provided for monitoring and supervision.

**viii. Delivery Place of delivery of Items**

It was agreed by both parties that place for delivery of Items is to the final destinations (Health Facilities).

**ix. Delivery Time**

It was agreed by both Parties that delivery period for Oxygen Generating Plants and Wall Mounted Flow Meters will be within 12 weeks after the signing of the contract.

**x. Price Discount**

The Client requested the Supplier for price discount for both lot 1 and 5 as it is considered Bulky Procurement undertaken at one time.

After discussion the Supplier did not agree to discount due to the reasons of Price fluctuation in the world market and increase of value of exchange rate of USD against Tanzania Shilling also added that they quoted the price in Tanzania Shillings while they buy for USD. After discussion both parties agreed that price for lot 1 to remain TZS 2,460,000,000.00 and for lot 5 to remain TZS 419, 440,000.00

**xi. Reporting Requirements**

It was emphasized by the Client to the Supplier that, for the sake of facilitating smooth communication all letters, correspondences including tax invoice should be addressed to:

The Permanent Secretary,  
President Office – Regional Administration and Local Government,  
Government City – Mtumba,  
TAMISEMI Street  
P.O.Box 1923  
41185 Dodoma.



#### xii. Tax Matters

It was discussed and agreed by both parties that all tax matters will be dealt in accordance with Tax Laws of Tanzania.

#### xiii. Payment Mode

It was expressed by the client that payment mode will be in accordance with the provision in the Special Conditions of Contract whereby 15% of Contract Price will be paid to Supplier upon request as an Advance Payment subject to submission of Advance Payment Guarantee from reputable financial Institution and 85% will be paid to supplier upon delivery of items and the same have been inspected and accepted by the client.

The Supplier requested the client to grant 50% of contract price Advance Payment upon on request and submission of Bank Security of the same amount from reputable financial institution in a form of Bank Guarantee. After discussion, the request was agreed by the Client that payment of 50% will be granted upon request and submission of the Bank Guarantee of the same amount. and 50 percent will be paid upon request, delivery, acceptance of the items and provision of the training to end user.

#### xiv. Performance Security

It was discussed and agreed by both parties that provision of Performance Security will be in accordance with the requirement of tender document where by performance security is mandatory and will be 10% of contract price in the form of Bank Guarantee. Performance security will be released when the contract is finalized and 2 percent of it will be released on acceptance of 5 years comprehensive maintenance.

#### xv. AOB

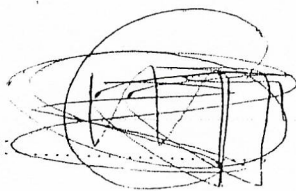
There was no other business emerged in the discussion.

#### xvi. Closing the meeting.

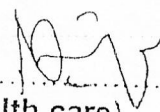
The Chairperson thanked the participants and closed the meeting at 14: 45 hrs.

Signed by:

Mathew Mganga:  
(Chairperson)



Moses Kiduduye.....  
(M/s Hypermed Health care)



Date: 22/05/2022



## RECORD OF NEGOTIATIONS

Name of the Procuring Entity: PO- RALG

Tender identification No. ME/022/2021-22/HQ/G/24 LOT 1 AND 5

Subject of Procurement: Supply, Install and Commissioning and Maintenance of Oxygen Generating Plants, Manifold Systems, Cylinders and Wall Mounted Flow Meters (LOT 1-5)

Method of Procurement: NRT

Date of Negotiation: 01/06/2022

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 22 <sup>nd</sup> May, 2022.
2. Confirmation of the Agenda	All agendas confirmed
3. Additional of Seven (7) Oxygen plants and 5680 Wall Mounted flow Meters	Client described to the Supplier the agenda of additional of 7 units of Oxygen Generating Plants and 5680 Wall Mounted Flow Meters. After discussion, both parties President's Office Regional Admiration and Local Government and M/s Hypermed Healthcare Limited agreed that, the number of Oxygen generating Plants to be increased from 6 Units of previous to 13 Units which is additional of 7 units of Oxygen Generating Plants and the number of wall mounted flow meters be increased from 8560 to 14240 of wall mounted flow meters which is an additional of 5680 of Wall Mounted Flow Meters.
4. Price reduction	The Client requested the Supplier for price discount for both lots 1 and 5 as it is considered bulky procurement undertaken at one time. After discussion the Supplier agreed to discount TZS 13,000,000.00 for 13 Units of Oxygen Generating Plants. Thus the new per price unit is TZS 409,000,000.00 instead of TZS 410,000,000.00 of previous, therefore the agreed contract amount for 13 Oxygen Generating Plants is TZS 5,317,000,000.00 for lot No. 1 and; for Lot No. 5 the Supplier did not agree to discount due to Price fluctuation in the Global market and increase of value of exchange rate of USD against Tanzania Shilling





	After discussion both parties agreed that, price for lot 5 to remain TZS 49,000.00 per wall mounted flow meters which is TZS 278,320,000 for added 5,680 of Wall Mounted Flow Meters thus the new contract price will be TZS 697,760,000.00 for Supply of 14,240 of Wall Mounted Flow Meters instead of TZS 419,440,000.00 for Supply of 8,560 of Wall Mounted Flow Meters .
5. Delivery period of the Oxygen Generating Plants and Wall Mounted Flow Meter	It was agreed by both Parties that delivery period for both Oxygen Generating Plants and Wall Mounted Flow Meters will as per distribution list attached be within 12 weeks after the signing of the contract.
6. Specification of the additional Oxygen Generating Plants and Wall Mounted Cylinders 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 22 <sup>nd</sup> 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.
7. Distribution list of the plants and wall mounted flow meters	Client presented to the Supplier the distribution list for additional Oxygen Generating Plants and Wall Mounted Flow Meters. After discussion Supplier agreed distribute the Oxygen Generating Plants and Wall Mounted Flow Meters at no extra cost as per distribution list <i>attached</i> .
8. Any Others Business i. Filling station ii. Filling capacity	Client requested the supplier to confirm presence of filling station in Oxygen Generating Plants and filling capacity Supplies described that all Generating Plants will have the filling stations and capacity of filling station will be 20 cylinder (50L) a time instead of 6 Cylinders at a time. Client agreed with supplier proposal

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

For the Procuring Entity

Signature:

Name: SULEMAN LUKANGA

Position: CHAIRMAN

Date: 01/06/2022

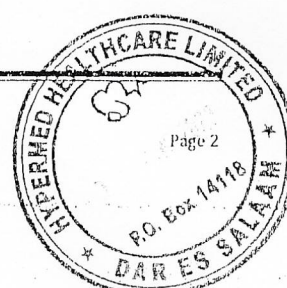
For the Tenderer/Consultant

Signature:

Name: MOSES D. KIMUYE

Position: MANAGING DIRECTOR

Date: 01/06/2022



*Handwritten initials 'CV'*

## **NOTIFICATION OF AWARD**



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](mailto:ps@tamisemi.go.tz)



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

In reply please quote:

Ref. No. AD.296/303/01/411

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

Managing Director,  
M/s Hypermed Healthcare Limited,  
P. O. Box 14118,  
**DAR ES SALAAM.**

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER No. ME/022/2021/2022/HQ/G/24 (LOT 5) – SUPPLY, INSTALLATION, COMMISSIONING OF WALL MOUNTED 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 5) – Supply, Installation, Commissioning of Wall Mounted Flow Meters is accepted at the contract amount of **Tanzania Shillings Six Hundred Ninety Seven Million, Seven Hundred Sixty Thousand only (TZS 697,760,000.00)** 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 be 10 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.**

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.



*Jiandae kuhesabiwa Siku ya Jumanne tarehe 23 Agosti, 2022*

(Signature)



**LETTER OF ACCEPTANCE**

Date: 02<sup>nd</sup> June 2022

RE: HH/2019/16L/21

Permanent Secretary,  
President's Office Regional Administration and Local Government,  
Government City -Mtumba, TAMISEMI Street,  
P.O. Box 1923, 41185 Dodoma, Tanzania.

Dear Sir:

**RE: ACCEPTANCE OF NOTIFICATION OF AWARD OF CONTRACT FOR TENDER**  
**NO: ME/022/2021/2022/HQ/G/24 (LOT 5) -SUPPLY, INSTALLATION,**  
**COMMISSIONING OF WALL MOUNTED FLOW METTERS**

Reference is made to your notification with Ref no: No.AD.296/303/01/411

Hypermed Healthcare Limited Would kindly inform you that, we have accepted this award and we are looking forward at implementation of this tender.

We here by state that, we have accepted the tender No: ME/022/2021/2022/HQ/G/24 (LOT 5) – for supply, installation, commissioning of wall mounted flow meters at Total contract some of Tanzania Shillings Six Hundred Ninety-Seven Million, Seven Hundred Sixty Thousand Only (TZS 697,760,000.00)

Thank you for your duly cooperation

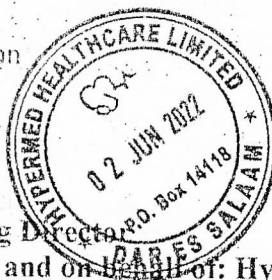
Signed:

Name: Moses Kiduduye

In the capacity of Managing Director

Duly authorized to sign for and on behalf of: Hypermed Healthcare Limited

Dated on 02<sup>nd</sup> day of June 2022







Jiangyin Dongpeng Purification Equipment. Co.,Ltd.  
Add: Middle Section Furong Road,Xiagang Industrial Concentration Area,  
Jiangyin,Jiangsu,China  
Tel: +86-510-86161766  
Fax: +86-510-86161555  
Website : [www.dpzd.com](http://www.dpzd.com)  
[www.dpzd.com.cn](http://www.dpzd.com.cn)

## Manufacturer's Authorization Form

17/01/2022

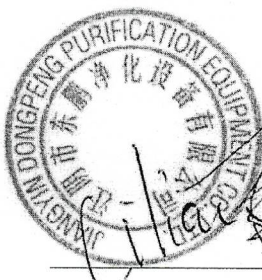
To:

Permanent Secretary,  
President's Office Regional Administration and Local Government,  
Government City -Mtumba, TAMISEMI Street,  
P.O.Box 1923, 41185 Dodoma, Tanzania.

WHEREAS **JIANGYIN DONGPENG PURIFICATION. CO., LTD** who are established and reputable manufacturers of **PSA OXYGEN GENERATING PLANTS** having factories at **Middle Section Furong Road ,Xiagang Industries Concentration Area, Jiangyin, Jiangsu, China.**

do hereby authorize **HYPERMED HEALTHCARE LIMITED , P. O. Box 14118 of Trust House 2<sup>nd</sup> Floor,Mwananyamala Komakoma, Mwinyinjuma Road, Dar Es Salaam.** to submit a Tender, and subsequently negotiate and sign the Contract with you against IFT No. **ME/022/2021/2022/HQ/G/24** Titled, **Supply, installation , commissioning and Maintance of Oxygen Plants, supply Systems and Accessories** for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 28 of the GCC for the goods offered for supply by the above firm against this Invitation for Tenders.



*[signature for and on behalf of Manufacturer]*

*Handwritten signature*

## STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 17<sup>th</sup> day of January 2022.

WE the undersigned HYPERMED HEALTHCARE LIMITED of Trust House, 2<sup>nd</sup> Floor, Plot No. 58/29B, Mwinyijuma Road, Mwananyamala Komakoma, Kinondoni District, with Post Office Box 14118 Dar es Salaam by virtue of authority conferred to us by the Board Resolution No. 015 of 14<sup>th</sup> day of January, 2022, do hereby ordain nominate and appoint MOSES DEOGRATIAS KIDUDUYE of Plot number 334/43, House number KJM-MWG 334, Bamaga, Kijitonyama, Kinondoni District, 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 number ME/022/2021-22/HQ/G/24 that is to say;

To act for the company and do any other thing or things incidental for Tender number ME/022/2021-22/HQ/G/24 of Supply, Installation, Commissioning And Maintenance Of Oxygen Generating Plants, Supply Systems And Accessories Lot 1 And Lot 5 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 HYPERMED HEALTHCARE LIMITED and delivered in the presence of us this 17th day of January 2022.

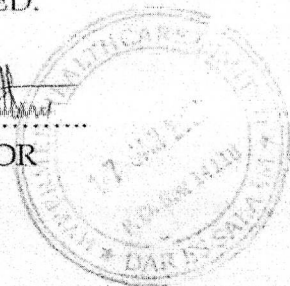
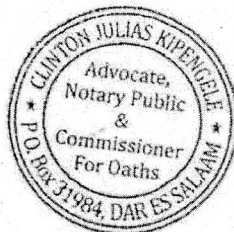
IN WITNESS whereof we have signed this deed on this 17th day of January 2022, at Dar es Salam for and on behalf of HYPERMED HEALTHCARE LIMITED.

SEALED and DELIVERED by the  
Common Seal of HYPERMED HEALTHCARE LIMITED  
This 17th day of January 2022

  
DONOR

BEFORE ME:

  
COMMISSIONER FOR OATHS



120



ACKNOWLEDGEMENT

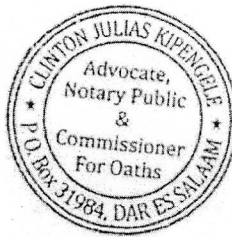
I, MOSES DEOGRATIAS KIDUDUYE doth hereby acknowledge and accept to be Attorney of the said HYPERMED HEALTHCARE LIMITED under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED and DELIVERED by the said  
MOSES DEOGRATIAS KIDUDUYE identified to me  
By ..... ADAM TUGA .....  
The latter known to me personally  
This 17<sup>th</sup> day of January 2022

[Signature]  
DONEE

BEFORE ME

[Signature]  
COMMISSIONER FOR OATHS



[Signature]