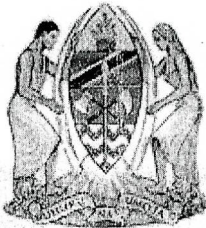


UNITED REPUBLIC OF TANZANIA



PRESIDENT'S OFFICE

REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

CONTRACT

FOR

**SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF
PORTABLE CYLINDERS SIJE J WITH FLOW METTERS LOT 4**

BETWEEN

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

AND

M/S TINDWA MEDICAL AND HEALTH SERVICES LIMITED

JUNE, 2022

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Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the 17th 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 Tindwa Medical and Health Services 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 Portable Cylinders size J with Flow Meters for Health Facilities in Tanzania and has accepted to the supply at a contract price of **Tanzania Shillings Three Billion, Twenty Three Million, Six Hundred and Four Thousand Only (TZS 3,023,604,000.00) VAT Exclusive** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (1) This form of contract;
 - (2) the Special Conditions of Contract;
 - (3) the General Condition of Contract;
 - (4) the Form of Tender and the Price Schedule submitted by the Tenderer;
 - (5) the Schedule of Requirement;
 - (6) the Technical Specifications
 - (7) Delivery Schedule
 - (8) Negotiation minutes.
 - (9) Notification of award;
 - (10) Letter of Acceptance;
 - (11) Power of Attorney; and
 - (12) Manufacturer's Authorization
3. In consideration of the payments of **Tanzania Shillings Three Billion, Twenty Three Million, Six Hundred and Four Thousand Only (TZS 3,023,604,000.00) VAT Exclusive** to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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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 Tindwa Medical & H. S. Ltd,
P. O. Box 31409,
DAR ES SALAAM

Signature
Name Lilian Kiwira
Title MEDICAL SUPPLIER MANAGER

IN THE PRESENCE OF:

Signature MueSando
Name VICTORIA WILGARD
Title HR & Administration Manager
Address P.O. Box 31409, Dar es Salaam



COMPANY SEAL

SECTION V: SPECIAL CONDITIONS OF CONTRAC

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Special Conditions of Contract

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

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

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9.	GCC 8.2	NOT USED.
10.	GCC 8.3	The time period shall be: twelve (12) weeks after commencement date of the contract
11.	GCC 10.1	Performance security shall be: ten (10) percent of the Contract Price
12.	GCC 10.4	Discharge of the Performance Security shall take place in accordance with GCC Sub-Clause 10.4.
13.	GCC 12.2	<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>In addition:</p> <p>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.</p> <p>b. Label for products should include</p> <ul style="list-style-type: none"> - Content per pack, Special storage requirements, batch number, date of manufacturer and date of expiry where applicable -The outer carton should also display the above information.
14.	GCC 13.1 & 13.3	<p>For Goods supplied from abroad:</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 Supplier shall notify the Purchaser a minimum of forty-eight</p>

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(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:

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

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		<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"> (i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp / seal; (ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as Permanent Secretary, PO - RALG, P. O. Box 1923, Dodoma and delivery through to final destination as distribution list stated in the Contract. (iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary, (iv) four copies of the packing list identifying contents of each package; (v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; (vi) one original of the Supplier's Certificate of Origin covering all items supplied' (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required) (viii) other procurement-specific documents required for delivery / payment purposes. <p>Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 9 (GCC 9) above.</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. Required
16.	GCC 16.1	Incidental services to be provided are: There are no special conditions of contract applicable to

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

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Liquidated Damages (GCC Clause 24)		
21.	GCC 24.1	<p>Applicable rate: 0.5 percent per week of undelivered goods value.</p> <p>Maximum deduction is equal to the performance security 10% of the contract price.</p>
Settlement of Disputes (GCC Clause 29)		
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>
Notices (GCC Clause 31)		
23.	GCC 31.1	<p>The Procuring Entity's address for notice purposes:</p> <p>Permanent Secretary PO - RALG, P. O. Box 1923 41185 Dodoma, TANZANIA. Telephone: +26 232 2848, +026 232 2420 Attention: Director of Procurement Management Unit</p> <p>The Supplier's address for notice purposes:</p> <p>Managing Director, M/s Tindwa Medical and Health Services Limited, P. O. Box 31409, DAR ES SALAAM.</p>

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SECTION IV: GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

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

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

- (k) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the United Republic of Tanzania in accordance with the Applicable Law.
- (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

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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.

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| 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 specific, in the SCC . Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language. |
| 4. Applicable Law | 4.1 | The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in the SCC . |
| 5. Country of Origin | 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 elaborated in the SCC. |
| | 5.2 | For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. |
| | 5.3 | The origin of Goods and Services is distinct from the nationality of the Supplier. |

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

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

8.3 If thirty (30) days, or such longer period **specified in the SCC**, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 8.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.

9. Patent Rights

9.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.

10. Performance Security

10.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount **specified in the SCC**.

10.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

10.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the format provided in the Tendering Documents or another format acceptable to the Purchaser; or

b) a cashier's or certified check.

10.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract,

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

10.5 Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Procuring Entity shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.

11. Inspections and 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.

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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

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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

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

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.

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

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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

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(d) the Services to be provided by the Supplier.

20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

21. Contract Amendments

21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

22. Assignment

22.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

23. Delays in the Supplier's Performance

23.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

23.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

23.3 Except as provided under GCC Clause 26, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon pursuant to GCC Clause 23.2 without the application of liquidated damages.

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24. **Liquidated Damages**

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

25. **Termination for Default**

25.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 23; or
- (b) if the Goods do not meet the Technical Specifications stated in the Contract; or
- (c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions; or
- (d) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

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

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body 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

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

26.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

26.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance 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

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(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

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

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

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in the SCC.

31.2 A notice shall be effective when delivered or on notice's effective date, whichever is later.

32. Taxes and Duties

32.1 A Supplier supplying Goods from abroad shall entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Unit Republic of Tanzania.

32.2 A Supplier supplying Goods offered locally shall entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods the Purchaser.

33 Suspension of Financing

33.1 In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made:

(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice.

(b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.

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1. Form of Tender

Date: 13TH JAN 2021

To

Permanent Secretary

Presidents' Office Regional Administration And Local Government, Government City

Mtumba, Tamisemi Street,

P.O. Box 1923,41185

Dodoma, Tanzania

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

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

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

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

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

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

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

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

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

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

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Name and address of agent Amount and currency Purpose of Commission Or recipient or gratuities
NONE

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

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

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

Dated this 13th day of January 2022.



[signature]

Lilian A. Kiwia, Medical supplies manager

[in the capacity of power of attorney]

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



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SCHEDULE OF REQUIREMENTS

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Procurement Reference Number: No. ME/022/2021/2022/HQ/G/24 LOT 4

LOT NO.	DESCRIPTION	QTY NO.
4	Supply, Installation, Commissioning and Maintenance of Portable Cylinders Size J with Flow Meters	5,361

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SPECIFICATIONS

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



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

Compliance to technical Specifications-Supply of Facility based cylinder. Size J

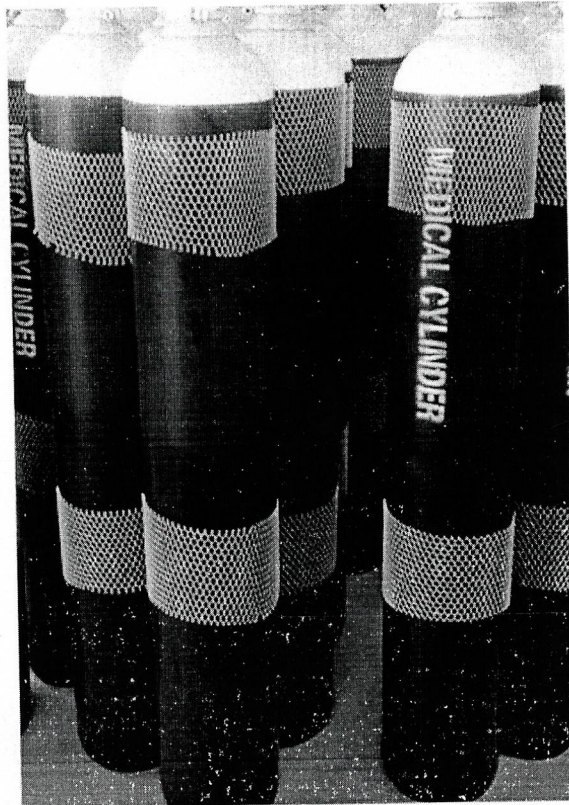
Sn	Description of Specifications	Compliance to specifications
1	<p>International Manufacturing Standard TPED and ISO 9809-1 High Pressure Cylinder Cylinder Material of Construction 34CrMo4 Steel Labeling Must be engraved (GOT) to identify Tanzania Government ownership. Base CONCAVE Tare Weight Approx 58 KG Water Capacity 50liter Working Pressure 150 BAR Outside diameter Approx. 230 MM Height Approx.1500 MM Painting/Color Coding - Shoulder WHITE Painting/Color Coding - Body Black Valve Outlet (Pi Stamp, TPED)-BS 341 Valve and compatible accessories. (Bullnose type) OTHER COMPONENTS British standard Pressure regulator and Valves accessories must be assembled on each Cylinders Mobility/Portability Refill and transportation of Medical grade Oxygen gas.</p>	<p>TMHS Declares to comply with the specified specification as per tender documents. Attached too is the brochure for the same.</p>

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OXYGEN CYLINDER SIZE J

FEATURES

- Water capacity: 50 liters
- Working pressure: 150 bar
- Tested pressure: 300 bar
- Tare weight approx: 58kg
- Paint: body black, shoulder white
- Valve outlet: Bullnose type BS 341 valve and compatible accessories
- Concave base
- 34CrMo4 Steel
- Pressure regulator
- Adjust spindle



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3. Price Schedule for Goods Offered from Abroad to be imported

Tender No MF/022/0221/2022/HQ/G/24

1	2	3	4	5	6		7	8	9	10
SN	Item code	Item Description	Unit pack	Currency	Unit prices		Total unit Price (DDP) to health Facility	Name of manufacturer	Country Of Origin	Lead time (weeks)
					(a) unit price FOB per or piece of loading	(b) Freight	[a-b]			
4	N/a	Supply of Facility based cylinders with flow Meters	4,320	TZS	462,000.00	198,000.00	660,000.00	JANGSU HEAVY INDUSTRY CO.LTD	CHINA	12 Weeks

Name Lilian A Kiwa


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

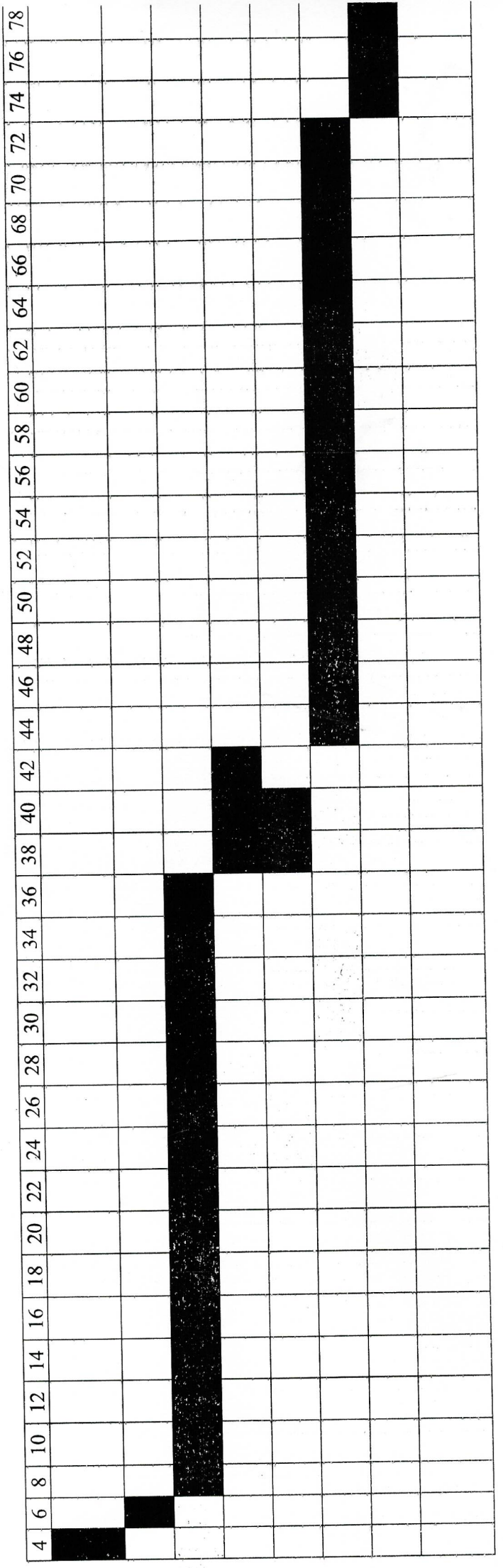


Flow Meter is being imported from Jiangsu Minsheng Heavy Industry CO.LTD who is a manufacturer based in China. The process of delivery takes a total of 90 days from the date as demonstrated in the table and gantt chart below.

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Gantt chart with flow meter delivery schedule

Activity	Time Needed
Visit	4 Days
Order	2 Days
Production	30 Days
Shipping	6 Days
Installation	4 Days
Commissioning	30 Days
Testing	8 Days
Final inspection and installation	10 Days
Total time required after order	90



DISTRIBUTION LIST

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DISTRIBUTION LIST FOR CYLINDER SIZE D NA CYLINDER SIZE J

MKOA	SN	HALMASHAURI	KITUO	CYLINDER SIZE D WITH FLOW METER	CYLINDER SIZE J WITH FLOW METER
Arusha	1	Arusha CC	Arusha CH	33	36
	2	Meru DC	Meru CH	5	23
	3	Monduli DC	Monduli CH	5	23
	4	Arusha DC	Arusha CH	5	23
	5	Longido DC	Longido CH	5	23
	6	Ngorongoro DC	Ngorongoro CH	5	23
	7	Karatu DC	Karatu CH	5	23
	8	Temeke MC	Kilwa Road Police	5	23
	9	Kinondoni MC	Mabwepande Hosp.	5	23
	10	Ilala CC	Ilala CC	5	23
Dar es Salaam	11	Ubungo MC	Ubungo MH	5	23
	12	Kigamboni MC	Kigamboni MH	5	23
	13	Kondoa TC	Kondoa CH	5	23
	14	Kondoa DC	Kondoa CH	5	23
	15	Dodoma CC	Dodoma CH	33	36
	16	Chemba DC	Chemba CH	5	23
	17	Mpwapwa DC	Mpwapwa CH	5	23
	18	Bahi DC	Bahi CH	5	23
	19	Chamwino DC	Chamwino CH	5	23
	20	Kongwa DC	Kongwa CH	5	23
Geita	21	Geita DC	Katoro Hosp	5	23
	22	Chato DC	Mnekezi Disp	5	23
	23	Geita TC	Geita CH	5	23
	24	Mbogwe DC	Mbogwe CH	5	23
	25	Bukombe DC	Bukombe CH	5	23
Iringa	27	Nyag`wale DC	Nya`wale CH	5	23
	28	Kilolo DC	Kilolo CH	5	23
	29	Iringa MC	Iringa DH	5	23
	30	Mafinga TC	Mafinga CH	5	23
	31	Mufindi DC	Mufindi CH	5	23
	32	Iringa DC	Iringa CH	5	23

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Kagera	33	Missenyi DC	Missenyi CH		5	23	
	34	Kyerva DC	Murongo HC		5	23	
	35	Bukoba MC	Bukoba MH		5	23	
	36	Karagwe DC	Karagwe CH		5	23	
	37	Bukoba DC	Bukoba CH		5	23	
	38	Biharamulo DC	Biharamuro CH		5	23	
	40	Muleba DC	Muleba CH		5	23	
	41	Ngara DC	Ngara CH		5	23	
	42	Mlele DC	Mlele CH		5	23	
Katavi	43	Mpanda MC	Sungamira Dis		5	23	
	44	Nsimbo DC	Nsimbo CH		5	23	
	46	Tanganika DC	Tanganika CH		5	23	
	47	Mpimbwe DC	Mpimbwe CH		5	23	
	48	Same DC	Same CH		5	23	
	49	Mwanga DC	Mwanga CH		5	23	
	50	Moshi DC	Moshi CH		5	23	
	51	Moshi MC	Moshi MH		5	23	
	53	Rombo DC	Rombo CH		5	23	
Kilimanjaro	54	Hai DC	Hai CH		5	23	
	55	Siha DC	Siha CH		5	23	
	56	Buhigwe DC	Buhigwe CH		5	23	
	57	Uvinza DC	Uvinza CH		5	23	
	58	Kigoma DC	Kigoma CH		5	23	
	59	Kigoma/Ujiji MC	Kigoma MH		5	23	
	60	Kasulu TC	Kasuli TH		5	23	
	61	Kibondo DC	Kibondo CH		5	23	
	62	Kasulu DC	Kasulu CH		5	23	
Kigoma	63	Kakonko DC	Kakonko CH		5	23	
	64	Ruangwa DC	Ruangwa CH		5	23	
	65	Liwale DC	Liwale CH		5	23	
	66	Nachingwea DC	Nachingwea CH		5	23	
	67	Mtama DC	Mtama CH		5	23	
	68	Lindi MC	Tandangongoro Disp		5	23	
	69	Kiwa DC	Kinyonga DH		5	23	
	Lindi						

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Manyara	70	Mbulu TC	Mbulu CH	5	23
	71	Mbulu DC	Mbulu CH	5	23
	72	Babati DC	Babati CH	5	23
	73	Babati TC	Babati TH	5	23
	74	Simanjiro DC	Simanjiro CH	5	23
	75	Kiteto DC	Kiteto CH	5	23
	76	Hanang DC	Hanang CH	5	23
	77	Tarime TC	Tarime CH	5	23
	78	Serengeti DC	Serengeti CH	5	23
	79	Tarime DC	Tarime CH	5	23
Mara	80	Butiama DC	Butiama CH	5	23
	81	Musoma MC	Musoma MH	5	23
	82	Bunda TC	Bunda TH	5	23
	83	Bunda DC	Bunda CH	5	23
	84	Rorya DC	Rorya DH	5	23
	85	Musoma DC	Musoma CH	5	23
	86	Mbarali DC	Mbarali CH	5	23
	87	Mbeya DC	Mbeya CH	5	23
	88	Rungwe DC	Tukuyu CH	5	23
	89	Mbeya CC	Mbeya CC	32	23
Mbeya	90	Busokelo DC	Busokelo DH	5	36
	91	Chunya DC	Chunya CH	5	23
	92	Kyela DC	Kyela CH	5	23
	93	Malinyi DC	Malinyi CH	5	23
	94	Ulanga DC	Ulanga CH	5	23
	95	Kilosa DC	Mikuni HC	5	23
	96	Ifakara TC	Ifakara TH	5	23
	97	Gairo DC	Gairo CH	5	23
	98	Kilombero DC/Mlimba DC	Kilombero CH	5	23
	99	Morogoro MC	Morogoro MH	5	23
Morogoro	100	Morogoro DC	Morogoro CH	5	23
	101	Mvomero DC	Mvomero CH	5	23
	102	Masasi DC	Mbuyuni CH	5	23

23

Mtwara	103	Masasi TC	Masasi TH	5	23
	104	Mtwara MC	Mtwara MH	5	23
	105	Mtwara DC	Nanguruwe CH	5	23
	106	Newala TC	Newala TH	5	23
	107	Tandahimba DC	Tandahimba CH	5	23
	108	Newala DC	Newala CH	5	23
	109	Nanyamba TC	Nanyamba TH	5	23
	110	Nanyumbu DC	Nanyumbu CH	5	23
	111	Buchosa DC	Buchosa CH	5	23
	112	Sengerema DC	Sengerema CH	5	23
Mwanza	113	Misungwi DC	Misungwi CH	5	23
	114	Kwimba DC	Kwimba CH	5	23
	115	Ilemela DC	Ilemela CH	5	23
	116	Mwanza CC	Mwanza CC	32	36
	117	Magu DC	Magu CH	5	23
	118	Kwimba DC	Mwamashimba HC	5	23
	120	Ukerewe DC	Bwisa CH	5	23
	121	Njombe DC	Njombe CH	5	23
	122	Ludewa DC	Ludewa CH	5	23
	123	Makambako TC	Makambako TC	5	23
Njombe	124	Njombe TC	Njombe TH	5	23
	125	Makete DC	Makete CH	5	23
	126	Wanging'ombe DC	Wanging'ombe DC	5	23
	127	Mafia DC	Mafia CH	5	23
	128	Chalinze DC	Chalinze DH	5	23
	129	Kibiti DC	Kibiti CH	5	23
	130	Kisarawe DC	Kisarawe CH	5	23
	131	Bagamoyo DC	Bagamoyo CH	5	23
	132	Kibaha TC	Kibaha CH	5	23
	133	Mkuranga DC	Mkuranga CH	5	23
Pwani	134	Kibaha DC	Kibaha CH	5	23
	135	Rufiji DC	Rufiji CH	5	23
	136	Sumbawanga DC	Sumbawanga CH	5	23
	137	Sumbawanga MC	Sumbawanga MH	5	23
Rukwa					

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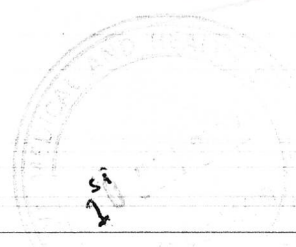
	138	Nkasi DC	Nkasi CH		5	23
	139	Kalambo DC	Kalambo CH		5	23
	140	Nyasa DC	Nyasa CH		5	23
	141	Madaba DC	Madaba DH		5	23
	142	Mbinga TC	Mbinga TH		5	23
	143	Songea DC	Songea CH		5	23
	144	Songea MC	Songea MH		5	23
	145	Mbinga DC	Kindimbachini HC		5	23
	146	Namtumbo DC	Magezini HC		5	23
	147	Tunduru DC	Tunduru CH		5	23
	148	Shinyanga DC	Shinyanga CH		5	23
	149	Shinyanga MC	Shinyanga MH		5	23
	150	Kishapu DC	Kishapu CH		5	23
	151	Kahama TH	Kahama TH		5	23
	152	Ushetu DC	Ushetu CH		5	23
	153	Msalala DC	Msalala CH		5	23
	154	Bariadi DC	Bariadi CH		5	23
	155	Bariadi TC	Bariadi TH		5	23
	156	Meatu DC	Meatu CH		5	23
	157	Itilima DC	Itilima CH		5	23
	158	Busega DC	Busega CH		5	23
	159	Maswa DC	Maswa CH		5	23
	160	Iramba DC	Iramba CH		5	23
	161	Mkalama DC	Mkalama CH		5	23
	162	Singida MC	Singida MH		5	23
	163	Ikungi DC	Ikungi CH		5	23
	164	Itigi DC	Rungwa HC		5	23
	165	Manyoni DC	Manyoni CH		5	23
	166	Singida DC	Singida CH		5	23
	167	Ileje DC	Ileje CH		5	23
	168	Songwe DC	Songwe CH		5	23
	169	Mbozi DC	Mbozi CH		5	23
	170	Tunduma TC	Tunduma CH		5	23
	171	Momba DC	Momba CH		5	23

22

Tabora	172	Sikonge DC	Sikonge CH	5	23
	174	Nzega DC	Nzega CH	5	23
	175	Nzega TC	Nzega TH	5	23
	176	Tabora MC	Tabora MH	5	23
	177	Igunga DC	Igunga CH	5	23
	178	Uyui DC	Uyui DH	5	23
	179	Urambo DC	Urambo CH	5	23
	180	Kaliua DC	Kaliua CH	5	23
	181	Bumbuli DC	Bumbuli CH	5	23
	182	Tanga CC	Tongoni HC	32	36
	183	Lushoto DC	Lushoto CH	5	23
	184	Korogwe TC	Korogwe TH	5	23
	185	Handeni TC	Handeni TH	5	23
	186	Mkinga DC	Mkinga DH	5	23
	187	Korogwe DC	Korogwe CH	5	23
	188	Muheza DC	Muheza DH	5	23
	189	Kilindi DC	Kilindi CH	5	23
	190	Handeni DC	Handeni CH	5	23
	191	Pangani DC	Pangani CH	5	23
		Jumla		1062	4320

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	Facility	Portable cylinder with flow meter(size D)	Facility Cylinder with flowmeter(size J)
1	BAHI Health Center		3
2	BEREKO Health Center		3
3	BITALE Health Center		3
4	BUGARAMA Health Center		3
5	BUGURUNI Health Center		3
6	BUHINGU Health Center		3
7	BUKENE Health Center	2	3
8	BUKUNDI Health Center		3
9	BULUNGWA Health Center		3
0	BUNAZI Health Center		3
1	BUNDA Health Center		3
2	BUNJU Health Center		3
3	BUSI RHC Health Center		3
4	BUSONDO Health Center		3
5	BUZA Health Center		3
6	BUZURUGA Health Center		3
7	BWANGA Health Center		3
8	BYUNA Health Center		3
9	CHALANGWA Health Center		3
0	CHAMWINO Health Center		3
1	CHANIKA Health Center		3
2	CHAZI Health Center		3
3	CHELA Health Center		3
4	CHIHANGU Health Center		3
5	CHIPANGA Health Center		3
6	CHIWALE Health Center		3
7	DARAJA II Health Center		3
8	DAUDI Health Center		3
9	DINYECHA Health Center		3
0	DONGOBESH Health Center		3
1	DUGA Health Center		3
2	DUTHUMI Health Center		3
3	ENDABASH Health Center		3
4	GAIRO Health Center		3
5	GWANUMPU Health Center		3
6	HAMAI Health Center		3
7	HOMBOLO Health Center		3
8	IBABA Health Center		3
9	IBOYA Health Center		3
0	IDODI Health Center		3
1	IFWAGI Health Center		3
2	IGALUKILO Health Center		3
3	IGOMA Health Center		3
4	IGURUBI Health Center		3
5	IHALULA Health Center		3
6	IHONGOLE Health Center		3
7	IKINDILO Health Center		3
8	IKIZU Health Center		3
9	IKUTI Health Center		3
0	IKWIRIRI Health Center		3
1	ILAGALA Health Center		3
2	ILEMBO Health Center		3
3	ILEMBO Health Center		3



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54	INYALA Health Center		3
55	INYONGA B Health Center		3
56	IPELELE Health Center		3
57	IPINDA Health Center		3
58	IRAMBA Health Center		3
59	ISANSA Health Center		3
60	Iyula Health Center		3
61	Kabila Health Center		3
62	Kabuku Health Center		3
63	Kachwamba Health Center		3
64	Kagunga Health Center		3
65	Kagunguli Health Center		3
66	Kahangara Health Center		3
67	Kaigara Health Center		3
68	Kakobe Health Center		3
69	Kakonko Health Center		3
70	Kaloleni Health Center		3
71	Kalya Health Center	2	3
72	Kambarage Health Center Health Center		3
73	Kambi ya Simba Health Center		3
74	Kamsamba Health Center	2	3
75	Kangagai Health Center		3
76	Kanoge Health Center		3
77	Karatu Health Center		3
78	Karema Health Center	2	3
79	Karume Health Center		3
80	Karume Health Center		3
81	Kasamwa RHC Health Center		3
82	Kasanga Health Center		3
83	Katoro Health Center		3
84	Katoro Health Center		3
85	Katumba Azimio Health Center		3
86	Katumba Health Center		3
87	Katunguru Health Center		3
88	Kayanga Health Center		3
89	Kerege Health Center		3
90	KHARUMWA Health Center		3
91	KIAGATA Health Center		3
92	KIBAIGWA Health Center		3
93	KIBAKWE Health Center		3
94	KIBAONI Health Center		3
95	KIBATI Health Center		3
96	KIBITI Health Center		3
97	KIBUTUKA Health Center		3
98	KIDABAGA Health Center		3
99	KIDODI Health Center		3
100	KIFULA Health Center		3
101	KIFURA Health Center		3
102	KIGAMBONI Health Center		3
103	KIGANAMO Health Center		3
104	KIGOGO Health Center		3
105	KIGONIGONI Health Center	2	3
106	KIGONSERA Health Center		3
107	KIGWE Health Center		3
108	KIKOMBO Health Center		3

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09	KILAMBO Health Center		3
10	KILANGALA Health Center		3
111	KILIMARONDO Health Center		3
112	KILOMBERO Health Center		3
113	KIMAMBA Health Center		3
114	KIMARA Health Center		3
115	KIMBIJI Health Center		3
116	KIMEYA Health Center		3
117	KIMWANYA Health Center		3
118	KINENG'ENE Health Center		3
119	KINESI Health Center		3
120	KINTINKU Health Center		3
121	KINYAMBULI Health Center		3
122	KIRANDO Health Center		3
123	KISANGARA Health Center		3
124	KISHANJE Health Center		3
125	KISORYA Health Center		3
126	KITANGARI Health Center		3
127	KITERE Health Center		3
128	KITOMANGA Health Center		3
129	KITUNDA Health Center		3
130	KOME Health Center		3
131	KOROMIJE Health Center		3
132	KWAI Health Center		3
133	KWAMTORO Health Center		3
134	LAELA Health Center		3
135	LALAGO Health Center		3
136	LEVOLOSI Health Center		3
137	LIKOMBE Health Center		3
138	LONGIDO Health Center		3
139	Lubanda Health Center		3
140	LUGEYE Health Center		3
141	LUGOBA Health Center		3
142	Luilo Health Center		3
143	LUNGUYA Health Center		3
144	LUPASO Health Center	2	3
145	LUPATINGATINGA Health Center		3
146	LUPEMBE Health Center		3
147	LUPILA Health Center		3
148	LUPIRO Health Center		3
149	LUSEWA Health Center		3
150	LUSU Health Center		3
151	MABAMBA Health Center		3
152	MADABA Health Center		3
153	MADIBIRA Health Center		3
154	Magoma Health Center		3
155	Magoto Health Center		3
156	Magoye Health Center		3
157	Magubike Health Center		3
158	Magugu Health Center		3
159	Mahurunga Health Center		3
160	Mahuta Health Center		3
161	Majengo Health Center		3
162	Majengo Health Center		3
163	Majengo Health Center		3

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4	MAJI MATITU Health Center		3
5	Majigambo Health Center		3
66	Makambako Health Center		3
7	Makanya Health Centre Health Center	2	3
8	Makiba Health Center		3
69	Makoga Health Center		3
70	Makoko Health Center		3
1	Makole Health Center		3
72	Makonde Health Center		3
73	Makongoro Health Center		3
4	Makorongo Health Center		3
5	Makorora Health Center		3
76	Makurumla Health Center		3
7	MAKUYUNI Health Center		3
8	Malambo Health Center		3
79	Malampaka Health Center		3
80	Malangali Health Center		3
1	Malunga Health Center		3
82	Malya Health Center		3
83	Mamba Health Center		3
4	Manda Health Center		3
5	Mandawa Health Center		3
86	Maneromango Health Center		3
7	MANG'ULA Health Center	2	3
8	Mapera Health Center		3
89	Mapogoro Health Center		3
90	Maramba Health Center		3
1	Masaki Health Center		3
92	Masoko Health Center		3
93	Masukulu Health Center		3
4	Masumbwe Health Center		3
5	Matai Health Center		3
96	Matamba Health Center		3
7	Mauno Health Center		3
8	Mazwi Health Center		3
99	Mbagala Rangi Tatu Health Center		3
0	Mbagala Round Table Health Center		3
1	Mbambabay Health Center		3
02	Mbarika Health Center		3
03	Mbekenyera Health Center		3
4	Mbonde Health Center		3
05	Mererani/Mbuguni Health Center		3
06	Mbuyuni Health Center		3
7	Mchoteka Health Center		3
3	Meiela Health Center		3
09	Mgeta Health Center		3
0	Michiga Health Center		3
1	Mikumi Health Center		3
12	Milepa Health Center		3
3	Misasi Health Center		3
4	Mishamo Health Center		3
15	Mkamba Health Center		3
16	Mkamba Health Center		3
7	Mkata Health Center		3
18	Mkili Health Center		3

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	Mkinga Health Center		3
20	Mkonze Health Center		3
	Mkulwe Health Center		3
	Mkumbara Health Center		3
23	Mkuzi Health Center		3
24	Mlalo Health Center		3
25	Mlandizi Health Center		3
26	Mlangali Health Center		3
27	Mletele Health Center		3
28	Mlimba Health Center		3
29	Mloka Health Center		3
30	Mloia Health Center		3
31	Mlowa Health Center		3
32	Mnazi Health Center		3
33	Mnazi Mmoja Health Center		3
34	Mnazi Mmoja Health Center		3
35	Mohoro Health Center		3
36	Mombo Health Center		3
37	Momella Health Center		3
38	Mrijo Health Center		3
39	Msata Health Center		3
40	Mtakanini Health Center		3
41	Mtambaswala Health Center		3
42	Mtande Health Center		3
43	Mtandika Health Center		3
44	Mtanila Health Center		3
45	Mtimbira Health Center		3
46	Mto wa Mbu Health Center		3
47	Mto wa Mbu RC Health Center		3
48	Mtowisa Health Center		3
49	Muganza Health Center		3
250	Mugeta Health Center		3
51	Muhukuru Health Center		3
52	Mudemu Health Center		3
253	Murangi Health Center		3
54	Muriba Health Center		3
55	Muriet Health Center		3
256	Muriti Health Center		3
57	Murongo Health Center		3
58	Murusagamba Health Center		3
259	Mutuka Health Center		3
260	Muyama Health Center		3
261	Muyovozi Health Center		3
262	Mwabayanda Health Center		3
263	Mwaisela Health Center		3
264	Mwakaleli Health Center		3
265	Mwamgongo Health Center		3
266	Mwandoya Health Center		3
267	Mwangika Health Center		3
268	Mwasayi Health Center		3
269	Mwaya Health Center		3
270	Mwendakulima Health Center		3
271	Mwera Health Center		3
272	Mwese Health Center		3
273	Mwika Health Center		3

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4	Mwimbi Health Center	3
75	Mzenga Health Center	3
76	Nainokanoka Health Center	3
7	Naipanga Health Center	3
8	Nakapanya Health Center	3
79	Namikupa Health Center	3
0	Namtumbo Health Center	3
1	Nandagala Health Center	3
82	Nanyumbu Health Center	3
73	Nassa Health center Health Center	3
4	Natta Health Center	2
85	Nduruma Health Center	2
86	Ngaya Health Center	2
7	Ngulyati Health Center	2
8	Ngumo Health Center	2
89	Nguruka Health Center	2
0	Nindo Health Center	2
1	Nkoma Health Center	2
92	Nkomolo Health Center	2
73	Nkowe Health Center	2
4	Nkwenda Health Center	2
95	Nyakahura Health Center	2
96	Nyakanazi Health Center	2
7	Nyakarilo Health Center	2
98	Nyakitonto Health Center	2
99	Nyamidaho Health Center	2
0	Nyangoto Health Center	2
1	Nyanzige Health Center	2
02	Nyarugusu Health Center	2
13	Nyasho Health Center	2
4	NYASUBI Health Center	2
05	Nyehunge Health Center	2
06	Nzihi Health Center	2
7	Nzovwe Health Center	2
08	Orkesumet Health Center	3
09	Osinoni Health Center	3
0	PALANGAWANU Health Center	3
1	Pande Health Center	3
12	Pasua Health Center	3
3	Pongwe Health Center	3
4	Prince Saudi Health Center	3
15	Pugu Kajiungeni Health Center	3
6	Pwaga Health Center	3
7	Rukaragata Health Center	3
18	Rusesa Health Center	3
19	Said Said Kalembo Health Center	3
20	Salaaman Health Center	3
21	Salawe Health Center	3
22	Samuye Health Center	3
23	Sangabuye Health Center	3
24	Sengerema Health Center	3
25	Simbo Health Center	3
26	Sinza Health Center	3
27	Sirari Health Center	3
28	Sokoine Health Center	3

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9	Somanga Health Center		3
30	Songe Health Center		3
31	Songwa Health Center		3
2	SUNYA Health Center		3
3	TAMOTA Health Center		3
34	TAWA Health Center		3
5	TINDE Health Center		3
6	TINGI Health Center		3
37	TUNDUMA Health Center		3
38	UGOGONI Health Center		3
9	UJJI Health Center		3
40	UKUNE Health Center		3
41	ULYANKULU Health Center		3
2	UPUGE Health Center		3
3	URUKYASENI Health Center		3
44	USA RIVER Health Center		3
5	USEVYA Health Center		3
6	USHETU Health Center		3
47	USHIROMBO Health Center		3
8	USSOKE Health Center		3
9	UTEGI Health Center		3
50	UTENGULE USANGU Health Center		3
51	UVINZA Health Center		3
2	UYOVU Health Center		2
3	WAMPEMBE Health Center	2	2
54	WANGING'OMBE Health Center	1	2
5	YOMBO VITUKA Health Center		2
6	ZAMZAM Health Center		2
57	ZOGOLO Health Center		2
	Jumla	19	1041

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RECORD OF NEGOTIATIONS

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

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

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

Method of Procurement: INTERNATIONAL RESTRICTED TENDERING



Date of Negotiation: 1st June, 2022

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

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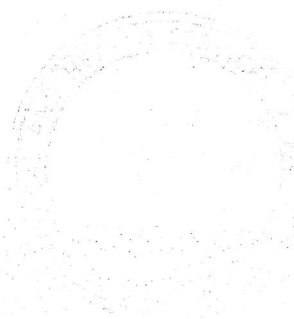
Meters	increase of potable cylinders size J with flow meters from 4,320 to 5,361 After discussion the Supplier M/s Tindwa Medical and Health Services Limited agreed the offer of addition portable Cylinders both side D and J to distribute them as per additional distribution list attached
5. Confirmation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

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

For the Procuring Entity	For the Tenderer/Consultant
Signature: 	Signature: 
Name: SULEHAN LUKANGA	Name: VICTORIA WILBARD
Position: CHAIRMAN	Position: HR & ADMINISTRATION MANAGER
Date: 01/06/2022	Date: 1 st JUNE, 2022

Document attached:
Minutes of the Negotiation meeting

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RECORD OF NEGOTIATIONS

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

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

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

Method of Procurement: **INTERNATIONAL RESTRICTED TENDERING**

Date of Negotiation: **11th May, 2022.**

PART 1: RECORD OF NEGOTIATIONS	
ISSUE	AGREEMENT (WITH FULL DETAILS)
<p>To reduce prices as per requirement of Regulation 225 (1) (g) of Government Notice No. 446 of 2013 as amended on 2016. The price quoted by the bidder is very high, the aim is to reduce the price according to the market prices in order to achieve value for money.</p>	<p>To reduce prices as per requirement of Regulation 225 (1) (g) of Government Notice No. 446 of 2013 as amended on 2016. The price quoted by the bidder is very high, the aim is to reduce the price according to the market prices in order to achieve value for money. Negotiation was done for all five lots as follows:</p> <p>LOT No. 1: for supply, install, commissioning and maintenance of oxygen generating plants – the supplier quoted TZS 3,216,000,000.00 for the supply, install, commissioning and maintenance of oxygen generating plants, the number of units is six (6). This is equal to TZS 536,000,000.00 for a single unit.</p> <ul style="list-style-type: none"> - The negotiation team proposed the price to be reduced up to TZS 400,000,000.00 per unit equal to TZS 2,400,000,000.00 for the whole lot. - The supplier agreed to reduce the price of each unit up to TZS 531,000,000.00 equal to TZS 3,186,000,000.00 for the whole lot. - The negotiation team explained to the supplier that the prices quoted and even the price reduction proposed by the supplier is still too high and does not reflect to achieve value for money. The supplier insisted that the price given is below market price and they cannot reduce price more and be able to execute

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

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

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

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

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

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

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bank statements to be confirmed.	statements were checked and confirmed to be correct as per tender documents.
The sources of income by the supplier to be confirmed in order to understand the ability of the supplier to perform the assignment.	Confirmation of the sources of income by the supplier as follows: <ul style="list-style-type: none"> - Income from provision of Emergency Medical Services, - Medical supplies and distribution of medicine and consumables, - Provision of hazardous waste management, - Provision of polyclinics services, and - Clinic on sites services
To confirm the submitted Tax Clearance to ensure the supplier is paying government revenues.	Tax Clearance was check and verified to be valid
To confirm the submitted Business License to ensure the supplier is complying the legal requirements.	Business License were checked and verified that it is complying the legal requirements
To confirm the submitted TMDA certificate to ensure the supplier is complying the legal requirements.	TMDA certificate were checked and verified that it is complying the legal requirements
To confirm the submitted Manufacturer's Authorization to ensure the supplier is complying the legal requirements.	Manufacturer's Authorization were checked and verified that it is complying the legal requirements
To confirm the submitted Power of Attorney to ensure the supplier's representative is legally operating.	Power of Attorney were checked and verified that it is complying the legal requirements
To confirm the submitted ISO, CE and GMP certificates by the supplier are valid and acceptable.	ISO, CE and GMP certificates were checked and verified and were found valid and acceptable.
To confirm the list of key personnel submitted by the supplier to ensure after delivery service and maintenance.	The list of key personnel submitted by the supplier were checked and verified.
To confirm the experience of the supplier by going through past contracts of the same nature.	To confirm the experience of the supplier by going through past contracts of the same nature.



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	<ul style="list-style-type: none"> - The supplier agreed to reduce the price of each unit up to TZS 450,000.00 equal to TZS 477,900,000.00 for the whole lot. - For lot No. 3, the two parties AGREED on the price reduction. <p>LOT No. 4 for supply of potable cylinders size J with flow meters - the supplier quoted TZS 2,851,200,000.00 for the supply of 4,320 units of wall mounted flow meters. This is equal to TZS 660,000.00 for single unit.</p> <ul style="list-style-type: none"> - The negotiation team proposed the price to be reduced up to TZS 594,000.00 per unit equal to TZS 2,566,080,000.00 for the whole lot. - The supplier agreed to reduce the price of each unit up to TZS 594,000.00 equal to TZS 2,566,080,000.00 for the whole lot. - For lot No. 4, the two parties AGREED on the price reduction. <p>LOT No. 5 for supply of wall mounted flow meters – the supplier quoted TZS 3,013,120,000.00 for the supply of 8,560 units of wall mounted flow meters. This is equal to TZS 352,000.00 for single unit.</p> <ul style="list-style-type: none"> - The negotiation team proposed the price to be reduced up to TZS 150,000.00 per unit equal to TZS 1,284,000,000.00 for the whole lot. - The supplier agreed to reduce the price of each unit up to TZS 299,200.00 equal to TZS 2,561,152,000.00 for the whole lot. - The negotiation team explained to the supplier that the prices quoted and even the price reduction proposed by the supplier is still too high and does not reflect to achieve value for money. The supplier insisted that the price given is below market price and they cannot reduce price more and be able to execute work well as per specified scope of work that is importation, delivery, installations, trainings, service and maintenance for 5 years.
<p>The audited financial statement and</p>	<ul style="list-style-type: none"> - For lot No. 5 there was NO AGREEMENT between the two parties. <p>The audited financial statement and bank</p>

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

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

For the Procuring Entity	For the Tenderer/Consultant
Signature: 	Signature: 
Name: Dr. Paul Chavite	Name: LILIAN ARTHUR KIWIA
Position: Chairman	Position: MEDICAL SUPPLIES MANAGER
Date: 12 / 05 / 2022	Date: 12 th May 2022



h.v

THE UNITED REPUBLIC OF TANZANIA

PRESIDENT'S OFFICE
REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

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



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

In reply please quote:

Ref. No. AD.296/303/01/410

02nd June, 2022

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

RE: **NOTIFICATION OF AWARD OF CONTRACT FOR TENDER No. ME/022/2021/2022/HQ/G/24 (LOT 4) – SUPPLY, INSTALLATION, COMMISSIONING OF PORTABLE CYLINDERS SIZE J WITH FLOW METERS.**

Reference is made to the above captioned subject.

- This is to notify you that, your tender dated 17th January, 2022 for execution of the Contract for tender No. ME/022/2021/2022/HQ/G/24 (Lot 4) – Supply, Installation, Commissioning and Maintenance of Portable Cylinders Size J with Flow Meters is accepted at the contract amount of **Tanzania Shillings Three Billion, Twenty Three Million, Six Hundred and Four Thousand only (TZS 3,023,604,000.00)** VAT Exclusive as corrected and modified in accordance with the instructions to Tenderers is hereby accepted.
- 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

A handwritten signature in black ink, appearing to read 'Riziki S. Shemdoe'.

Prof. Riziki S. Shemdoe
PERMANENT SECRETARY

CC: Chief Executive Officer,
Public Procurement Regulatory Authority,
P. O. Box 2865,
DODOMA.

h. k

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

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

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

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

h. K



Jiandae kuhesabiwa Siku ya Jumanne tarehe 23 Agosti, 2022



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

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

REF: TMHS/OUT/DAR/2022/047

Ref. No. AD.296/303/01/410

TAMISEMI
Government City -Mtumba
P. O. Box 1923,
Dodoma,
Tanzania.
Tel: +255 26 2321607; Fax: +255 26 2322116;
E-mail: ps@tamisemi.go.tz

3rd June 2022.

Dear Sir/Madam,

REF: ACCEPTANCE FOR AWARD OF CONTRACT FOR TENDER No.
ME/022/2021/2022/HQ/G/24 (LOT 4) -- SUPPLY, INSTALLATION, COMMISSIONING OF
PORTABLE CYLINDERS SIZE J WITH FLOW METERS.

Refer to the heading above.

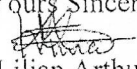
We do hereby accept an award of contract for tender No. ME/022/2021/2022/HQ/G/24 (Lot 4) – Supply, Installation, Commissioning and Maintenance of Portable Cylinders size J with Flow Meters with a contract amount of **Tanzania Shillings Three Billion, Twenty Three Million, Six Hundred and Four Thousand only (TZS 3,023,604,000.00) VAT Exclusive.**

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

Looking forward to serve.



Yours Sincerely


Lilian Arthur Kiwia
Medical Supplies Manager

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



JIANGSU MINSHENG HEAVY INDUSTRY CO. LTD.

Manufacturer's Authorization Letter

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

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

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

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

Jiangsu Minsheng Heavy Industry Co.,Ltd.

11/23/2021

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

THE NATIONAL BOARD
OF
BOILER & PRESSURE VESSEL INSPECTORS

*Certificate of Authorization
to Register*



This is to certify that

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

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

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

ASME Designator(s): U

Issue Date: January 21, 2020

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

Executive Director

A handwritten signature in black ink, appearing to read 'John Christ', written over a faint line.



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POWER OF ATTORNEY

TO ALL IT MAY CONCERN

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

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

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

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

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


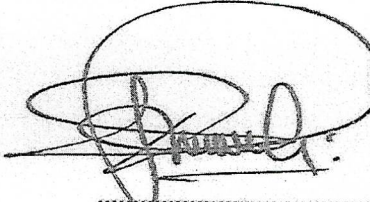
IN WITNESS whereof we have signed this deed on this 13th day of January, 2022 at Dar es Salaam for and on behalf of Tindwa Medical and Health Services

SEALED and DELIVERED by the
Dr. Chakou Halfani
Common Seal of Tindwa Medical and Health Services
This 13th day of January, 2022



.....
DONOR

BEFORE ME:



.....
COMMISSIONER FOR OATH

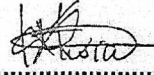
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ACKNOWLEDGEMENT

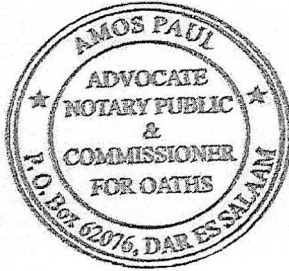
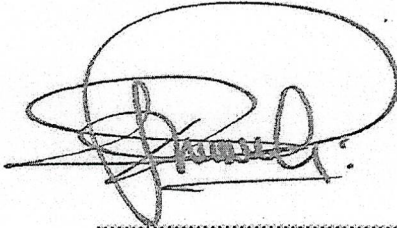
I Lilian Kiwia doth hereby acknowledge and accept to be Attorney of the said Tindwa Medical and Health Services under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

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



.....
DONEE

BEFORE ME



.....
COMMISSIONER FOR OATH

h. k

