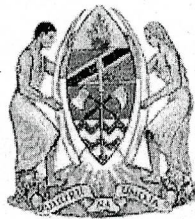


UNITED REPUBLIC OF TANZANIA



PRESIDENT'S OFFICE

REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

CONTRACT

FOR

**SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF ICUs FOR
HEALTH FACILITIES IN TANZANIA MAINLAND**

BETWEEN

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

AND

M/S BAHARI PHARMACY LIMITED

JUNE 2022

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the 24th 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 "Purchaser") and, on the other hand, **M/s Bahari Pharmacy Limited, P. O. Box 40591, Dar Es Salaam.** (" hereinafter called "the Supplier") of other part.

WHEREAS the Purchaser invited Supplier in this contract for Supply, Installation, Commissioning and Maintenance of ICUs for Health Facilities in Tanzania Mainland and has accepted to the supply at a contract price of **Tanzania Shillings Ten Billion, Seven Hundred Twenty Four Million, Six Hundred Thirty Five Thousand, One Hundred Fifty Two Only (TZS 10,724,635,152.00)** 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;
3. In consideration of the payments of **Tanzania Shillings Ten Billion, Seven Hundred Twenty Four Million, Six Hundred Thirty Five Thousand, One Hundred Fifty Two Only (TZS 10,724,635,152.00)** VAT Exclusive to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser

to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser 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 PURCHASER

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 P.O. Box 1923 DODOMA



SIGNATURE

FOR THE SUPPLIER:

SIGNED AND DELIVERED BY

Managing Director,
M/S Bahari Pharmacy Limited,
P. O. Box 40591,
DAR ES SALAAM

Signature 

Name RICHARD OLOTU

Title MANAGER - INSTITUTIONAL BUSINESS

IN THE PRESENCE OF:

Signature 

Name EDSON DITO GAMBA

Title REPRESENTATIVE

Address P.O. Box 40591

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 19th September, 2022 |
| | GCC 1.1 (d) | Commencement date shall be 20th 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 Bahari Pharmacy Limited, 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 | Countries of Origin are: CHINA, PAKISTAN, GERMAN, AND SOUTH KOREA |
| 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 by way of Unconditional Bank Guarantee |
| 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>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>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><i>For Goods supplied from abroad:</i></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> |

(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.

For Goods from within the United Republic of Tanzania is

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| | | <p>NOT APPLICABLE.</p> <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 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 | <p>The period for the replacement of defective goods is: 90 days</p> <p>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</p> |
| Payment (GCC Clause 18) | | |
| 19. | GCC 18.1 & 18.4 | <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment for Goods and Services supplied from within the abroad shall be made in Contract currency as follows:</p> <ol style="list-style-type: none"> i) Fifty percent (50%) of the contract price shall be paid to the supplier as Advance Payment upon 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: <ul style="list-style-type: none"> - Delivering of medical equipment to the final destination, - Installation and commissioning of the medical equipment, - Provision of training to end user, and |

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| | | <ul style="list-style-type: none"> - Submission of letter of completion, signed and stamped with responsible person, delivery note from each respective delivery point (destination) and commercial invoices <p>Payment for Goods and Services supplied from within the United Republic of Tanzania is NOT APPLICABLE.</p> |
| | Prices (GCC Clause 19) | |
| 20. | GCC 19.1 | There are no special conditions of contract applicable to GCC 19.1 |
| | 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> <ul style="list-style-type: none"> a. <i>Contracts with foreign supplier: NOT APPLICABLE</i> b. <i>Contracts with supplier national of the United Republic of Tanzania:</i> 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 arbitration in accordance with the Laws of Tanzania <ul style="list-style-type: none"> - The Arbitration Institution will be the Tanzania Institute of Arbitration (TIA), and the place of Arbitration will be Dar Es Salaam - Tanzania; |
| | Notices (GCC Clause 31) | |
| 23. | GCC 31.1 | <p>The Procuring Entity's address for notice purposes: Permanent Secretary PO - RALG, P. O. Box 1923 41185 Dodoma, TANZANIA. Telephone: +26 232 2848, +026 232 2420 Attention: Director of Procurement Management Unit</p> |

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| | | <p>The Supplier's address for notice purposes:</p> <p>Managing Director, M/s Bahari Pharmacy Limited, P. O. Box 40591, 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 were mined, grown, or produced or from

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

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

under the Contract.

(r) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(s) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as named in the SCC.

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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. |

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

relevant authority in the United Republic of Tanzania that the Goods have been registered for use in the United Republic of Tanzania.

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

9. Patent Rights

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

10. Performance Security

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

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

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

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

b) a cashier's or certified check.

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

otherwise in the SCC.

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

11. Inspections and Tests

- 11.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.

- (a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.
- (b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
- (c) Upon receipt of the Goods at place of Final Destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure at they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.

- 11.2 Where the Supplier contests the validity of the rejection

by the Purchaser or his representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

- 11.3 Nothing in GCC Clause 11 shall in any way release the supplier from any warranty or other obligations under this Contract.

12. Packing

- 12.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC or Technical Specifications**, and in any subsequent instructions ordered by the Purchaser.

13. Delivery and Documents

- 13.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in the SCC**.
- 13.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "DAP," "CIP," and other trade terms used to describe the obligations of the parties shall have the

meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

- 13.3 Documents to be submitted by the Supplier are specified in the SCC. *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

14. Insurance

- 14.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
- 14.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

15. Transportation

- 15.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 15.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 15.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the

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

- 15.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the United Republic of Tanzania, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

16. Incidental Services

- 16.1 The Supplier shall provide such incidental services, if any, as are specified in the SCC.
- 16.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

17. Warranty

- 17.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.

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

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

18. Payment

- 18.1 The method and conditions of payment to be made to

the Supplier under this Contract shall be **specified in the SCC**.

18.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.

18.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

18.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in the SCC** subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.

18.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 18.4.

19. Prices

19.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments **authorized in the SCC** or in the Purchaser's request for tender validity extension, as the case may be.

20. Change Orders

20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:

- (a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

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

24. Liquidated Damages

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

25. Termination for Default

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

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

For the purpose of this clause:

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

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

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

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

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

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

- (e) if the Supplier fails to perform any other obligations) under the Contract.

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

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

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

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

26.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**27. Termination for
Insolvency**

27.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

**28. Termination for
Convenience**

28.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

28.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at

the Contract terms and prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

29. Settlement of Disputes

29.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

29.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

29.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

29.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

29.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 9,

- (a) the Supplier shall not be liable to the Purchaser,

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

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

31. Notices

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

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

32. Taxes and Duties

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

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

33 Suspension of Financing

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

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

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

SCHEDULE OF REQUIREMENTS

Procurement Reference Number: No. ME/022/2021/2022/HQ/G/22 LOT 1

Suppliers are allowed to quote for one or two or all three lots. Supplier are also expected to honor the price submitted throughout the duration of the contract.

| SCHEDULE OF REQUIREMENTS | | | |
|--------------------------|---|------|--------------------|
| Lot | Product | UoM | Estimated Quantity |
| 1 | Supply, Install, Commission and Maintain ICUs for Health Facilities | Unit | 28 |

FORM OF TENDER

Date: 17 April, 2022

To: President's Office,
Regional Administration and Local Government

Gentlemen and/or Ladies:

Having examined the Tendering Documents including Addenda Nos: ME/022/2021/2022/HQ/G/22 LOT I the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **Supplying, Installing, Commissioning and Maintenance of Medical Equipment for Intensive Care Units (ICUs), Emergency Medical Departments (EMDs) and Digital X - Rays (Double Detectors) for Health Facilities in Tanzania Mainland LOT I** in conformity with the said Tendering Documents for the sum of TZS 9,958,589,784.00 (Nine Billion Nine Hundred Fifty Eight Million Five Hundred Eighty Nine Thousand Seven Hundred Eighty Four Tanzania 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 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 agree to abide by this Tender for the Tender Validity Period specified in the Tender Data Sheet, 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:-

| <u>Name and address of agent</u> Or recipient | <u>Amount and currency</u> | <u>Purpose of Commission</u> <u>or gratuities</u> |
|--|----------------------------|--|
|None..... (if none state "none") |None..... |None..... |


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

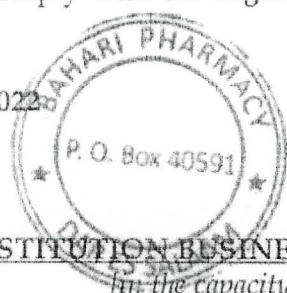
We understand that you are not bound to accept the lowest or any Tender you may receive.

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

Dated this 19th day of April, 2022

RICHARD OLOTU


[signature]


INSTITUTION BUSINESS MANAGER
[in the capacity of]

Duly authorized to sign Tender for and on behalf of BAHARI PHARMACY LIMITED

BAHARI PHARMACY LTD.

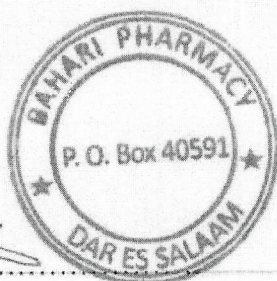
Kipata /Nyamwezi street- Gerezani

P.O BOX 40591 DAR ES SALAAM

TEL: +255-22-2183178 Mobile 0773 264153 FAX: +255-22-21182859

E-mail: ck@baharipharma.com

We BAHARI PHARMACY LIMITED Comply to your stated Terms and condition that, Completion date for supply of the Goods will be **within 12** weeks from the date of contract signing. As per Tender Data Sheet (TDS) Clause 2, Instruction to Tender ITT Clause 1.2 Tender Number: No. ME/022/2021/2022/HQ/G/22 Based on Distribution List in schedule of Requirement provided on tender document



Signed:

A handwritten signature in blue ink, appearing to read "Richard Olotu".

In the capacity of: Institutional Business Manager

Name: Richard Olotu

Duly authorized to sign the tender for and on behalf of: **Bahari Pharmacy Limited**

Dated on 14th day of April ,2022

A handwritten signature in blue ink, located in the bottom right corner of the page.

ICU EQUIPMENT DISTRIBUTION LIST

| MKOA | HALMASHAURI | KITUO | ICU |
|--------------|--------------------|------------------|------------|
| Arusha | Longido DC | Longido CH | 1 |
| Dodoma | Mpwapwa DC | Mpwapwa CH | 1 |
| Geita | Geita DC | Katoro Hosp | 1 |
| Iringa | Kilolo DC | Kilolo CH | 1 |
| Kagera | Karagwe DC | Karagwe CH | 1 |
| Katavi | Tanganyika DC | Tanganyika CH | 1 |
| Kilimanjaro | Mwanga DC | Mwanga CH | 1 |
| Kigoma | Kasulu TC | Kasuli TH | 1 |
| Lindi | Nachingwea DC | Nachingwea CH | 1 |
| Manyara | Simanjiro DC | Simanjiro CH | 1 |
| Mara | Tarime DC | Tarime CH | 1 |
| Mbeya | Mbeya DC | Mbeya CH | 1 |
| Morogoro | Kilosa DC | Mikumi HC | 1 |
| Mtwara | Mtwara DC | Nanguruwe CH | 1 |
| Mwanza | Ukerewe DC | Bugombe HC | 1 |
| Njombe | Ludewa DC | Ludewa CH | 1 |
| Pwani | Mafia DC | Mafia CH | 1 |
| Rukwa | Kalambo DC | Kalambo CH | 1 |
| Ruvuma | Mbinga DC | Kindimbachini HC | 1 |
| Shinyanga | Msalala DC | Msalala CH | 1 |
| Simiyu | Meatu DC | Meatu CH | 1 |
| Singida | Singida DC | Singida CH | 1 |
| | Iramba DC | Iramba CH | 1 |
| Songwe | Ileje DC | Ileje CH | 1 |
| Tabora | Igunga DC | Igunga CH | 1 |
| Tanga | Muheza DC | Muheza DH | 1 |
| JUMLA | | | 26 |

EQUIPMENTS LIST FOR ICU

| EQUIPMENTS | ICU |
|--------------------|------------|
| Beds | 10 |
| Ventilators | 10 |
| Monitors | 10 |
| ECG Machine | 1 |
| Portable USS | 1 |
| Blood gas analyzer | 1 |
| Suction Machine | 5 |
| Crush Carter | 3 |
| Laryngoscope sets | 1 |

Price Schedule for Goods Offered from Abroad Already imported

Name of Tenderer BAHARI PHARMACY LIMITED. IFT Number ME/022/2021 - 22/HQ/G/22 LOT I Page 1 of 2

ICU LOT I

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------|---------------------------------------|-------------------|---------------------------------------|----------------------------|---|---|---|---|
| Item | Description of Goods | Country of origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price2 CIF port of entry (specify port) or CIP named place (specify border point or place of destination)3 | Total cif or cip price per item (5 x 6) | Unit price of inland delivery to final destination (DDP) to the health facilities as per schedule of distribution | Total Price per line item (Col. 7 + 8) to the health facilities as per schedule of distribution |
| 1 | Beds | CHINA | 12 WEEKS | 260 | 3,095,238.10 | 804,761,904.76 | 40,238,095.24 | 845,000,000.00 |
| 2 | Ventilator | CHINA | 12 WEEKS | 260 | 20,952,380.95 | 5,447,619,047.62 | 272,380,952.38 | 5,720,000,000.00 |
| 3 | Patient Vital Sign Monitors | CHINA | 12 WEEKS | 260 | 3,571,428.57 | 928,571,428.57 | 46,428,571.43 | 975,000,000.00 |
| 4 | EKG Machine | CHINA | 12 WEEKS | 26 | 2,142,857.14 | 55,714,285.71 | 2,785,714.29 | 58,500,000.00 |
| 5 | Portable USS | CHINA | 12 WEEKS | 26 | 20,952,380.95 | 544,761,904.76 | 27,238,095.24 | 572,000,000.00 |
| 6 | Blood gas analyser | CHINA | 12 WEEKS | 26 | 16,666,666.67 | 433,333,333.33 | 21,666,666.67 | 455,000,000.00 |
| 7 | Suction machine | CHINA | 12 WEEKS | 130 | 285,714.29 | 37,142,857.14 | 1,857,142.86 | 39,000,000.00 |
| 8 | Crash cart trolley | CHINA | 12 WEEKS | 78 | 1,047,619.05 | 81,714,285.71 | 4,085,714.29 | 85,800,000.00 |
| 9 | Laryngoscope set | PAKISTAN | 12 WEEKS | 26 | 171,428.57 | 4,457,142.86 | 222,857.14 | 4,680,000.00 |
| 10 | Nebulizer | CHINA | 12 WEEKS | 78 | 123,809.52 | 9,657,142.86 | 482,857.14 | 10,140,000.00 |
| 11 | Blood and fluid warmer | CHINA | 12 WEEKS | 26 | 571,428.57 | 14,857,142.86 | 742,857.14 | 15,600,000.00 |
| 12 | Infusion pump | CHINA | 12 WEEKS | 260 | 952,380.95 | 247,619,047.62 | 12,380,952.38 | 260,000,000.00 |
| 13 | Syringe pump | CHINA | 12 WEEKS | 130 | 904,761.90 | 117,619,047.62 | 5,880,952.38 | 123,500,000.00 |
| 14 | Portable Hand held Pulse oximeter | CHINA | 12 WEEKS | 52 | 357,142.86 | 18,571,428.57 | 928,571.43 | 19,500,000.00 |
| 15 | Central monitoring station 8 channels | CHINA | 12 WEEKS | 26 | 4,285,714.29 | 111,428,571.43 | 5,571,428.57 | 117,000,000.00 |
| 16 | Central venous catheter (CVC) | CHINA | 12 WEEKS | 52 | 215,280.00 | 11,194,560.00 | 559,728.00 | 11,754,288.00 |
| 17 | Oropharyngeal airway (OPA) | CHINA | 12 WEEKS | 52 | 3,899.52 | 198,095.24 | 9,904.76 | 208,000.00 |
| 18 | Nasopharyngeal airway (NAP) | CHINA | 12 WEEKS | 52 | 2,857.14 | 148,571.43 | 7,428.57 | 156,000.00 |

| | | | | | | | | |
|----|---|----------------|----------|-----|--------------|----------------|---------------|----------------|
| 19 | Endotracheal tubes | CHINA | 12 WEEKS | 52 | 7,902.86 | 410,948.57 | 20,547.43 | 431,496.00 |
| 20 | Defibrillator | CHINA | 12 WEEKS | 52 | 8,952,380.95 | 465,523,809.52 | 23,276,190.48 | 488,800,000.00 |
| | Endotracheal tube introducer(Sstyle and Bougie) | CHINA | 12 WEEKS | 52 | 6,666.67 | 346,666.67 | 17,333.33 | 364,000.00 |
| 21 | Magills forceps | PAKISTAN | 12 WEEKS | 78 | 16,190.48 | 1,262,857.14 | 63,142.86 | 1,326,000.00 |
| 22 | Nasal Cannula (prongs) | CHINA | 12 WEEKS | 260 | 2,380.95 | 619,047.62 | 30,952.38 | 650,000.00 |
| | Wall mounted ophthalmoscope | CHINA | 12 WEEKS | 26 | 904,761.90 | 23,523,809.52 | 1,176,190.48 | 24,700,000.00 |
| 24 | Wall mounted otoscope | CHINA | 12 WEEKS | 26 | 809,523.81 | 21,047,619.05 | 1,052,380.95 | 22,100,000.00 |
| 25 | Instrument trolley | CHINA | 12 WEEKS | 52 | 285,714.29 | 14,857,142.86 | 742,857.14 | 15,600,000.00 |
| 26 | Adjustable mayo table | CHINA | 12 WEEKS | 104 | 228,571.43 | 23,771,428.57 | 1,188,571.43 | 24,960,000.00 |
| 27 | I.V Pole | CHINA | 12 WEEKS | 260 | 59,047.62 | 15,352,380.95 | 767,619.05 | 16,120,000.00 |
| 28 | X-ray viewer | CHINA | 12 WEEKS | 26 | 380,952.38 | 9,904,761.90 | 495,238.10 | 10,400,000.00 |
| | Glucometer | GERMANY | 12 WEEKS | 52 | 23,809.52 | 1,238,095.24 | 61,904.76 | 1,300,000.00 |
| 30 | Hemoglobinometer | SOUTH KOREA | 12 WEEKS | 52 | 714,285.71 | 37,142,857.14 | 1,857,142.86 | 39,000,000.00 |
| 31 | | | | | | | | |

9,484,371,222.86 474,218,561.14 9,958,589,784.00

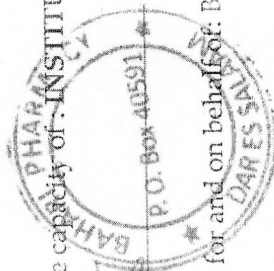
Name : RICHARD OLOTU In the capacity of : INSTITUTION BUSINESS MANAGER .

Signature of Tenderer:

Duly authorized to sign the Tender for and on behalf of: BAHARI PHARMACY LIMITED.

Dated on 19th day of April 2022

Note: In case of discrepancy between unit price and total, the unit price shall prevail.



[Handwritten signature]

MINUTES FOR CONTRACT NEGOTIATION FOR TENDER NO. ME/022/2021/2022/HQ/G/22 LOT 1 SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF ICU MEDICAL DEVICES AND EQUIPMENT BETWEEN PO RALG AND BAHARI PHARMACY LIMITED

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

Date: 24th May, 2022

Time: 14:00 hours – 16:00

1. PARTICIPANTS

| S/N | NAMES | INSTITUTION | POSITION |
|-----|-----------------------|-------------------------|-------------|
| 1 | Suleman Lukanga | PO-RALG – DODOMA | Chairperson |
| 2. | Eng. Valentino Mvanga | RHH - MOROGORO | Member |
| 3 | Mr. Karim Mpita | PO – RALG - DODOMA | Member |
| 4. | Michael Tuhoye | PO – RALG - DODOMA | Secretary |
| 5 | Dr. Ibenzi Ernes | RHH - DODOMA | Member |
| 6. | Churchil I. Katwaza | Bahari Pharmacy Limited | Director |
| 7 | Heri F. Wagi | Bahari Pharmacy Limited | Member |
| 8 | Amani Msechu | Bahari Pharmacy Limited | Member |

1.0 Introduction

1.1 Tender for Supply, Installation, Commissioning and Maintenance of ICU medical Devices and Equipment for Health Facilities in Mainland Tanzania is being implemented through National Competitive Restricted Tendering in accordance with the Public Procurement Act, 2011 and procedures set out in the Public Procurement Regulation, 2013.

1.2 At its 3rd ordinary meeting held on 15th May, 2022 the President's Office, Regional Administration and Local Government (PO-RALG) Tender Board (MTB) awarded the contract for Tender No. ME/022/2021/2022/HQ/G/22 for Lot 1 for Supply, Installation,

Commissioning and Maintenance of digital ICU Medical Devices and Equipment for Health Facilities in Mainland Tanzania to M/s Bahari Pharmacy Limited of P. O Box 40591 Dar es Salaam at a contract price of TZS 9,958,589,784.00 subject to successful negotiations.

1.3 Negotiations were conducted on 24th May, 2022, at Video Conference, Sokoine House PO – RALG, Dodoma.

1.4 Negotiations were based on the following issues:

- i. Opening of the Meeting;
- ii. Adoption of Agenda;
- iii. Presentation of Power of Attorney;
- iv. Source of Fund to implement the project/assignment;
- v. Quality of devices to be supplied as per specifications;
- vi. Manufacturer Authorization letter from Manufactures of products;
- vii. Training schedule and plan on how to use the devices to be supplied;
- viii. Installation of devices/ plan and Technique;
- ix. Availability of local based technical Support personnel and their CVs;
- x. Warrant, Standards and Technical Support to operation of devices;
- xi. Maintenance of Items for 5 years;
- xii. Delivery of Items to final destinations;
- xiii. Price reduction;
- xiv. Reporting Requirements;
- xv. Tax matters;
- xvi. Payment issues;
- xvii. Performance Security;and
- xviii. Any Other Business (AOB).

i. Opening of the Meeting

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

ii. Adoption of agenda

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

iii. Presentation of Power of Attorney.

The chairperson requested for the Power of the Attorney from the representative of M/s Bahari Pharmacy Ltd. Power of Attorney was presented introducing Mr. Churchill I Katwaza (Director) to negotiate the contract on its behalf. The submitted Power of Attorney was authentic and accepted by the PO–RALG negotiating panel.

iv. Source of Fund to implement the Project/Assignment

Mr. Churchill I. Katwaza of *M/s Bahari Pharmacy Ltd* was requested to disclose how he will manage to implement the assignment or project when the contract is signed. The representative of *M/s Bahari Pharmacy Ltd* assured the Client that they were financially liquid enough to execute the contract as they have financial facilities through daily sales. Also, they would apply for Advance Payment from PO – RALG as one of financing modality to ensure that the contract is timely and successfully implemented on time. The client was satisfied with the assurance presented by the supplier to execute the contract successfully.

v. Quality of devices to be supplied

The client requested the supplier to confirm that goods which will be delivered will comply with technical specifications and standards. The Supplier confirmed that all items which will be delivered to PO RALG will be of good quality as per specifications. The supplier assured the medical Devices and Equipment will be brought as stated in submitted the Manufacturer's Authorization letters from manufacturers those stated in during tender applications and specifications will be as those lined in a tender document. It was agreed by both parties (Client and Supplier) that quality of devices to be supplied will be strictly inspected for compliance.

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

The client requested the supplier to clarify on issues related to training by confirming that supplier will provide training to end users of the medical devices and Equipment. The supplier assured the client that training is mandatory to be provided as it was specified in the tendering document.

The client requested from the supplier to submit Training Schedule/Plan, Training Mechanism and Quality of Training before contract signing. The Supplier assured that training plan and mechanism will be provided, added that there will be one Technical Personnel in each place in a zone where Devices and Equipment will be installed for the purpose of providing training to users or operators. Likewise, Online and On Job Training will be carried out through out five (5) years comprehensive maintenance period where by one technical personnel will be placed where devices are expected to be installed. The client advised the supplier that it is better gather all end user as group for better training. It was so agreed by both parties that supplier will provide the training at both at individual centers where machine will be allocated and as a group at selected place

In additional supplier requested the client to hire the place during training all intended users of the machine in order to cut down inconveniences to train personnel who will not be end user of the devices

vii. Warrant issues of the devices and Standards maintenance and

The client was interested to know the coverage of warranty for items to be supplied. The Supplier assured that all items to be supplied are under warranty of 5 years supported with comprehensive Maintenance.

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

viii. Delivery Place of delivery of Items

It was agreed by both parties that place for delivery of Items will be to the final destinations (Health Facilities). But suppliers requested the client to make sure that building for installation of machine to be readily available during the installation of the machine in order to accomplish the assignment in time.

ix. Delivery Time

It was agreed by both Parties that delivery period will be within 12 weeks after the effectiveness of the contract.

x. Price Discount

The Client requested from the Supplier for price discount as it is considered Bulky Procurement undertaken at one time.

But the supplier did not reduce the price, he said the price provided is competitive regarding the exchange rate and price fluctuation from the manufacturer. After discussion, both parties agreed that price will remain TZS 9,958,589,784.00 VAT exclusive

xi. Reporting Requirements

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

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

xii. Tax Matters

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

xiii. Payment Mode

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

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

xiv. Performance Security

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

xv. AOB

There was no other business emerged in the discussion.

xvi. Closing the meeting.

The Chairperson thanked the participants and closed the meeting at 16: 00 hrs.

Signed by:

Suleman Lukanga
(Chairperson)

Churchill I. Katwaza
(M/s Bahari Pharmacy Ltd)

Date: 25/05/2022



RECORD OF NEGOTIATIONS

Name of the Procuring Entity: PO- RALG

Tender identification No. ME/022/2021/2022/HQ/G/22 LOT 1

Subject of Procurement: *Supplying, installation, Commissioning and Maintenance of Medical Devices and Equipment for Intensive Care Units (ICUs), Emergency Medical Departments (EMDs) and Digital X- Rays (Double Detectors) for Health Facilities in Tanzania Mainland*



Method of Procurement: IRT

Date of Negotiation: 08/06/2022

| PART 1: RECORD OF NEGOTIATIONS | |
|--|---|
| ISSUE | AGREEMENT (WITH FULL DETAILS) |
| 1. Opening of the meeting by Chairperson | Chairperson opened meeting at 14:10 am and mentioned 9 agendas to be discussed which were agreed by all members Chairperson described that this negotiation meeting is part and parcel of the negotiation meeting held on 24 th May, 2022. |
| 2. Confirmation of the Agenda | All agendas confirmed |
| 3. Additional of 2 Medical Devices and Equipment for Intensive Care Units (ICUs) | Client described to the Supplier the agenda of additional of 2 <i>Medical Devices and Equipment for Intensive Care Units (ICUs)</i> After discussion, both parties President's Office Regional Administration and Local Government and M/s Bahari Pharmacy Limited agreed that, the number of <i>Medical Devices and Equipment for Intensive Care Units (ICUs)</i> to be increased from 26 Units of previous to 28 Units which is additional of 2 <i>Medical Devices and Equipment for Intensive Care Units (ICUs)</i> |
| 4. Price reduction | The Client requested the Supplier for price discount for as it is considered bulky procurement undertaken at one time. After discussion the Supplier did not agreed to discount, therefore the contract price for 28 <i>Medical Devices and Equipment for Intensive Care Units (ICUs)</i> , will be TZS 10,724,635,152.00 instead of TZS 9,958,589,784.00. which was for 26 ICUs Thereafter both parties agreed with the new Contract Price will be TZS 10,724,635,152.00 |

| | |
|--|--|
| 5. Delivery period of the Medical Devices and Equipment for Intensive Care Units (ICUs) | It was agreed by both Parties that delivery period for 28 Medical Devices and Equipment for Intensive Care Units (ICUs) will be 12 weeks as previously agreed. After Discussion both parties agreed that the delivery period will be 12 weeks after the signing of the contract. |
| 6. Specification of the additional Medical Devices and Equipment for Intensive Care Units (ICUs) | 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 24 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. |
| 7. Distribution list of Medical Devices and Equipment for Intensive Care Units (ICUs) | Client presented to the Supplier the distribution list for additional 2 Medical Devices and Equipment for Intensive Care Units (ICUs). After discussion Supplier agreed distribute the Medical Devices and Equipment for Intensive Care Units (ICUs) at Bunda and Mbulu at no extra cost |
| 8. Any Others Business | Supplier insisted to client to make sure that health facilities (Building) for installation of machine to be readily available during the installation to reduce delays |
| 9. Closing the meeting | Chairperson closed the meeting at 14:50 hrs. |

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: SULEMAN LUKANGA | Name: CHURUMWA J. KAWAZA |
| Position: CHAIRMAN | Position: CEO |
| Date: 08/06/2022 | Date: 08/06/2022 |



THE UNITED REPUBLIC OF TANZANIA

PRESIDENT'S OFFICE
REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

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



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

In reply please quote:

Ref. No. AD.296/303/01/J/17

08th June, 2022

Managing Director,
M/s Bahari Pharmacy Limited,
P. O. Box 40591,
DAR ES SALAAM.

RE: **NOTIFICATION OF AWARD OF CONTRACT FOR TENDER No. ME/022/2021/2022/HQ/G/22 (LOT I) – SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF ICUs FOR HEALTH FACILITIES IN TANZANIA MAINLAND.**

Reference is made to the above captioned subject.

2. This is to notify you that, your tender dated 20th April, 2022 for execution of the Contract for tender No. ME/022/2021/2022/HQ/G/22 (Lot I) – Supply, Installation, Commissioning and Maintenance of ICUs for Health Facilities in Tanzania Mainland is accepted at the contract amount of **Tanzania Shillings Ten Billion, Seven Hundred Twenty Four Million, Six Hundred Thirty Five Thousand, One Hundred Fifty Two Only (TZS 10,724,635,152.00)** VAT Exclusive as corrected and modified in accordance with the instructions to Tenderers is hereby accepted.

3. You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of Contract. The performance Security shall be 10 percent of the contract amount in form of Bank Guarantee from reputable bank in United Republic of Tanzania.

Thank you for your cooperation

Prof. Riziki S. Shemdoe
PERMANENT SECRETARY

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

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

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

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

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



Jiandae kuhesabiwa Siku ya Jumanne tarehe 23 Agosti, 2022

A handwritten signature in blue ink, located in the bottom right corner of the page.

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the **14th April, 2022**
WE the undersigned **BAHARI PHARMACY LIMITED** of P. O. BOX 40591 DAR ES
SALAAM, by virtue of authority conferred to us by the Board Resolution No BPL.1404
of **14th April, 2022**, do hereby ordain nominate and appoint **RICHARD OLOTU** of
P.O. BOX 40591 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/22 LOT 1 & 2 that is to say;

To act for the company and do any other thing or things incidental for
ME/022/2021/2022/HQ/G/22 LOT 1 & 2 of Supplying, installation, Commissioning
and Maintenance of Medical Devices and Equipment for Intensive Care Units
(ICUs), Emergency Medical Departments (EMDs) for Health Facilities in Tanzania
Mainland
for the **PRESIDENT'S OFFICE REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT**

AND 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.

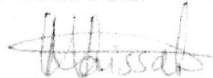
AND we hereby undertake to ratify everything, which our Attorney or any substitute
or substitutes or agent or agents appointed by him under this power on his behalf
herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said **BAHARI PHARMACY LIMITED** and
delivered in the presence of us this **14th day of April, 2022**.

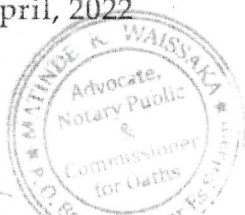
IN WITNESS whereof we have signed this deed on this **14th day of April, 2022** at **DAR
ES SALAAM** for and on behalf of **BAHARI PHARMACY LIMITED**.

SEALED and DELIVERED by the
Common Seal of **BAHARI PHARMACY LIMITED**
This **14th day of April, 2022**

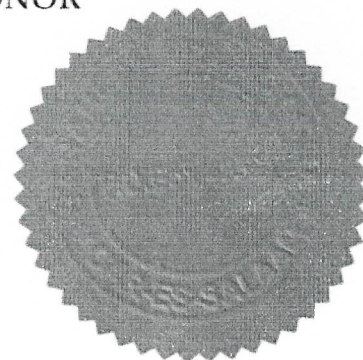
BEFORE ME:



COMMISSIONER FOR OATHS




DONOR



ACKNOWLEDGEMENT

I **RICHARD OLOTU** do hereby acknowledge and accept to be Attorney of the said **BAHARI PHARMACY LIMITED** under the terms and conditions contained in this **POWER OF ATTORNEY** and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said

RICHARD OLOTU, Institutional Business Manager and dully
authorized to sign on behalf of **BAHARI PHARMACY LIMITED**,
Identified to me by **CHURCHILL KATWAZA (C.E.O & CHAIRMAN)**
The latter known to me personally
This 14th April, 2022,

.....
DONEE

BEFORE ME

[Signature]



.....
COMMISSIONER FOR OATH

