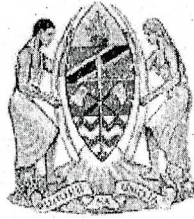


**UNITED REPUBLIC OF TANZANIA**



**PRESIDENT'S OFFICE**

**REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT**

**CONTRACT**

**FOR**

**SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF DIGITAL X  
-- RAYS (DOUBLE DETECTOR DESIGN) MEDICAL DEVICES FOR HEALTH  
FACILITIES IN TANZANIA MAINLAND**

**BETWEEN**

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

**AND**

**M/S HYPERMED HEALTHCARE LIMITED**

**JUNE 2022**



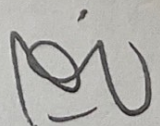
## Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the 17 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 Hypermed Healthcare Limited, P. O. Box 14118, 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 Digital X - Rays (Double Detector Design) for Health Facilities in Tanzania Mainland and has accepted to the supply at a contract price of **Tanzania Shillings Twenty One Billion, Two Hundred Eighty Eight Million, Seven Hundred Eighty Six Thousand, Four Hundred Seventy Four Only (TZS 21,288,786,474.00) 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 Twenty One Billion, Two Hundred Eighty Eight Million, Seven Hundred Eighty Six Thousand, Four Hundred Seventy Four Only (TZS 21,288,786,474.00) 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.**

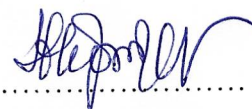


**SIGNATURE**

Prof . Riziki S. Shemdoe.

**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 Hypermed Healthcare Limited,  
P. O. Box 14118,  
DAR ES SALAAM

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

**IN THE PRESENCE OF:**

Signature.....   
Name..... HILDA ALOY  
Title..... DOCUMENTAL MANAGER  
Address..... P.O. Box 14118 DSM





**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
	<b>Definitions (GCC Clause 1)</b>	
1.	GCC 1.1 (a)	The intended completion date shall be <b>19<sup>th</sup> September, 2022</b>
	GCC 1.1 (d)	Commencement date shall be <b>20<sup>th</sup> June, 2022 (Two days from contract signing date)</b>
	GCC 1.1 (p)	The Procuring Entity is: <b>President's Office Regional Administration and Local Government Government City - Mtumba, TAMISEMI Street, P. O. Box 1923, 41185 Dodoma, Tanzania</b>
2.	GCC 1.1 (s)	The Supplier is: <b>M/s Hypermed Healthcare Limited, DAR ES SALAAM.</b>
3.	GCC 1.1 (o)	The Final Destination is/are: <b>Health Facilities in Tanzania Mainland as specified in the schedule of requirements.</b>
4.	GCC 1.1 (f)	The end user is: <b>Health Facilities located in different areas in Tanzania Mainland</b>
	<b>Governing Language (GCC Clause 3)</b>	
5.	GCC 3.1	Governing language shall be: <b>English</b>
	<b>Applicable Law (GCC Clause 4)</b>	
6.	GCC 4.1	The Contract shall be interpreted in accordance with the laws of <b>Tanzania</b>
7.	GCC 5.1	Country of Origin is: <b>SOUTH KOREA</b>
8.	GCC 8.1	<b>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.</b>





9.	GCC 8.2	<b>NOT USED.</b>
10.	GCC 8.3	The time period shall be: <b>twelve (12) weeks after commencement date of the contract</b>
11.	GCC 10.1	Performance security shall be: <b>ten (10) percent of the Contract Price by way of Unconditional Bank Guarantee</b>
12.	GCC 10.4	Discharge of the Performance Security shall take place in accordance with GCC Sub-Clause 10.4.
13.	GCC 12.2	<p>The following SCC shall supplement GCC Clause 11.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.</p> <p>The Goods shall be packed properly in accordance with standard required to facilitate easy storage and prevent them from damage or deterioration during transit to Health Facilities. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, sunlight, humidity, salt and precipitation during transit and storage.</p> <p>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"> <li>- Content per pack, Special storage requirements, batch number, date of manufacturer and date of expiry where applicable</li> <li>-The outer carton should also display the above information.</li> </ul>
14.	GCC 13.1 & 13.3	<p><b><i>For Goods supplied from abroad:</i></b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the 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*

		<p><b>NOT APPLICABLE.</b></p> <p><b>Note:</b> In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 9 (GCC 9) above.</p>
15.	GCC 14.1	The insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes. <b>Required</b>
16.	GCC 16.1	Incidental services to be provided are: <b>There are no special conditions of contract applicable to GCC 16.1</b>
<b>Warranty (GCC Clause 17)</b>		
17.	GCC 17.1	<i>There are no special conditions of contract applicable to GCC 17.1</i>
18.	GCC 17.4	<p>The period for the replacement of defective goods is: <b>90 days</b></p> <p><b>Supplier</b> is required to provide a Warrant certificate for a period of one year of each item if such warranty is not covered in the general technical specification of the item</p>
<b>Payment (GCC Clause 18)</b>		
19.	GCC 18.1 & 18.4	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></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"> <li>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.</li> <li>ii) Fifty percent (50%) of the contract price shall be paid to the supplier through bank transfer within thirty (30) days after receipt of the Goods upon submission and fulfillment of the following: <ul style="list-style-type: none"> <li>- Delivering of medical equipment to the final destination,</li> <li>- Installation and commissioning of the medical equipment,</li> <li>- Provision of training to end user, and</li> </ul> </li> </ol>



		<ul style="list-style-type: none"> <li>- Submission of letter of completion, signed and stamped with responsible person, delivery note from each respective delivery point (destination) and commercial invoices</li> </ul> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania is NOT APPLICABLE.</p>
	<b>Prices (GCC Clause 19)</b>	
20.	GCC 19.1	There are no special conditions of contract applicable to GCC 19.1
	<b>Liquidated Damages (GCC Clause 24)</b>	
21.	GCC 24.1	<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>
	<b>Settlement of Disputes (GCC Clause 29)</b>	
22.	GCC 29.2.2	<p>The dispute resolution mechanism to be applied pursuant to GCC sub-Clause 29.2.2 shall be as follows:</p> <ul style="list-style-type: none"> <li>a. <i>Contracts with foreign supplier:</i> NOT APPLICABLE</li> <li>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"> <li>- The Arbitration Institution will be the Tanzania Institute of Arbitration (TIA), and the place of Arbitration will be Dar Es Salaam - Tanzania;</li> </ul> </li> </ul>
	<b>Notices (GCC Clause 31)</b>	
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 2348, +026 232 2420  Attention: Director of Procurement Management Unit</p>

		<p>The Supplier's address for notice purposes:</p> <p><b>Managing Director,</b> <b>M/s Hypermed Healthcare Limited,</b> <b>P. O. Box 14118,</b> <b>DAR ES SALAAM.</b></p>
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SECTION IV: GENERAL CONDITIONS OF CONTRACT

*Handwritten signature*

## General Conditions of Contract

### 1. Definitions

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

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



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

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

under the Contract.

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

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

- |                              |   |
|------------------------------|---|
| 2. <b>Application</b>        | 2.1    These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.  |
| 3. <b>Governing Language</b> | 3.1    The Contract shall be written in the language <b>specific, in the SCC</b> . Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.   |
| 4. <b>Applicable Law</b>     | 4.1    The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise <b>specified in the SCC</b> .   |
| 5. <b>Country of Origin</b>  | <p>5.1    All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the specified institution, as further <b>elaborated in the SCC</b>.</p> <p>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.</p> <p>5.3    The origin of Goods and Services is distinct from the nationality of the Supplier.</p> |



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.

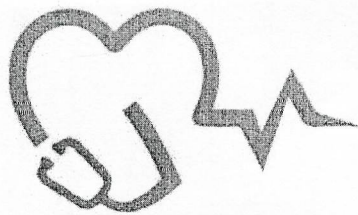
## SCHEDULE OF REQUIREMENTS

Procurement Reference Number: No. ME/022/2021/2022/HQ/G/22 LOT 3

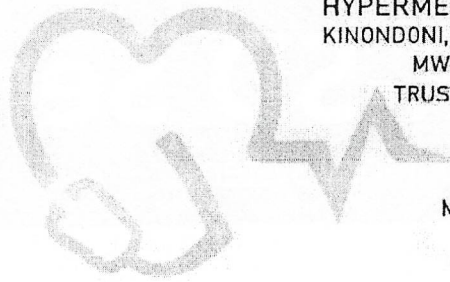
Suppliers are allowed to quote for one or two or all three lots. Supplier are also expected to honor the price submitted throughout the duration of the contract.

SCHEDULE OF REQUIREMENTS			
Lot	Product	UoM	Estimated Quantity
3	Supply, Install, Commission and Maintain Digital X-rays (Double Detector Design)	Unit	137





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



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

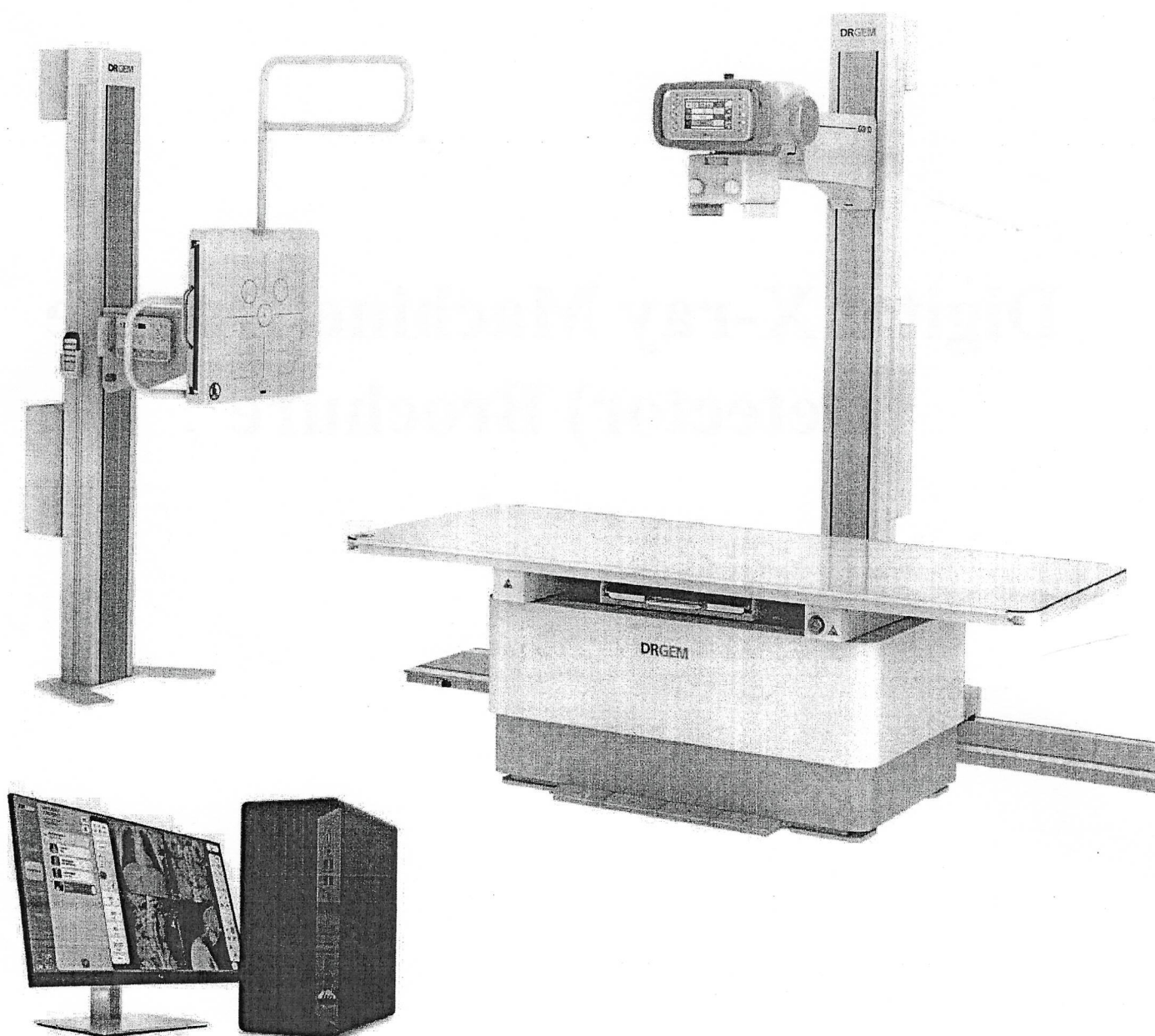
# **Digital X-ray Machine(Double Detector) Brochure**

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# GXR-SD Series

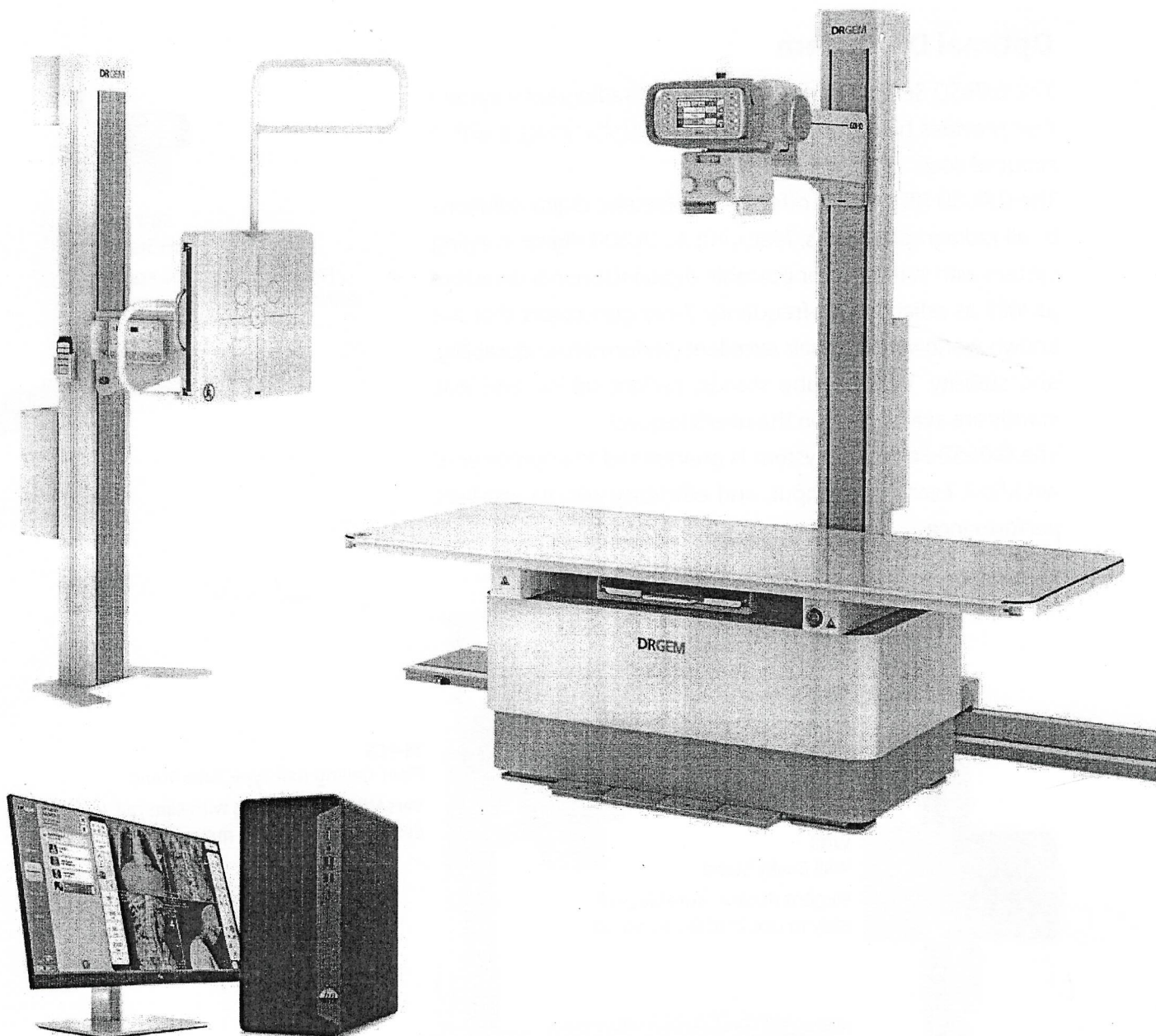
Digital Radiography System





# GXR-SD Series

Digital Radiography System



**DRGEM**  
Your Best Healthcare

CE 2460

SP US

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# GXR-SD Digital Radiography System

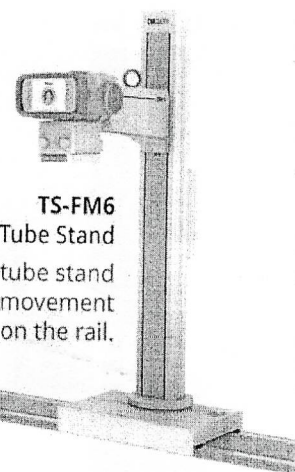
## High Performance and Reliability

### Optimal DR System

The GXR-SD Series is a digital diagnostic radiography system that provides high quality digital radiographic images with a reduced dose.

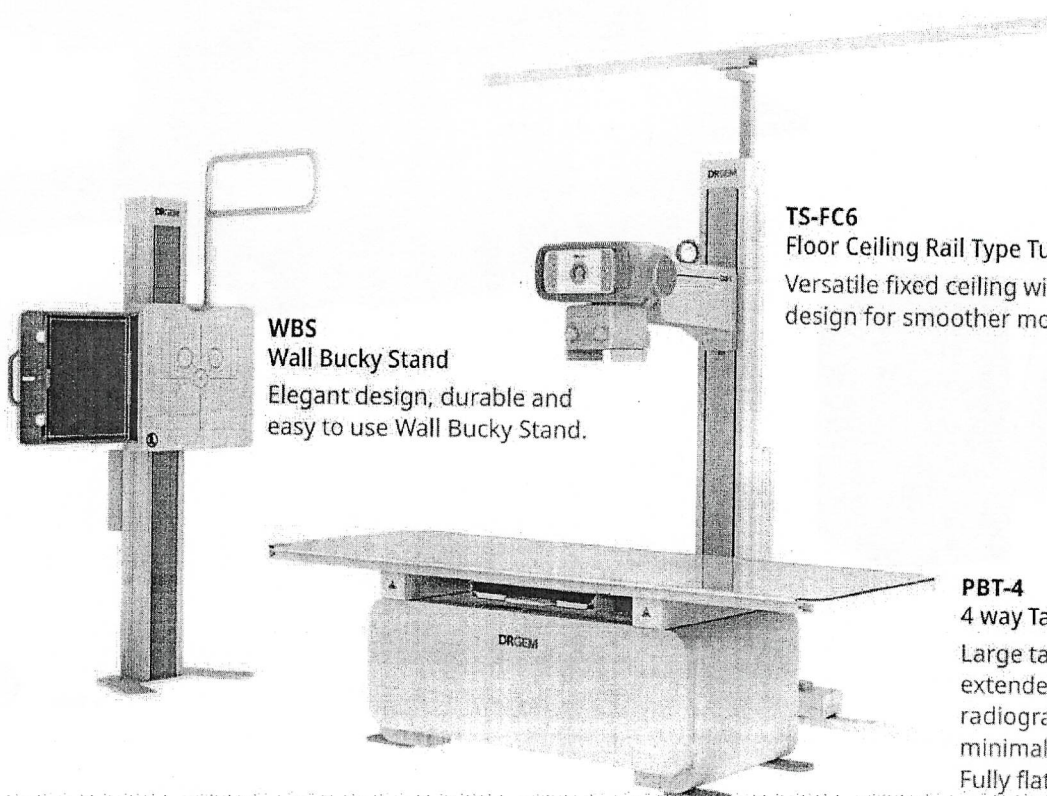
The GXR-SD DR systems offer comprehensive digital solutions to all radiography needs, featuring ACQUIDR digital imaging system with stationary or portable digital flat-panel detectors as well as reliable high-frequency X-ray generators that are known worldwide for their excellent performance, durability, and stability. Various tube stands, patient tables, and wall stands are available upon the user's request.

The GXR-SD Series DR system is guaranteed to improve your workflow, exam throughput, and efficiency with its excellent performance.



**TS-FM6**

Floor Mount Tube Stand  
Floor Rail type tube stand provides smooth movement on the rail.



**WBS**

Wall Bucky Stand  
Elegant design, durable and easy to use Wall Bucky Stand.

**TS-FC6**

Floor Ceiling Rail Type Tube Stand  
Versatile fixed ceiling with slim rail design for smoother movement.

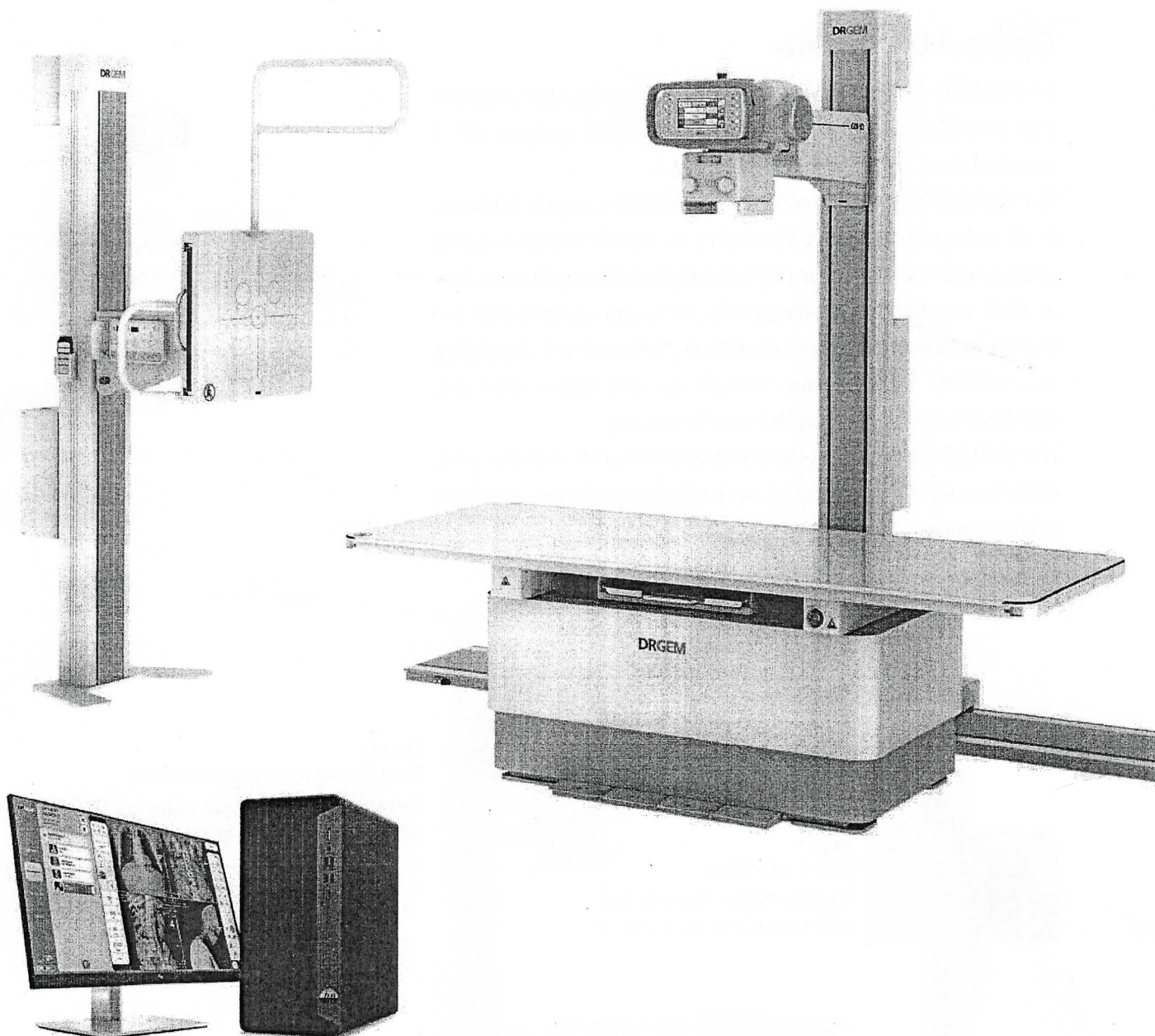
**PBT-4**

4 way Tabletop Patient Table  
Large tabletop with extended travel enables all radiography studies with minimal patient movement. Fully flat tabletop without a frame on the edge makes cleanliness and odors free.



# GXR-SD Series

Digital Radiography System



**DRGEM**  
Your Best Healthcare

CE 2460

SP  
C US

per



# GXR-SD Digital Radiography System

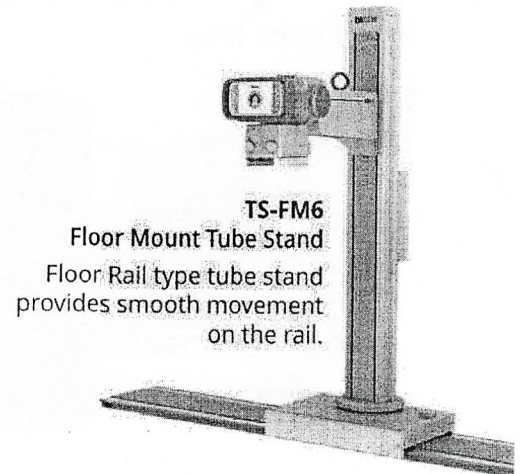
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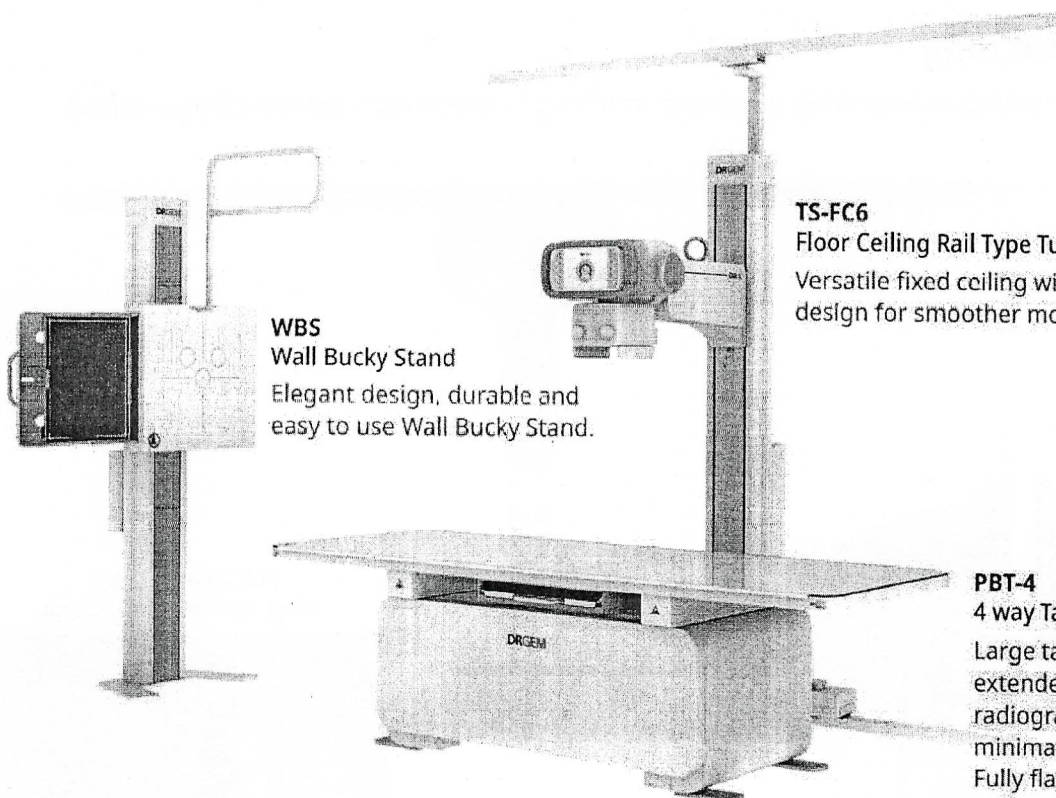
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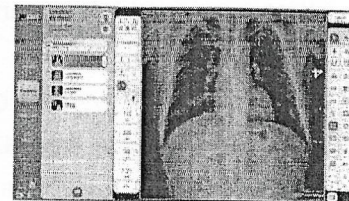
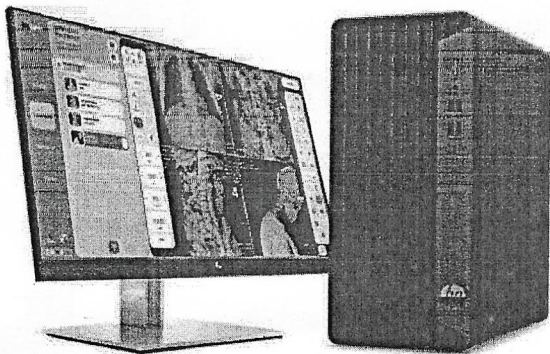
**PBT-4**  
4 way Tabletop Patient Table  
Large tabletop with extended travel enables all radiography studies with minimal patient movement. Fully flat tabletop without a frame on the edge makes cleanliness and odors free.

A handwritten signature in blue ink, consisting of stylized, flowing letters.



## Full Featured Imaging Software & Excellent Digital Image Processing

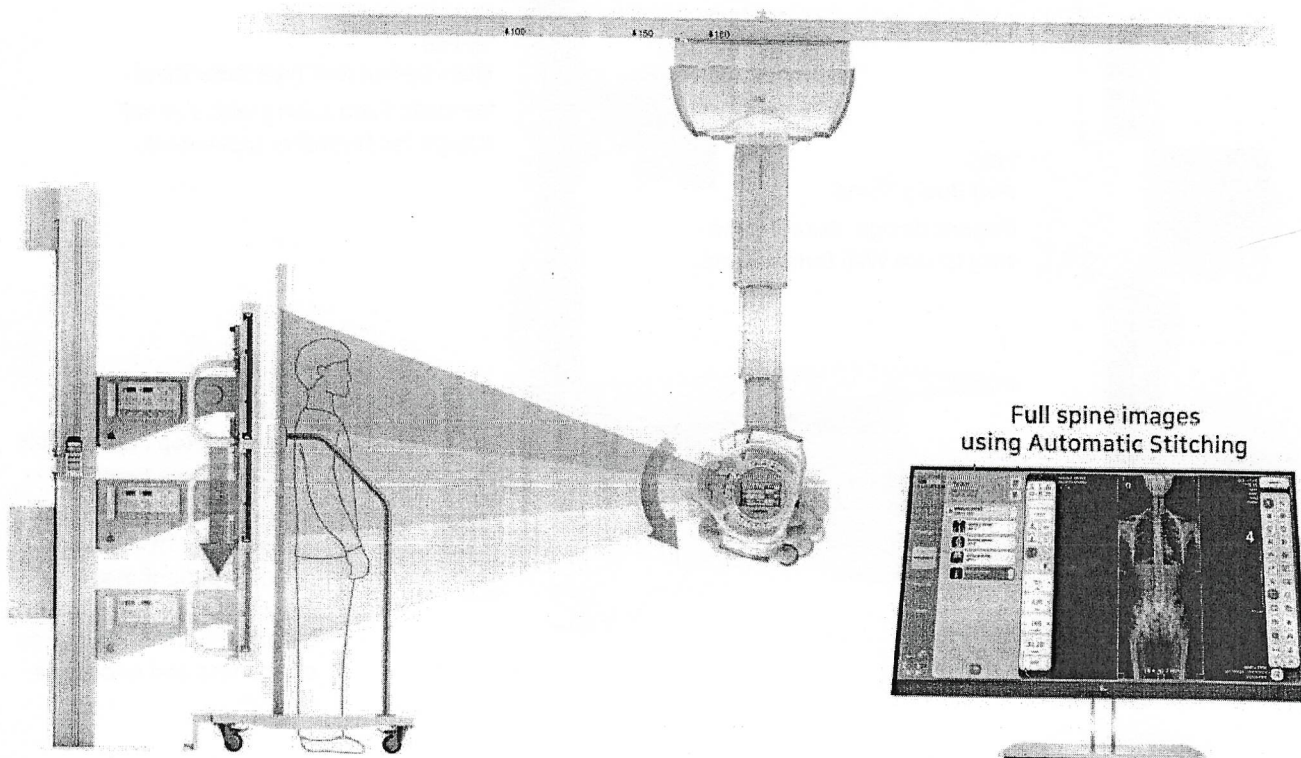
DRGEM's high-performing imaging workstation and software system offers a convenient interface and easy operation for users. Anatomical view-based digital image processing automatically optimizes and enhances the quality of the captured images, while the automatic image storage and printing with DICOM 3.0 networking capability increases exam throughput and decreases examination time.



- Provides convenient user interface and easy operation.
- Anatomical view-based digital image processing automatically optimizes and enhances the quality of the captured image for the pictured anatomy.
- Radiographic stand & automatic collimator control function.
- DICOM 3.0 networking interface includes Worklist, Print, Store, Query for integration with any PACS or RIS.

## Automatic Stitching

GXR-SD system provides outstanding automatic stitching function with Source tilting method.

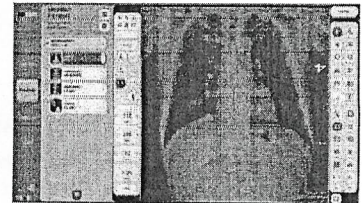
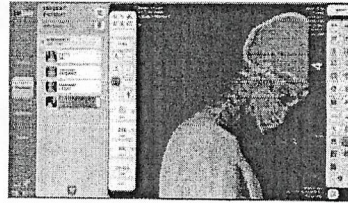
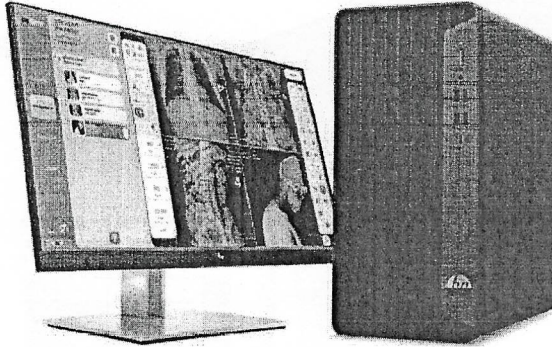


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## Full Featured Imaging Software & Excellent Digital Image Processing

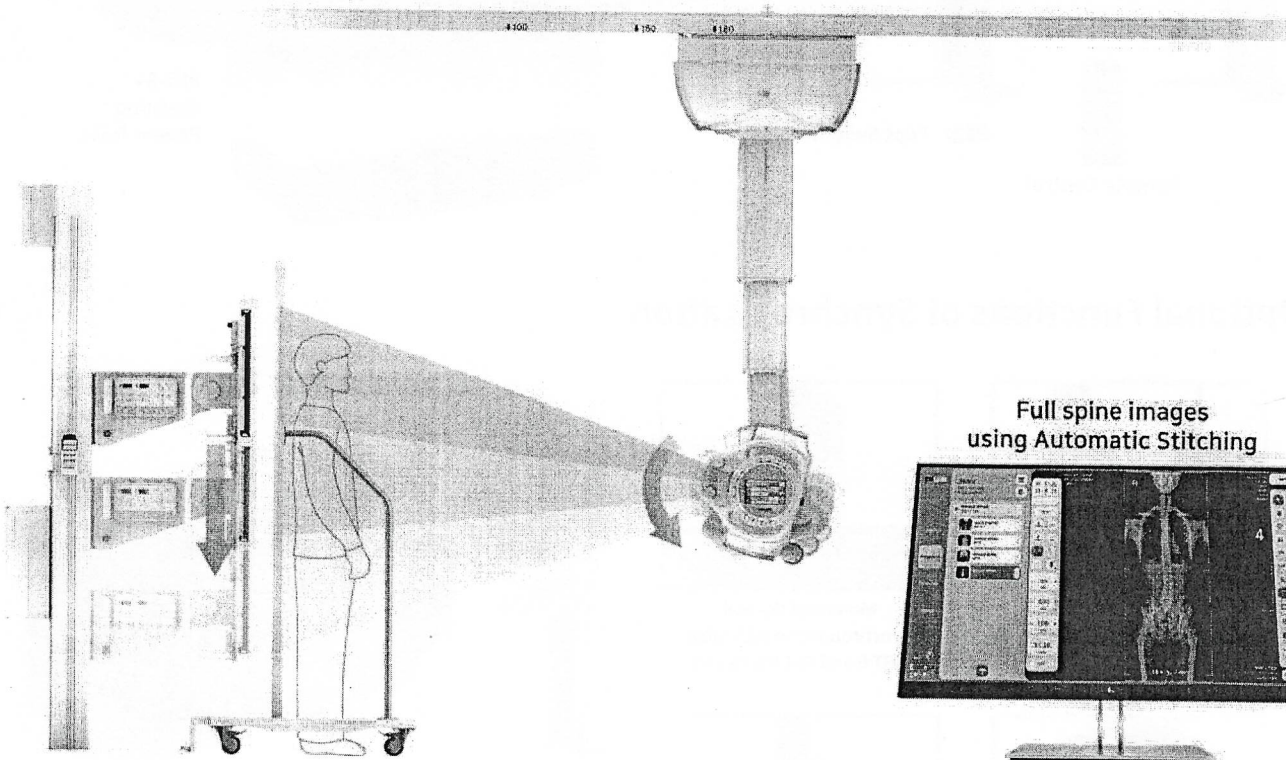
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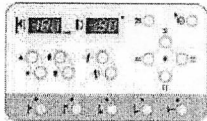


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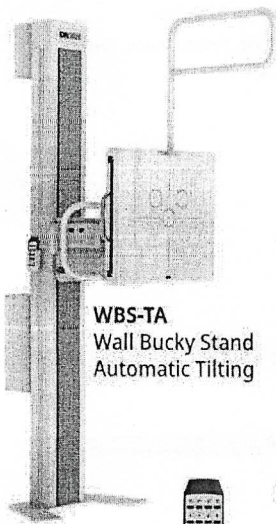


## Premium Ceiling Type

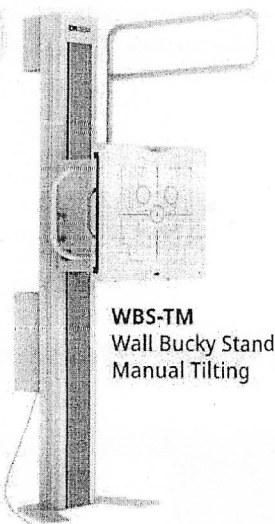
### Control Panel of Automatic Tilting Wall Stand



- Auto Positioning (User Programmable)
- Control of Synchronization with Tube Stand
- Motorized Collimation & Lamp Control
- Motorized Tilting Movement
- Motorized Vertical Movement



**WBS-TA**  
Wall Bucky Stand  
Automatic Tilting



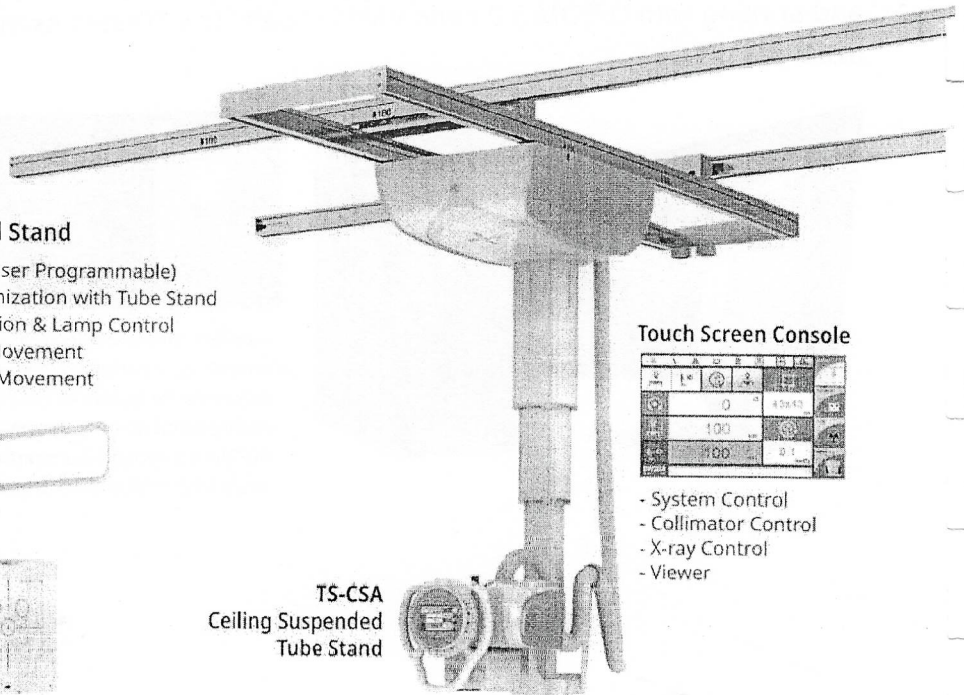
**WBS-TM**  
Wall Bucky Stand  
Manual Tilting



Remote Control

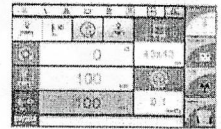


Foot Switch

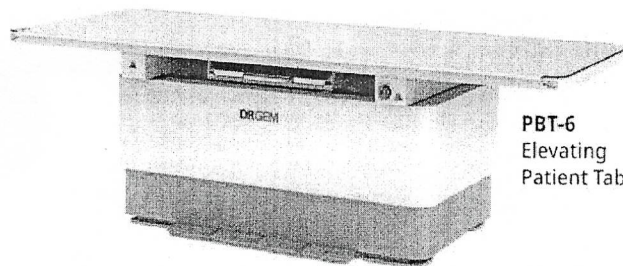


**TS-CSA**  
Ceiling Suspended  
Tube Stand

### Touch Screen Console

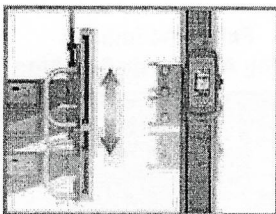


- System Control
- Collimator Control
- X-ray Control
- Viewer

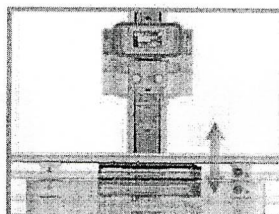


**PBT-6**  
Elevating  
Patient Table

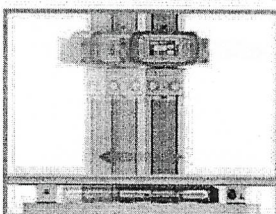
## Optional Functions of Synchronization



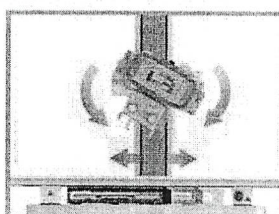
Motorized Vertical  
Synchronization with wall stand  
WBS/WBS-TM/WBS-TA and TS-FM6/TS-CSA



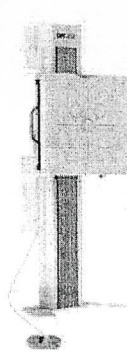
Motorized Vertical  
Synchronization with table  
PBT-6 and TS-FM6/TS-CSA



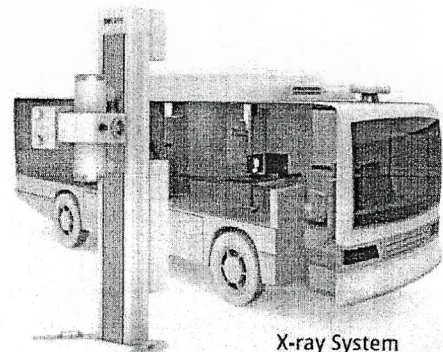
Motorized  
Table Bucky Tracking I  
PBT-4/6 and TS-FM6/TS-CSA



Motorized  
Table Bucky Tracking II  
PBT-6 and TS-FM6/TS-CSA



WBS



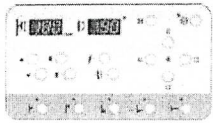
TS-FC2

X-ray System  
for Mobile Vehicle



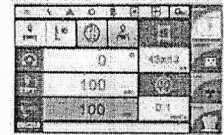
## Premium Ceiling Type

### Control Panel of Automatic Tilting Wall Stand

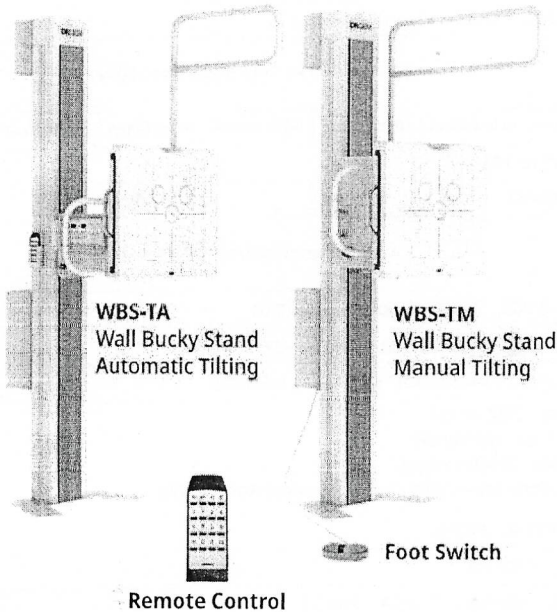


- Auto Positioning (User Programmable)
- Control of Synchronization with Tube Stand
- Motorized Collimation & Lamp Control
- Motorized Tilting Movement
- Motorized Vertical Movement

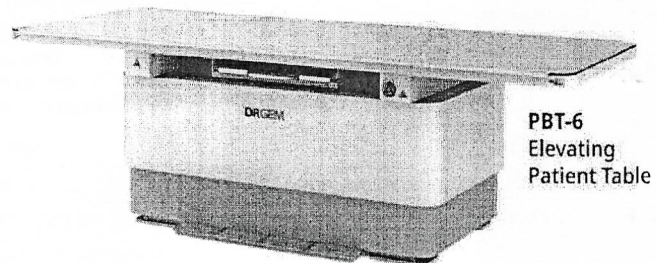
### Touch Screen Console



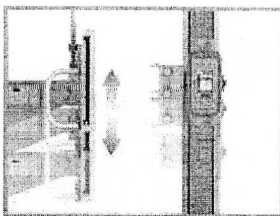
- System Control
- Collimator Control
- X-ray Control
- Viewer



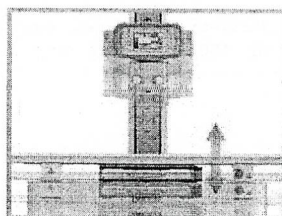
**TS-CSA**  
Ceiling Suspended  
Tube Stand



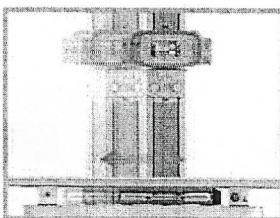
## Optional Functions of Synchronization



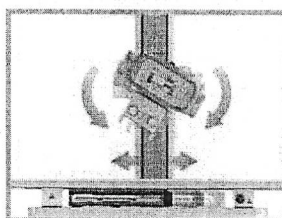
Motorized Vertical  
Synchronization with wall stand  
WBS/WBS-TM/WBS-TA and TS-FM6/TS-CSA



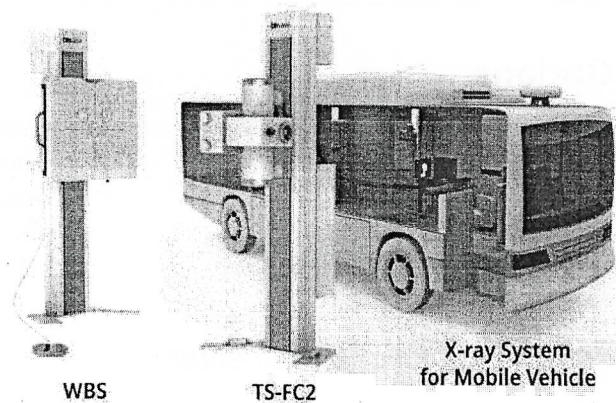
Motorized Vertical  
Synchronization with table  
PBT-6 and TS-FM6/TS-CSA



Motorized  
Table Bucky Tracking I  
PBT-4/6 and TS-FM6/TS-CSA



Motorized  
Table Bucky Tracking II  
PBT-6 and TS-FM6/TS-CSA



*Handwritten signature*



## System

Model Name	GXR-32SD	GXR-40SD	GXR-52SD	GXR-68SD	GXR-82SD	GXR-U32SD	GXR-U40SD	GXR-C32SD	GXR-C40SD	GXR-C52SD
Output Rating	32kW	40kW	52kW	68kW	82kW	32kW	40kW	32kW	40kW	52kW
Generator Model Name	GXR-32	GXR-40	GXR-52	GXR-68	GXR-82	GXR-U32	GXR-U40	GXR-C32	GXR-C40	GXR-C52
Line Nominal, Phase	220-230VAC, 1Ø or 380/400/480VAC, 3Ø		380/400/480VAC, 3Ø			100-240VAC, 1Ø 1kVA		110-120/220-230VAC, 1Ø 3kVA		
Line Voltage Range	±10%(Frequency 50*/60Hz) *Outside North America									
Tube Voltage	40~125kV, 1kV Step (Optional 150kV)		40~150kV, 1kV Step			40~125kV, 1kV Step (Optional 150kV)				
Tube Current	10 to 400mA	10 to 500mA	10 to 640mA	10 to 800mA	10 to 1,000mA	10 to 400mA	10 to 500mA	10 to 400mA	10 to 500mA	10 to 640mA
Time Range	1mS to 10S									
mAs Range	0.1 to 500mAs (Optional up to 1,000mAs)							0.1 to 500mAs		
Rotor Supply	Low Speed, Dual Speed (Option for 3Φ)		Low Speed, Dual Speed (Option)		Dual Speed		Low Speed (Optional LSS Brake)			
Reproducibility	Coefficient of Variation : kV < 0.005, Time < 0.005, mAs < 0.01									
Accuracy	kV < ±(1%+1kV), mA < ±(3%+1mA), Time < ±(1%+0.5ms), mAs < ±(3%+0.1mAs)									
Linearity	Coefficient of Linearity < 0.01 : CL = (X1-X2)/(X1+X2), where X is mR/mAs									
Flat Panel Detector	Scintillator: DRZ or CsI Size: 17x17 or 17x14inch For 1D System: Wireless type For 2D System: 2 fixed detector, 1 fixed detector at WBS, 1 wireless detector at table									
S/SD	Table	PDT-1, PBT-4, PBT-6								
	WBS	WBS, WBS-TM								
	Tube Stand	TS-FC2, TS-FC4, TS-FC6, TS-FM6, TS-CSA, TS-CSE								
	Tube	Focal Size: 1.0/2.0mm, 0.6/1.5mm, 0.6/1.2mm, Anode Heat Unit: 140, 150, 200, 230, 300, 400, 600kHU								
S/SD PREMIUM (MOTORIZED)	Table	PDT-1, PBT-4, PBT-6								
	WBS	WBS, WBS-TM, WBS-TA								
	Tube Stand	TS-FC2, TS-FC4, TS-FC6, TS-FM6, TS-CSA								
	Tube	Focal Size: 1.0/2.0mm, 0.6/1.5mm, 0.6/1.2mm, Anode Heat Unit: 140, 150, 200, 230, 300, 400, 600kHU								

## Options

- AEC
- DAP(Dose Area Product) Meter
- Vertical tube synchronization
- Table Bucky auto tracking
- Lateral cassette holder
- WBS external cassette holder
- Line Laser
- Handgrips (Tabletop, WBS - Chest, Overhead)
- Electromagnetic switch for Tube Stand Rotation (FC or FM)

## DRGEM Customer Service Center

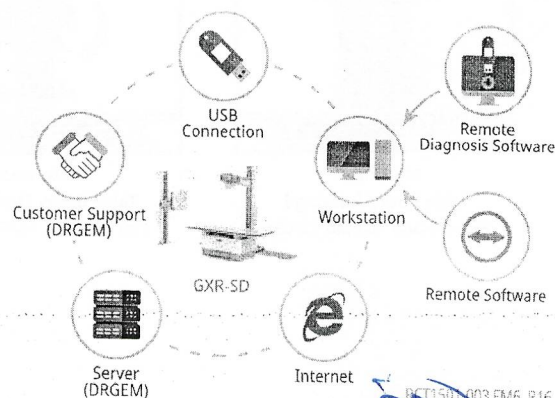
### • 24/7 Support

DRGEM's Customer Service team is available 24/7, 365 days a year\* via e-mail or Skype to support clients whenever they need.

### • Remote Diagnosis

Remote diagnosis can help minimize downtime by quickly finding the cause of errors and detecting potential issues before problems occur.

\*May vary by country.



# System

Model Name	GXR-32SD	GXR-40SD	GXR-52SD	GXR-68SD	GXR-82SD	GXR-U32SD	GXR-U40SD	GXR-C32SD	GXR-C40SD	GXR-C52SD
Output Rating	32kW	40kW	52kW	68kW	82kW	32kW	40kW	32kW	40kW	52kW
Generator Model Name	GXR-32	GXR-40	GXR-52	GXR-68	GXR-82	GXR-U32	GXR-U40	GXR-C32	GXR-C40	GXR-C52
Line Nominal, Phase	220-230VAC, 1Ø or 380/400/480VAC, 3Ø		380/400/480VAC, 3Ø			100-240VAC, 1Ø 1kVA		110-120/220-230VAC, 1Ø 3kVA		
Line Voltage Range	±10%(Frequency 50*/60Hz) *Outside North America									
Tube Voltage	40~125kV, 1kV Step (Optional 150kV)		40~150kV, 1kV Step			40~125kV, 1kV Step (Optional 150kV)				
Tube Current	10 to 400mA	10 to 500mA	10 to 640mA	10 to 800mA	10 to 1,000mA	10 to 400mA	10 to 500mA	10 to 400mA	10 to 500mA	10 to 640mA
Time Range	1mS to 10S									
mAs Range	0.1 to 500mAs (Optional up to 1,000mAs)							0.1 to 500mAs		
Rotor Supply	Low Speed, Dual Speed (Option for 3Φ)		Low Speed, Dual Speed (Option)	Dual Speed		Low Speed (Optional LSS Brake)				
Reproducibility	Coefficient of Variation : kV < 0.005, Time < 0.005, mAs < 0.01									
Accuracy	kV < ±(1%+1kV), mA < ±(3%+1mA), Time < ±(1%+0.5ms), mAs < ±(3%+0.1mAs)									
Linearity	Coefficient of Linearity < 0.01 : CL = (X1-X2)/(X1+X2), where X is mR/mAs									
Flat Panel Detector	Scintillator: DRZ or CsI Size: 17x17 or 17x14inch For 1D System: Wireless type For 2D System: 2 fixed detector, 1 fixed detector at WBS, 1 wireless detector at table									
S/SD	Table	PDT-1, PBT-4, PBT-6								
	WBS	WBS, WBS-TM								
	Tube Stand	TS-FC2, TS-FC4, TS-FC6, TS-FM6, TS-CSA, TS-CSE								
	Tube	Focal Size: 1.0/2.0mm, 0.6/1.5mm, 0.6/1.2mm, Anode Heat Unit: 140, 150, 200, 230, 300, 400, 600kHU								
S/SD PREMIUM (MOTORIZED)	Table	PDT-1, PBT-4, PBT-6								
	WBS	WBS, WBS-TM, WBS-TA								
	Tube Stand	TS-FC2, TS-FC4, TS-FC6, TS-FM6, TS-CSA								
	Tube	Focal Size: 1.0/2.0mm, 0.6/1.5mm, 0.6/1.2mm, Anode Heat Unit: 140, 150, 200, 230, 300, 400, 600kHU								

## Options

- AEC
- DAP(Dose Area Product) Meter
- Vertical tube synchronization
- Table Bucky auto tracking
- Lateral cassette holder
- WBS external cassette holder
- Line Laser
- Handgrips (Tabletop, WBS - Chest, Overhead)
- Electromagnetic switch for Tube Stand Rotation (FC or FM)

## DRGEM Customer Service Center

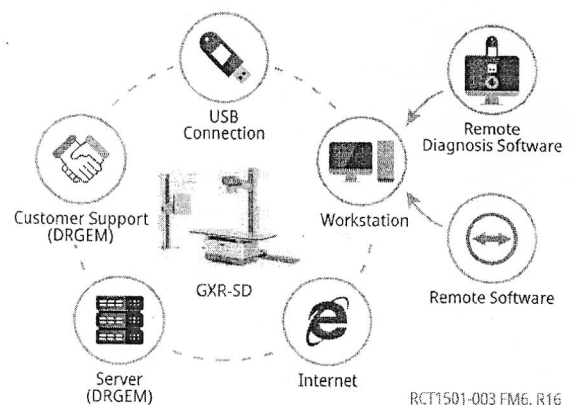
### • 24/7 Support

DRGEM's Customer Service team is available 24/7, 365 days a year\* via e-mail or Skype to support clients whenever they need.

### • Remote Diagnosis

Remote diagnosis can help minimize downtime by quickly finding the cause of errors and detecting potential issues before problems occur.

\*May vary by country.



RCT1501-003 FM6, R16

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# DRGEM

*Your Best Healthcare*

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Specifications and features are subject to change without notice.

All changes will be in compliance with regulations governing manufacture of medical equipment.

## Address

Head Office/R&D 7F,E-B/D Gwangmyeong Techno-Park, 60 Haan-ro, Gwangmyeong-si, Gyeonggi-do, Korea [14322]  
Gumi Factory 116-59, Sanho-daero, Gumi-si, Gyeongsangbuk-do, Korea [39377]





# DRGEM

*Your Best Healthcare*

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Specifications and features are subject to change without notice.

All changes will be in compliance with regulations governing manufacture of medical equipment.

## Address

Head Office/R&D 7F,E-B/D Gwangmyeong Techno-Park, 60 Haan-ro, Gwangmyeong-si, Gyeonggi-do, Korea [14322]  
Gumi Factory 116-59, Sanho-daero, Gumi-si, Gyeongsangbuk-do, Korea [39377]

23

Date: 17th April 2022

To:

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

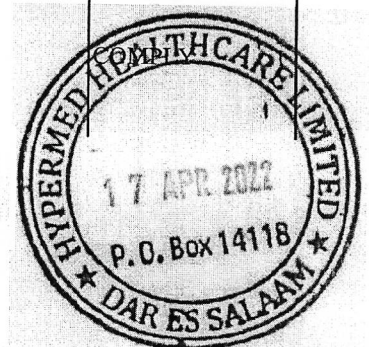
Dear Sir/Madam,

**RE: COMPLIANCE STATEMENT TO TECHNICAL SPECIFICATION**

We Hypermed Healthcare Limited, comply with the below specification as per Detailed Requirements for Medical Devices and Equipment for **Digital X- Rays (Double Detector) LOT No. 3** for Health Facilities in Tanzania Mainland.

S/N	EQUIPMENT DESCRIPTION	TECHNICAL SPECIFICATIONS	COMPLIANCE
Lot No.3	Digital X-ray Floor mounted	This Machine should be able to examine a minimum of 300 patients per day. Should have a high frequency generator of 50-150KW, Automatic exposure device, Anatomical programming radiography, overloading protection feature, digital display of KV and mAs. X-Ray tube should be Floor stand mounted.	COMPLY
		Patient dose display	COMPLY
		Axis should rotate 360 degree	COMPLY
		Floor fixed.	COMPLY
		Five years comprehensive Maintenance inclusive.	COMPLY
		High speed rotating anode and exposure should be 50 – 150KV and 0-600mA. Heat strength capacity of the anode at least 150,000HU.	COMPLY
		The digital detector (Two fixed Detectors) should be flat panel of latest technology. The digital workstation should have high speed processors, preview time of 5s or less.	COMPLY
		The workstation should provide basic functions for image processing and be compatible to other HIS	COMPLY
		Displayed Parameters: The console monitor should display patient ID, Exposure factors, warning sign and other important parameters.	

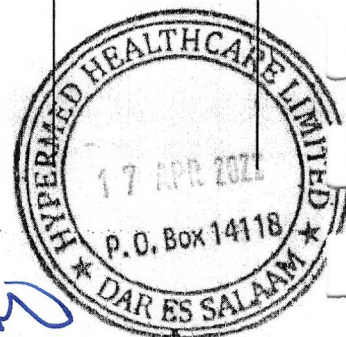
*[Handwritten Signature]*



*[Handwritten Signature]*



Components: Patient table: Mounted on the Floor to allow Longitudinal and lateral movement and better patient position. Floating table with up and down movement Table Size from 1800x800mm to 2200x800mm Patient weight: at least 150Kg	COMPLY
Bucky wall stand: Height :1900mm Center Height Stroke Range from 400mm to 1600mm Source to image detector should include the range of 90cm to 125cm Detectors: Fixed Flat Panel Detectors Active Image Size at least 17inch x 17inch or 43cm x 43cm Pixel Size at least 140 micron Dimension : 460 x 460 x 15mm	COMPLY
Dust cover for control unit to be supplied.	COMPLY
Protection against insect and rodent ingress to be incorporated.	COMPLY
Electrical Requirements: Should meet Tanzania Electrical Standards (Voltage of between 220-240V with the standard frequency of 50Hz) with type G adaptor System.	COMPLY
Accessories: Protective gear (lead apron minimum of 2 small, 2 medium and 2 large), Googles (Minimum 1 small, 1 medium and 1 large). Gonad shield (minimum 2 small, 2 medium, 2 large), neck collar shield (minimum of 1small, 1 medium, 1 large), Gloves (Minimum 2 small, 2 medium and 2 large). Radiation hazards warning signs to be supplied with the machine.	COMPLY
It should come with the Power Backup System for the Capture Console Workstation with capacity of power storage for not less than 15 Minutes.	COMPLY
3 extended workstations: medical diagnostic monitor (minimum 1Mega pixels black and white) and back up storage 3 TO 4T CD/DVD / flash re-writable burn	COMPLY
Radiation protective gears: X-ray should come with; two (2) pairs of lead aprons with back protection 0.35/0.25mmPb, two (2) pairs of Thyroid Shield Model Classic 0.35mmPb two (2) pairs of Patient Apron with belt 0.50mmPb Leadlite W/G-30 L-30	COMPLY
DICOM compatibility Minimum PACS system with server	COMPLY
Training, Installation and Utilization Requirements for commissioning: Manufacturer/supplier should perform installation, safety and operation checks before handover. Acceptance tests to be specified and local clinical and technical staff to verify proper and full functioning of device. Training of user/s: Application specialist shall provide training of users in operation and basic maintenance for 1 weeks. Training for BME at least 1 weeks from Supplier/Manufacturer	COMPLY



	<p>2 years warranty, three years comprehensive Maintenance and spare parts inclusive.</p> <p>Cost of CMC (Comprehensive Maintenance Contract) must be quoted in the price bid for the next 5 years after the expiration of the maintenance period (i.e.: 6th, 7th, 8th, 9th, 10th).</p> <p>Lifetime support; spare parts, consumables should be available throughout the lifetime period of the machine.</p> <p>Uptake time should be a minimum of 90%.</p>	COMPLY
	<p>Proof of locally available technical support personnel, including CVs and work permit for foreign personnel.</p> <p>Availability of technical personnel within the country should be stated; this should include CVs, work permits for foreign personnel.</p>	COMPLY
	<p>Software should be flexible and provide the room for upgrade to add new parameters to be measured by the Machine and report format.</p>	COMPLY
	<p>Documentation: Operating and service manuals (In English) including lists of important spares and accessories - with their part numbers and list of equipment and procedures required for calibration and routine maintenance should be provided. Documentation must also show recommended procedures for disposal and any probable hazards to the environment and/or community.</p> <p>Life span: Life span of the machine should be not less than 10 Years.</p> <p>Risk Classification: As per ISO 14971:2007- Application of risk management to medical devices.</p> <p>Regulatory Approval / Certification: TAEC, TBS and TMDA</p>	COMPLY

Signed: 

Name: **Moses Kiduduye**

In the capacity of **Managing Director**

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

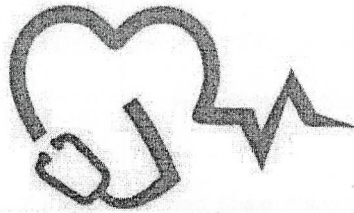
Dated on **17th day of April 2022**



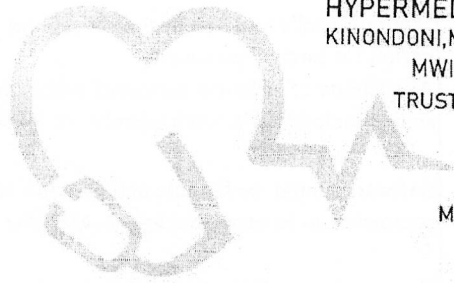
**NB: CVS FOR BIOMEDICAL ENGINEERS AND BRONCHURE ATTACHED BELLOW**







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



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

# **Digital X-ray Machine(Double Detector) Brochure**

*Key*

## Manufacturer's Authorization

17<sup>th</sup> April 2022

To:

Permanent Secretary,

President's Office Regional Administration and Local Government,

Government City - Mtumba,

TAMISEMI Street,

P.O.Box 1923,


41185Dodoma, Tanzania.

WHEREAS DRGEM Corporation who are established and reputable manufacturers of **FLOOR STAND DIGITAL X RAY AND MOTORISED MOBILE DIGITAL X RAYS** having factories at **116-59, Sanho-daero, Gumi-si, Gyeongsangbuk-do, Korea [39377]**

Do hereby authorize **Hypermed Healthcare limited** to submit a Tender, and subsequently negotiate and sign the Contract with you against IFT No. **ME/022/2021/2022/HQ/G/22** 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.

**DRGEM Corporation**

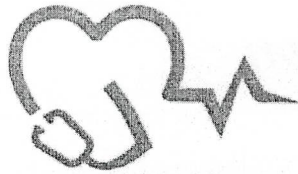


**J.B.PARK President**

Date: April 17, 2022

*[Dr. Jung Byung Park / President]*





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

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

## **MANUFACTURE QUALITY CONTROL CERTIFICATES (ISO, CE OR GMP)**

**5.MANUFACTURE NAME: DRGEM Corporation**



# Certificate of Registration

This is to certify that :

## DRGEM Corporation

7FI, E-B/D Gwangmyeong Techno-Park, 60 Haan-ro, Gwangmyeong-si, Gyenggi-do, Korea  
116-59, Sanho-daero, Gumi-si, Gyeongsangbuk-do, Korea

Has been assessed by International Certification Registrar Ltd., in respect of their  
Environmental Management Systems and found to comply with

## KS I ISO 14001:2015 / ISO 14001:2015

Approval is hereby granted for registration providing the rules and conditions  
relating to certification are observed at all times.

### Certification Scope

Design, Development, Manufacture, Maintenance Service, Installation,  
Sales and Distribution of Diagnostic X-ray Equipment and Sub-components

Certificate Issue Date : 02<sup>nd</sup> July 2021

Initial Issued Date : 02<sup>nd</sup> July 2021

Expiration Date : 01<sup>st</sup> July 2024

Certificate No. : EK006021

※ This certificate is valid by completion of surveillance audit which is conducted within 12 months from the certification date.

The Seal of ICR Limited was here to affixed  
in the presence of :

President



KAB-EC-43

ICR is accredited by Korea Accreditation Board  
as an Environmental Management System certification body  
(Accreditation Number KAB-EC-43)

- This certificate is intellectual property of ICR.  
- This certificate is only valid by completion of surveillance audit which is conducted at least once a year.  
- You can verify the authenticity of this certificate on "Certification Checklist" at [www.icrq.com](http://www.icrq.com).  
- If you can not maintain the certification, this certificate shall be returned to ICR.

ICR Co., Ltd. 112, Hwanggeum 3-ro 7beon-gil, Yangcheon-eup, Gimpo-si, Gyeonggi-do, Korea <http://www.icrq.com>







# Certificate of Registration

This is to certify that :

## DRGEM Corporation

7F1, E-B/D Gwangmyeong Techno-Park, 60 Haan-ro, Gwangmyeong-si, Gyeonggi-do, Korea  
116-59, Sanho-daero, Gumi-si, Gyeongsangbuk-do, Korea

Has been assessed by International Certification Registrar Ltd., in respect of their  
Occupational Health and Safety Management Systems and found to comply with

## ISO 45001:2018

Approval is hereby granted for registration providing the rules and conditions  
relating to certification are observed at all times.

### Certification Scope

Design, Development, Manufacture, Maintenance Service, Installation,  
Sales and Distribution of Diagnostic X-ray Equipment and Sub-components

Certificate Issue Date : 02<sup>nd</sup> July 2021

Initial Issued Date : 02<sup>nd</sup> July 2021

Expiration Date : 01<sup>st</sup> July 2024

Certificate No. : OHK016021

※ This certificate is valid by completion of surveillance audit which is conducted within 12 months from the certification date.

The Seal of ICR Limited was here to affixed  
in the presence of :

President



ICR is accredited by Korea Accreditation Board  
as an Occupational Health & Safety Management System certification body  
(Accreditation Number: KAB-OC-25)

KAB-OC-25

- This certificate is intellectual property of ICR.
- This certificate is only valid by completion of surveillance audit which is conducted at least once a year.
- You can verify the authenticity of this certificate on "Certification Confirm" at [www.icrqa.com](http://www.icrqa.com).
- If you can not maintain this certification, this certificate shall be returned to ICR.

ICR Co., Ltd. 112, Hwanggaum 3-ro 7beon-gil, Kangchon-eup, Gimpo-si, Gyeonggi-do, Korea <http://www.icrqa.com>







# Certificate of Registration

This is to certify that :

## DRGEM Corporation

7FI, E-B/D Gwangmyeong Techno-Park, 60 Haan-ro, Gwangmyeong-si, Gyeonggi-do, Korea  
116-59, Sanho-daero, Gumi-si, Gyeongsangbuk-do, Korea

Has been assessed by International Certification Registrar Ltd., in respect of their  
Quality Management Systems and found to comply with

## KS Q ISO 9001:2015 / ISO 9001:2015

Approval is hereby granted for registration providing the rules and conditions  
relating to certification are observed at all times.

### Certification Scope

Design, Development, Manufacture, Maintenance Service, Installation,  
Sales and Distribution of Diagnostic X-ray Equipment and Sub-components

Certificate Issue Date : 16<sup>th</sup> July 2021

Initial Issued Date : 19<sup>th</sup> July 2019

Expiration Date : 18<sup>th</sup> July 2022

Certificate No. : QK011021

※ This certificate is valid by completion of surveillance audit which is conducted within 12 months from the certification date.

The Seal of ICR Limited was here to affixed  
in the presence of :

President



ICR is accredited by Korea Accreditation Board  
as a Quality Management System certification body.  
(Accreditation Number KAB-QC-49)

KAB-QC-49

This certificate is intellectual property of ICR.  
This certificate is only valid by completion of surveillance audit which is conducted at least once a year.  
You can verify the authenticity of this certificate on "Certification Confirm" at [www.icrqa.com](http://www.icrqa.com)  
If you can not maintain the certification, this certificate shall be returned to ICR.

ICR Co., Ltd, 112, Hwanggeum 3-ro 7beom-gil, Yangcheon-eup, Gimpo-si, Gyeonggi-do, Korea <http://www.icrqa.com>







# Appendix to Certificate

This appendix represents the addresses and activities of following multi-sites below.

## DRGEM Corporation

Certificate No : QK011021

Head office : 7FI, E-B/D Gwangmyeong Techno-Park, 60 Haan-ro, Gwangmyeong-si, Gyeonggi-do, Korea

1. Performing the role of central function
2. Design, Development, Sales, Customer Support, Purchase, Maintenance Service and Installation of Diagnostic X-ray Equipment and Sub-components

29<sup>th</sup> November 2019

116-59, Sanho-daero, Gumi-si, Gyeongsangbuk-do, Korea

Manufacturing, Inspection and Material Management of Diagnostic X-ray Equipment and Sub-components

19<sup>th</sup> July 2019

Appendix Issue Date : 16<sup>th</sup> July 2021

# Page 1 of 1

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

# MANAGEMENT SYSTEM CERTIFICATE

Certificate No.: **9767-2017-AQ-KOR-NA-PS Rev 3.0** Project No.: **PRJC-24381-2007-MSL-KOR** Initial Certification Date: **07 April 2008** Valid Until: **07 April 2023**

This is to certify that the management system of:

## DRGEM Corporation

7Fl, E-B/D Gwangmyeong Techno-Park, 60 Haan-ro, Gwangmyeong-si, Gyeonggi-do, 14322 Korea

With sites as listed overleaf.

Complies with the requirements of:

**ISO 13485:2016/NS-EN ISO 13485:2016**

The Certificate is valid for the following scope:

**Design, development, manufacture, servicing, installation, sales and distribution of Diagnostic X-Ray Equipment and sub-components.**

Place and date:  
**Høvik, 14 February 2020**

For:  
**DNV GL PRESAFE AS**



**Tone Elise Kolpus**

The certificate is digitally verified by blockchain technology. For more info, see [www.dnvgl.com/assurance/certificates-in-the-blockchain.html](http://www.dnvgl.com/assurance/certificates-in-the-blockchain.html)



Notice: The Certificate is subject to terms and conditions as set out in the Certification Agreement. Failure to comply may render this Certificate invalid.  
ACCREDITED UNIT: DNV GL PRESAFE AS, Veritasveien 3, N-1363 Høvik, Norway - Registered Enterprise No: NO 997 067 401 MVA .



Certificate No.:  
9767-2017-AQ-KOR-NA-PS Rev 3.0

Project No.:  
PRJC-24381-2007-MSL-KOR

Initial Certification Date:  
07 April 2008

Valid Until:  
07 April 2023

Site Name	Address	Site Scope
Head office	7Fl, E-B/D Gwangmyeong Techno-Park, 60 Haan-ro, Gwangmyeong-si, Gyeonggi-do, 14322 Korea	Design, development, servicing, installation, sales and distribution of Diagnostic X-Ray Equipment and sub-components
Factory	116-59, Sanho-daero, Gumi-si, Gyeongsangbuk-do, 39377 Korea	Manufacture of Diagnostic X-Ray Equipment and sub-components

End of Certificate



# EC CERTIFICATE

## Full Quality Assurance System

Certificate No.:  
9791-2017-CE-KOR-NA-PS Rev. 8.0

Project No.:  
PRJC-24381-2007-MSL-KOR

Valid Until  
16 April 2023

This is to certify that the quality system of:

### DRGEM Corporation

7FI, E-B/D Gwangmyeong Techno-Park, 60 Haan-ro, Gwangmyeong-si, Gyeonggi-do,  
14322, Korea

For design, production and final product inspection/testing of:

### Diagnostic X-Ray system and sub-components

Has been assessed with respect to:

**The conformity assessment procedure described in Annex II  
excluding section 4 of Council Directive 93/42/EEC on Medical  
Devices, as amended**

and found to comply

Further details of the product(s) and conditions for certification are given overleaf.

Place and date:  
Høvik, 09 March 2021

For the issuing office:  
Notified Body 2460  
DNV Product Assurance AS



Mariann Jeremiassen  
Principal Assessor

Notice: The Certificate is subject to terms and conditions as set out in the Certification Agreement. Failure to comply may render this Certificate invalid.

NOTIFIED BODY 2460: DNV Product Assurance AS, Veritasveien 3, 1363 Høvik, Norway, Tel +47 67 57 88 00, [www.dnv.com](http://www.dnv.com)

ICP-4-5-11-MDD-12, rev.0



## Jurisdiction

Application of Council Directive 93/42/EEC of 14 June 1993, adopted as "Forskrift om Medisinsk Utstyr" by the Norwegian Ministry of Health and Care Services.

## Certificate history:

Revision	Description	Issue Date
0.0	Transfer to NB 2460 from certificate no 24108-2008-CE-NOR ver 10	18 May 2017
1.0	Re-certification	27 March 2018
2.0	Extension in scope – new products	10 September 2018
3.0	Extension in scope – new products added	14 March 2019
4.0	Editorial change	15 April 2019
5.0	Extension in scope – new products added	05 July 2019
6.0	Extension in scope - new products added	29 April 2020
7.0	Extension in scope – new products added Delete the model name: TOPAZ-32R/40R	23 November 2020
8.0	<b>Extension in scope – new products (in bold) added (DIAMOND Series &amp; FDR Smart FGXR-ZS Series)</b>	09 March 2021

## Products covered by this Certificate:

Product Description	Product Name	Class
High Voltage X-Ray Generator	GXR-32, GXR-40, GXR-52, GXR-68, GXR-82, GXR-C32, GXR-C40, GXR-C52, GXR-U32, GXR-U40, MXR-35	IIb
Diagnostic X-ray System	GXR-32S, GXR-40S, GXR-52S, GXR-68S, GXR-82S, GXR-C32S, GXR-C40S, GXR-C52S, GXR-U32S, GXR-U40S, GXR-E20S, GXR-E25S, GXR-E32S, GXR-E40S, FDR Smart FGXR-E20S, FDR Smart FGXR-E25S, FDR Smart FGXR-E32S, FDR Smart FGXR-E40S, GXR-EC20S, GXR-EC25S, GXR-EC32S, GXR-EC40S, GXR-EC50S, FDR Smart FGXR-EC20S, FDR Smart FGXR-EC25S, FDR Smart FGXR-EC32S, FDR Smart FGXR-EC40S, FDR Smart FGXR-EC50S	IIb

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NOTIFIED BODY 2460: DNV Product Assurance AS, Veritasveien 3, 1363 Høvik, Norway, Tel +47 67 57 88 00, [www.dnv.com](http://www.dnv.com)

ICP-4-5-i1-MDD-f2, rev.0



Certificate No.: 9791-2017-CE-KOR-NA-PS Rev. 8.0  
Place and date: Høvik, 09 March 2021

	DIAMOND-5B, DIAMOND-6B, DIAMOND-8B, FDR Smart FGXR-Z52S, FDR Smart FGXR-Z68S, FDR Smart FGXR-Z82S	
Digital diagnostic X-ray System	DIAMOND-5A, DIAMOND-6A, DIAMOND-8A, GXR-32SD, GXR-40SD, GXR-52SD, GXR-68SD, GXR-82SD, GXR-C32SD, GXR-C40SD, GXR-C52SD, GXR-U32SD, GXR-U40SD, RADGEN ECO, RADGEN ECO PLUS	IIb
Digital Imaging System	ACQUIDR, AGATE-S	IIb
Mobile X-ray System	TOPAZ-32D, TOPAZ-40D, JADE-32, JADE-40	IIb
X-ray collimator	DXC-RMH, DXC-RML	IIb

The complete list of devices is filed with the Notified Body

#### Sites covered by this certificate

Site Name	Address
Head office	7FI, E-B/D Gwangmyeong Techno-Park 60, Haan-ro, Gwangmyeong-si, Gyeonggi-do, 14322, Korea
Factory	116-59, Sanho-daero, Gumi-si, Gyeongsangbuk-do, 39377, Korea

#### EU Representative

Obelis s.a. Bd. Général Wahis 53, 1030 Brussels, Belgium

Notice: The Certificate is subject to terms and conditions as set out in the Certification Agreement. Failure to comply may render this Certificate invalid.

NOTIFIED BODY 2460: DNV Product Assurance AS, Veritasveien 3, 1363 Høvik, Norway, Tel +47 67 57 88 00, [www.dnv.com](http://www.dnv.com)

ICP-4-5-11-MDD-f2, rev.0



## Terms and conditions

The certificate is subject to the following terms and conditions:

- Any producer (see 2001/95/EC for a precise definition) is liable for damage caused by a defect in his product(s), in accordance with directive 85/374/EEC, as amended, concerning liability of defective products.
- The certificate is only valid for the products and/or manufacturing premises listed above.
- The Manufacturer shall fulfil the obligations arising out of the quality system as approved and uphold it so that it remains adequate and efficient.
- The Manufacturer shall inform the Notified Body of any intended updating of the quality system and the Notified Body will assess the changes and decide if the certificate remains valid.
- Periodical audits will be held, in order to verify that the Manufacturer maintains and applies the quality system. the Notified Body reserves the right, on a spot basis or based on suspicion, to pay unannounced visits.

The following may render this Certificate invalid:

- Changes in the quality system affecting production:
- Periodical audits not held within the allowed time window.

## Conformity declaration and marking of product

When meeting with the terms and conditions above, the producer may draw up an EC declaration of conformity and legally affix the CE mark followed by the Notified Body identification number.

End of Certificate

인정번호(No.) : KTL-ABBA-10410

## 의료기기 제조 및 품질관리 기준 적합인정서 (Certificate of GMP)

■ 업소명/허가번호 (Company name of Applicant / License No.)

(주)디알젬/제 2648 호  
DRGEM Corporation



■ 업소 소재지 (Company address of Applicant)

경상북도 구미시 산호대로 116-59 (공단동)  
116-59, Sanho-daero, Gumi-si, Gyeongsangbuk-do, 39377 Korea

■ 제조소명 (Name of Manufacturer)

제 조 자 : (주)디알젬(DRGEM Corporation)

■ 제조소 소재지 (Address of Manufacturer)

제 조 자 : 경상북도 구미시 산호대로 116-59  
116-59, Sanho-daero, Gumi-si, Gyeongsangbuk-do, Korea

■ 품목군 (Category)

붙임참조 (See attached list)

의료기기 제조 및 품질관리기준에 적합함을 인정합니다.

(We hereby certify that the above manufacturer complies with Korea  
Good Manufacturing Practices of Medical Devices for the product group listed above)

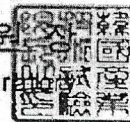
발행일자(Date of Issue) : 2021. 04. 06

유효기간(Date of Expiration) : 2024. 04. 05

**ktl**

한국산업기술시험원

Korea Testing Laboratory



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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 is to the final destinations (Health Facilities as per distribution list presented during tendering process). But suppliers requested the client to make sure that building for installation of machine to be readily available during the installation of the machine to reduce delay to accomplish the assignment as per delivery lead time.

#### **ix. Delivery Time**

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

#### **x. Price Discount**

The Client requested from the Supplier for price discount for both lot 1 and 5 as it is considered Bulky Procurement undertaken at one time. After discussion the Supplier agreed to give price discount of 13,000,000.00. Thus, both parties agreed that price new contract price will be **TZS 10,100,519,130** VAT exclusive

#### **xi. Reporting Requirements**

It was emphasized by the Client to the Supplier that, for the sake of facilitating smooth communications, 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 12: 00 hrs.

Signed by:

Suleman Lukanga : .....  
(Chairperson)

Moses Kiduduye.....  
(M/s Hypermed Healthcare)

Date: 24/05/2022



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## RECORD OF NEGOTIATIONS

Name of the Procuring Entity: PO- RALG

Tender identification No. ME/022/2021/2022/HQ/G/22 LOT 3

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


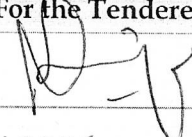
Date of Negotiation: 08/06/2022

PART 1: RECORD OF NEGOTIATIONS	
ISSUE	AGREEMENT (WITH FULL DETAILS)
1. Opening of the meeting by Chairperson	Chairperson opened meeting 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 <sup>th</sup> May, 2022.
2. Confirmation of the Agenda	All agendas confirmed
3. Additional of 72 X- Rays Machine (Double Detectors)	Client described to the Supplier the agenda of additional of 72 X- Rays Machine Double Detectors  After discussion, both parties President's Office Regional Administration and Local Government and M/s Hypermed Healthcare Limited agreed that, the number of X- Rays Machine (Double Detectors) to be increased from 65 Units of previous to 137 Units which is additional of 72 units of X- Rays Machine (Double Detectors)
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 agreed to discount TZS 200,000.00 for each additional Units of X- Rays Machine (Double Detectors) as previous reduced, thus the new contract price will be TZS 21,288,786,474.00 instead of TZS 10,100,519,130.00. Thereafter both parties agreed with the new Contract Price.



5. Delivery period of the X- Rays Machine (Double Detectors)	<p>It was agreed by both Parties that delivery period for 65 X- Rays Machine (Double Detectors) will 12 weeks as previous agreed and the additional 72 X- Rays Machine (Double Detectors) supplier request more 8 weeks to deliver the additional 72 X- Rays Machine (Double Detectors)</p> <p>After Discussion both parties agreed that the delivery period will be 12 weeks for 65 first X- Rays Machine (Double Detectors) and 72 X- Ray Machine will be delivered within 8 additional weeks after signing of the contract.</p>
6. Specification of the additional 72 X- Rays Machine (Double Detectors)	<p>The client requested the supplier to confirm that goods which will be delivered will comply with technical specifications and standards as previously agreed in the negotiations meeting held on 22<sup>nd</sup> May, 2022</p> <p>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.</p>
7. Distribution list of X- Rays Machine (Double Detectors)	<p>Client presented to the Supplier the distribution list for additional 72 X- Rays Machine (Double Detectors).</p> <p>After discussion Supplier agreed distribute the X- Rays Machine (Double Detectors) at no extra cost as per distribution list <i>attached</i>.</p>
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 11:05 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: MOSES KADIDUTE
Position: CHAIRMAN	Position: MANAGING DIRECTOR
Date: 08/06/2022	Date: 08/06/2022

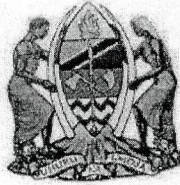




THE UNITED REPUBLIC OF TANZANIA

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



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

In reply please quote:

Ref. No. AD.296/303/01/J/19

08<sup>th</sup> June, 2022

Managing Director,  
M/s Hypermed Healthcare Limited,  
P. O. Box 31409,  
**DAR ES SALAAM.**

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER No. ME/022/2021/2022/HQ/G/22 (LOT 3) – SUPPLY, INSTALLATION, COMMISSIONING OF DIGITAL X – RAYS (DOUBLE DETECTOR DESIGN) FOR HEALTH FACILITIES IN TANZANIA.

Reference is made to the above captioned subject.

2. This is to notify you that, your tender dated 20<sup>th</sup> April, 2022 for execution of the Contract for tender No. ME/022/2021/2022/HQ/G/22 (Lot 3) – Supply, Installation, Commissioning and Maintenance of Digital X – Rays (Double Detector Design) for Health Facilities in Tanzania Mainland is accepted at the contract amount of **Tanzania Shillings Twenty One Billion, Two Hundred Eighty Eight Million, Seven Hundred Eighty Six Thousand, Four Hundred Seventy Four Only (TZS 21,288,786,474.00)** 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*

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Date: 08<sup>th</sup> June 2022

RE: HH/2019/16L/22

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

Dear Sir:

**RE: ACCEPTANCE OF NOTIFICATION OF AWARD OF CONTRACT FOR TENDER**  
**NO: ME/022/2021/2022/HQ/G/22 (LOT 3) -SUPPLY, INSTALLATION,**  
**COMMISSIONING AND MAINTANANCE OF DIGITAL X RAYS (DOUBLE**  
**DETECTORS DESIGN) FOR HEALTH FACILITIES IN TANZANIA**

Reference is made to your notification with Ref no: No.AD.296/303/01/J/19

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

We here by state that, we have accepted the tender No: **ME/022/2021/2022/HQ/G/22 (LOT 3)** -- for supply, installation, commissioning and maintenance of Digital X-Ray (Double Detector design ) at Total contract some of **Tanzania Shillings Twenty One Billion, Two Hundred Eighty Eight Million Seven Hundred Eighty Six Thousand, Four hundred Seventy Four Only (TZS 21,288,786,474.00)**

Thank you for your duly cooperation

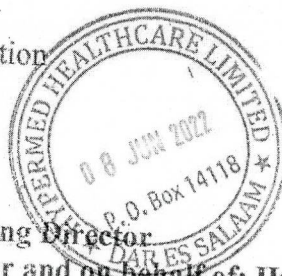
Signed:

Name: Moses Kiduduye

In the capacity of Managing Director

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

Dated on 08<sup>th</sup> day of June 2022





ORODHA YA HALMASHAURI ZILIZOTENGEWA X-RAY

MKOA	HALMASHAURI	KITUO	X-RAY MACHINE
Arusha	Ngorongoro DC	Ngorongoro CH	1
	Karatu DC	Karatu CH	1
Dar Es Salaam	Ubungo MC	Ubungo MH	1
	Kigamboni MC	Kigamboni MH	1
Dodoma	Bahi DC	Bahi CH	1
	Kongwa DC	Kongwa CH	1
Geita	Geita DC	Nzera CH	1
	Nyang'wale DC	Nyang'wale CH	1
Iringa	Kilolo DC	Kilolo CH	1
	Iringa MC	Iringa CH	1
	Iringa DC	Iringa CH	1
Kagera	Missenyi DC	Missenyi CH	1
	Muleba DC	Kiagara CH	1
Katavi	Mlele DC	Mlele CH	1
	Nsimbo DC	Nsimbo CH	1
	Mpimbwe DC	Mpimbwe CH	1
Kilimanjaro	Rombo DC	Rombo CH	1
	Siha DC	Siha CH	1
	Same DC	Same CH	1
Kigoma	Buhigwe DC	Buhigwe CH	1
	Uvinza DC	Uvinza CH	1
	Kakonko DC	Kakonko CH	1
Lindi	Ruangwa DC	Ruangwa CH	1
	Liwale DC	Liwale CH	1
Manyara	Kiteto DC	Kiteto CH	1
	Hanang DC	Hanang CH	1
	Mbulu DC	Mbulu CH	1
Mara	Bunda DC	Bunda CH	1
	Musoma DC	Musoma CH	1
Mbeya	Mbarali DC	Mbarali CH	1
	Mbeya DC	Mbeya CH	1
	Mbeya CC	Mbeya CH	1
Morogoro	Malinyi DC	Malinyi CH	1
	Kilosa DC	Mikumi HC	1
	Mvomero DC	Mvomero CH	1
Mtwara	Masasi DC	Mbuyuni CH	1
	Nanyamba TC	Nanyamba TH	1
	Mtwara DC	Mtwara CH	1
Mwanza	Buchosa DC	Buchosa CH	1
	Kwimba DC	Kwimba CH	1
	Ukerewe DC	Bwisya CH	1
Njombe	Njombe DC	Njombe CH	1
	Wanging'ombe DC	Wanging'ombe DC	1
Pwani	Chalinze DC	Chalinze CH	1
	Kibiti DC	Kibiti CH	1

2



Rukwa	Sumbawanga DC	Sumbawanga CH	1
	Nkasi DC	Nkasi CH	1
Ruvuma	Kalambo DC	Kalambo CH	1
	Nyasa DC	Nyasa CH	1
	Madaba DC	Madaba DH	1
Shinyanga	Shinyanga DC	Shinyanga CH	1
	Msalala DC	Msalala CH	1
Simiyu	Bariadi DC	Bariadi CH	1
	Meatu DC	Meatu CH	1
	Itilima DC	Itilima CH	1
	Mkalama DC	Mkalama CH	1
Singida	Singida DC	singida CH	1
	Ileje DC	Ileje CH	1
Songwe	Songwe DC	Songwe CH	1
	Tunduma TC	Tunduma CH	1
	Sikonge DC	Sikonge CH	1
Tabora	Kaliua DC	Kaliua CH	1
	Bumbuli DC	Bumbuli CH	1
Tanga	Handeni DC	Handeni CH	1
	Muheza DC	Muheza CH	1
	JUMLA		65

ORODHA YA MGAWO WA X-RAY ZA IMF 72 (Addition )			
NA	MKOA	HALMASHAURI	JINA LA KITUO CHA KUTOLEA HUDUMA ZA AFYA
1	Arusha	Longido DC	Longido DH
2	Arusha	Arusha CC	Arusha CH
3	Dar Es Salaam	Temeke MC	Mbagara HC
4	Dodoma	Chamwino DC	Uhuru Hosp
5	Dodoma	Chemba DC	Chemba DH
6	Geita	Mbogwe DC	Mbogwe CH
7	Iringa	Mufindi DC	Mufindi CH
8	Kagera	Bukoba DC	Bukoba CH
9	Kagera	Bukoba DH	Bukoba DH
10	Kagera	Muleba DC	Nshamba hc
11	Kagera	Bihamuro	Nyakanazi HC
12	Katavi	Mpanda DC	Mpanda CH
13	Kigoma	Kigoma DC	Kigoma CH
14	Kigoma	Kasulu DC	Kasulu DH
15	Kigoma	Kigoma DC	Kigoma DH
16	Kigoma	Kakonko	Mugunzu HC
17	Lindi	Liwale DC	Liwale CH
18	Manyara	Babati DC	Babati CH
19	Manyara	Mbulu TC	Mbulu Town Hospital
20	Manyara	Simanjiro	Simanjiro DH
21	Manyara	Mbulu DC	Dongobeshi DH
22	Mara	Rorya DC	Rorya CH
23	Mara	Bunda TC	Manyamanyama HOSP
24	Mara	Rorya DC	Rorya DH
25	Mara	Bunda DC	Isanjo HC
26	Mara	Musoma DC	Makojo HC
27	Mara	Tarime DC	Magoma HC
28	Morogoro	Morogoro DC	Morogoro DH
29	Morogoro	Kilosa DC	Mikumi HC
30	Morogoro	Kilombero DC	Kilombero CH
31	Mtwara	Mtwara DC	Nanguruwe CH
32	Mtwara	Masasi TC	Masasi Town Hosp
33	Mwanza	Misungwi DC	Misungwi CH
34	Mwanza	Sengerema DC	Sengerema CH
35	Mwanza	Nyamagana CC	Nyamagana Hosp
36	Mwanza	Nyamagana CC	Bulale HC
37	Mwanza	Nyamagana CC	Igoma HC
38	Mwanza	Kwimba DC	Mallya HC
39	Mwanza	Kwimba DC	Kwimba CH



40	Mwanza	Ukerewe	Bwisa HC
41	Mwanza	Misungwi	Kolomije HC
42	Mwanza	Sengerema DC	Sengerema DH
43	Mwanza	Magu DC	Kabila HC
44	Pwani	Bagamoyo DC	Bagamoyo DH
45	Pwani	Kibaha DC	Kibaha DC
46	Pwani	Kibaha TC	Kibaha TC
47	Pwani	Chalinze DC	Msoga CH
48	Rukwa	Sumbawanga MC	Sumbawanga MH
49	Ruvuma	Namtumbo DC	Namtumbo DC
50	Ruvuma	Songea DC	Songea DH
51	Songwe	Tunduma TC	Chameri HC
52	Shinyanga	Ushetu DC	Ushetu DH
53	Shinyanga	Kahama TC	Kahama DH
54	Simiyu	Busega DC	Busega DC
55	Singida	Singida DC	Singida DC
56	Songwe	Ileje DC	Ileje DH
57	Songwe	Songwe DC	Songwe DC
58	Tabora	Tabora MC	Tabora MH
59	Tabora	Igunga DC	Igunga DH
60	Tanga	Korogwe DC	Korogwe DC
61	Tanga	Muheza DC	Muheza DC
62	Tanga	Tanga CC	Tanga CH
63	Tanga	Handeni DC	Handeni CH
64	Tanga	Mkinga DC	Mkinga CH
65	Tanga	Tanga CC	Tongoni HC
66	Tanga	Korogwe TC	Mnyusi Mkwakwani
67	Tanga	Kilindi DC	Tunguli HC
68	Mbeya	Mbeya CC	Mbeya CH (Igawilo)
69	Mbeya	Mbeya CC	Nzovwe HC
70	Mbeya	Mbeya DC	Swaya HC
71	Iringa	Iringa DC	Malenga Makali HC
72	Njombe	Wanging'ombe DC	Wanging'ombe HC

Jumla ya Vituo vitakavyopata Mgawo wa Digital X-Ray kwa Fedha za IMF (Addition) ni 72

**MINUTES FOR CONTRACT NEGOTIATION FOR TENDER NO. ME/022/2021/2022/HQ/G/22 LOT 3 SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF DOUBLE DETECTORS DIGITAL X- RAYS MACHINE BETWEEN PO RALG AND M/S HYPERMED HEALTHCARE LTD.**

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

Date: 24<sup>th</sup> May, 2022

Time: 10:00 hours – 12:00

**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.	Moses Kiduduye	HYPERMED HEALTH CARE LIMITED	Director
7	Hamza Abdy Ally	HYPERMED HEALTH CARE LIMITED	Procurement Officer

**1.0 Introduction**

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

1.2 At its 3<sup>rd</sup> ordinary meeting held on 15<sup>th</sup> May, 2022 the President's Office, Regional Administration and Local Government (PO-RALG) Tender Board (MTB) awarded the contract for *Tender No. ME/022/2021/2022/HQ/G/22 for Lot 3 for Supply, Installation, Commissioning and Maintenance of digital X-Rays (Double Detectors) for Health Facilities in Mainland Tanzania* to **M/s Hypermed Healthcare Ltd** of P. O Box 14118 Dar es Salaam at a



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

1.4 Negotiations were based on the following issues:

- i. Opening of the Meeting;
- ii. Adoption of Agenda;
- iii. Presentation of Power of Attorney;
- iv. Source of Fund to implement the project/assignment;
- v. Quality of devices to be supplied as per specifications;
- vi. Manufacturer Authorization letter from Manufactures of products;
- vii. Training schedule and plan on how to use the devices to be supplied;
- viii. Installation of devices/ Machine Technique;
- ix. Availability of local based technical support personnel and their CVs ;
- x. Warrant, Standards and Technical Support of the Machine and Devices;
- xi. Maintenance of items for 5 years and life span of not less than 10 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 10:00 local time. The chairperson introduced himself and the participants.

**ii. Adoption of agenda**

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

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

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

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

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

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

The client requested the supplier to confirm that goods which will be delivered will comply with technical specifications and standards. The Supplier confirmed that all items which will be delivered to PO RALG will be of good quality as per specifications. The supplier submitted the Manufacturer's Authorization letters from **DRGEM** (Manufacturer) of Digital X Ray Machine this is to show the items will be coming from the right source and quality as per specifications and performance machines. 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. 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. There will be one Technical Personnel in each place where machine will be installed for the purpose of providing training to users or operators. Likewise, Online and On Job Training will be carried out through out five (5) years comprehensive maintenance period where by one Biomedical Engineer will be assigned in all six (6) zones where machine are expected to be installed. The client advised the supplier that is better to for the first time to collect all radiographers and biomedical personnel available at the places where machine will be allocated and 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.

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



# STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

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

WE the undersigned HYPERMED HEALTHCARE LIMITED of Trust House, 2<sup>nd</sup> Floor, Plot No. 58/29B, Mwinyijuma Road, Mwananyamala Komakoma, Kinondoni District, with Post Office Box 14118 Dar es Salaam by virtue of authority conferred to us by the Board Resolution No. 015 of 14<sup>th</sup> day of April 2022, do hereby ordain nominate and appoint MOSES DEOGRATIAS KIDUDUYE of Plot number 334/43, House number KIM-MWG 334, Bamaga, Kijitonyama, Kinondoni District, Dar es Salaam to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of Tender number ME/022/2021/2022/HQ/G/22 that is to say;

To act for the company and do any other thing or things incidental for Tender number ME/022/2021/2022/HQ/G/22 of 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 for LOT 1, 2 and 3 for 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 powers 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 substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said HYPERMED HEALTHCARE LIMITED and delivered in the presence of us this 17<sup>th</sup> day of April 2022.

IN WITNESS whereof we have signed this deed on this 17<sup>th</sup> day of April 2022, at Dar es Salaam for and on behalf of HYPERMED HEALTHCARE LIMITED.

SEALED and DELIVERED by the  
Common Seal of RASHID SAID on behalf of  
HYPERMED HEALTHCARE LIMITED  
This 17<sup>th</sup> day of April 2022

}  
.....  
DONOR

BEFORE ME:

.....  
COMMISSIONER FOR OATHS



ACKNOWLEDGEMENT

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

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

.....  
DONEE

BEFORE ME

.....  
COMMISSIONER FOR OATHS

