

BENJAMIN MKAPA HOSPITAL



**CONTRACT NO. PA/148/2021-2022/G/89-03 FOR THE
SUPPLY, INSTALLATION, TESTING, COMMISSIONING, TRAINING
AND MAINTENANCE OF DIGITAL X RAY MACHINE FOR BENJAMIN
MKAPA HOSPITAL AND SINGIDA REGIONAL REFERRAL HOSPITAL**

BETWEEN

BENJAMIN MKAPA HOSPITAL

AND

M/S KAS MEDICS LIMITED

JANUARY, 2022

SECTION 1: FORM OF CONTRACT

THIS AGREEMENT made the 11 day of January 2022

BENJAMIN MKAPA HOSPITAL, P.O.BOX 11088, DODOMA of Tanzania (hereinafter called "the PE") of the one part and **M/S KAS MEDICS LIMITED, P.O BOX 7856, DAR ES SALAAM** of Tanzania (hereinafter called "the Supplier") of the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., **Supply, Installation, Testing, Commissioning Training and Maintenance of Digital X-Ray Machine for Benjamin Mkapa Hospital and Singida Regional Referral Hospital** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **Tanzania Shillings Six Hundred Eight Million (TZS 608,000,000.00) Vat Exclusive** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
 - a. This form of contract;
 - b. the Form of Tender and the Price Schedule submitted by the Tenderer;
 - c. the Schedule of Requirements;

- d. the Technical Specifications
- e. The Special Conditions of Contract;
- f. the GCC;
- g. the Purchaser's Letter of Acceptance; and
- h. the Certificate of Contract Commencement
- i. the Negotiation minutes
- j. the Power of Attorney

3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The PE 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.
5. This agreement shall include Warranty and Comprehensive Maintenance including spare parts for the next five (5) years from the date of Installation, commissioning, Training and Acceptance of Equipments.
6. The PE hereby covenants to pay the Supplier in consideration of supply of those goods and services in the sum of **Tanzania Shillings Six Hundred Eight Million (TZS 608,000,000.00) Vat Exclusive** (hereinafter called "the Contract Price").

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed and SEALED with COMMON SEAL
For and on behalf of **BENJAMIN MKAPA HOSPITAL**



In our presence

Name: **DR. ALPHONCE B. CHANDIKA**

Signature: _____

Address: **P.O. BOX 11088, DODOMA TANZANIA**

Designation: **EXECUTIVE DIRECTOR**

For and on behalf of **SINGIDA REGIONAL REFERRAL HOSPITAL**

In our presence

Name: **DR. DEOGRATIUS G. BANUBA**

Signature: _____

MEDICAL OFFICER INCHARGE
SINGIDA REGIONAL REFERRAL HOSPITAL

Address: **P.O. BOX 104, SINGIDA TANZANIA**

Designation: **MEDICAL OFFICER INCHARGE**

IN WITNESS WHEREOF;

Name; Alfred Joseph Kanani

Signature; _____

Address **P.O. BOX 11088, DODOMA TANZANIA**

Title; **Commissioner for Oath**

Signed and SEALED with COMMON SEAL

For and on behalf of **M/S KAS MEDICS LIMITED,**
P.O BOX 7856, DAR ES SALAAM

In our presence

Name; CHARLES LINTU

Signature; [Handwritten Signature]

Title; SALES ADMIN EXECUTIVE

KAS MEDICS LTD.
P. O. BOX 7856
DAR-ES-SALAAM
TANZANIA

IN WITNESS WHEREOF

Name MARTIN GODFREY SANGARA

Signature; [Handwritten Signature]

Date; 11/11/2022

Address; 11298 DAR ES SALAAM

Title; Commissioner for Oath



SECTION 2: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. 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 GCC
Definitions (GCC 1)		
1.	1.1	The Purchaser is: Executive Director Benjamin Mkapa Hospital P.O. Box 11088 DODOMA
	1.1 (d)	Commencement Date is 12/01/2022
2.	1.1 (j)	The Supplier is: M/s Kas Medics Limited, P.O Box 7856, DAR ES SALAAM
3.	1.1 (q)	The Project is: Supply, Installation, Testing, Commissioning Training and Maintenance of Digital X Ray Machine for Benjamin Mkapa Hospital and Singida RRH
	1.1 (m)	Intended Delivery Date (including Installation, Testing, Commissioning and Training) is 30/04/2022
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be: English
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of the United Republic of Tanzania
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is; USA
Performance Security (GCC 10)		
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: ten (10) percent of the Contract Price
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2.
Inspections and Tests (GCC 11)		
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of

		Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PE in order to ensure that the goods are manufactured in compliance with the contract.
		Packing (GCC 12)
10.	12.2	The following SCC shall supplement GCC 12.2: The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.
		Delivery and Documents (GCC 13)
11.	13.1	<p>For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) insurance certificate; (v.) Manufacturers or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
12.	13.3	<p>For Goods from within the United Republic of Tanzania: Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate;

		<p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(v.) Certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. NOT APPLICABLE</p>
Insurance (GCC 14)		
13.	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.
Incidental Services (GCC 16)		
14.	16.1	Incidental services to be provided are: APPLICABLE
Spare Parts (GCC 17)		
15.	17.1	<p>Additional spare parts requirements are:</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit.</p>
Warranty (GCC 18)		
16.	18.2	<p>GCC 17.2—In partial modification of the provisions, the warranty period shall be 60 months from date of installation, Commissioning, Training and acceptance of the goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p>or</p> <p>(b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: One (1) Month
Payment (GCC 19)		

18.	19.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in <i>currency of the Contract Price</i> in the following manner:</p> <p>i. Advance Payment: 65 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a BANK GUARANTEE for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering Documents or another form acceptable to the PE.</p> <p>ii. On Shipment: - NOT APPLICABLE percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 10.</p> <p>iii. On delivery and acceptance: NOT APPLICABLE percent of the Contract Price of Goods received shall be paid within thirty (30) days of delivery, receipt, inspection and acceptance of the Goods that conform to specifications and upon submission of claim supported by the acceptance certificate issued by the PE.</p> <p>iv. On Acceptance: 35% of the Contract Price shall be paid to the Supplier within thirty (30) days after installation, commissioning, training and upon issuing of acceptance certificate after successful completion for the respective delivery issued by the PE.</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be Not Applicable
Prices (GCC 20)		
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. Not Applicable
Liquidated Damages (GCC 26)		
21.	25.1	Applicable rate: 0.2 per cent per day of undelivered materials/good's value. Maximum deduction is equal to the performance security (10% of contract price)
Procedure for Dispute Resolution (GCC 32)		
23.	32.3	Arbitration institution shall be Tanzania Institute of Arbitrators

		(TIA) Place for carrying out Arbitration DAR ES SALAAM, TANZANIA
		The dispute shall be referred to the adjudicator within 28 days
		The appeal shall be made to the Arbitrator within 28 days
24.	33.1	Appointing Authority for the Adjudicator shall be Tanzania Institute of Arbitrators (TIA)
	Notices (GCC 35)	
26.	35.1	<p>—Procuring Entity’s address for notice purposes:</p> <p>EXECUTIVE DIRECTOR BENJAMIN MKAPA HOSPITAL P.O. BOX 11088 DODOMA</p> <p>—Supplier’s address for notice purposes: M/S KAS MEDICS LIMITED, P.O BOX 7856, DAR ES SALAAM</p>

SECTION 3: GENERAL CONDITIONS OF THE CONTRACT (GCC)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <p>a) The Adjudicator is the person appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in General Conditions of the Contract (GCC) 31 hereunder.</p> <p>b) The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.</p> <p>c) "The Contract" means the agreement entered into between the Procuring Entity (PE) 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.</p> <p>d) The Commencement Date is the date when the Supplier shall commence execution of the contract as specified in the SCC</p>
			<p>e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract</p>
			<p>f) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract Days are calendar days</p> <p>g) A Defective Goods are those goods which are below standards, requirements or specifications stated by the Contract.</p>
			<p>h) "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 PE under Contract.</p> <p>i) "Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC 3.</p> <p>j)</p>

				"The Purchaser" means the person named as purchaser in the SCC and the legal successors in title to this person
			k)	"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.
			l)	"GCC" means the General Conditions of Contract contained in this section.
			m)	The Intended Delivery Date is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC
			n)	"SCC" means the Special Conditions of Contract.
			o)	"The PE" means the entity purchasing the Goods and related service, as named in SCC .
			p)	"The Supplier " means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the PE and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
			q)	"The Project Name" means the name of the project stated in SCC.
			r)	"Day" means calendar day.
			s)	"Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
			t)	"End User" means the organization(s) where the goods will be used, as named in the SCC .
			u)	"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.
			v)	"Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means

			<p>w) an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>x) The Supplier is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by the Employer</p> <p>y) The Supplier's Tender is the completed Tender document submitted by the Supplier to the Employer</p>
2.	Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Certificate of Contract Commencement (6) Specifications (7) Contractor's Tender, and (8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3.	Conditions Precedent	3.1 3.2 3.2	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:- a) Submission of performance Security in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee. If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect; If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver)he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the PE shall be written in the language specified in SCC . Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the Laws of the United Republic of Tanzania , unless otherwise specified in SCC .
6.	Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7.	Standards	7.1	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.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	The Supplier shall not, without the PE'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 PE 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 as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the PE's prior written consent, make use of any document or information enumerated in GCC 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in

			GCC 7.1 shall remain the property of the PE and shall be returned (all copies) to the PE on completion of the Supplier's performance under the Contract if so required by the PE.
		8.4	The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall indemnify the PE 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.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the PE by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the PE directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10.	Performance Security	10.1	The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC .
		10.2	The proceeds of the performance security shall be payable to the PE 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 in one of the following forms:
		a)	A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the PE, in the form provided in the Tendering Documents or another form acceptable to the PE; or
		b)	A cashier's or certified check.
		10.4	The performance security will be discharged by the PE 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 otherwise specified in SCC .

		10.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the PE 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 Test	11.1	The PE or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the PE. SCC and the Technical Specifications shall specify what inspections and tests the PE 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.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PE.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the PE may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the PE.
		11.4	The PE's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the PE's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the PE or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC 10 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 SCC , and in any subsequent instructions ordered by the PE.
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 as specified in SCC .
		13.2	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "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 SCC .
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 .
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 PE 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 Project 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.
16.	Incidental Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC :
		a)	Performance or supervision of on-site assembly and/or

			start-up of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e)	Training of the PE's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		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.
		16.3	The Supplier shall and hereby undertake to provide maintenance of equipment's or machines supplied and cost quoted and included in the consideration in this agreement.
17.	Spare Parts	17.1	As specified in SCC , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
		a)	Such spare parts as the PE may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b)	In the event of termination of production of the spare parts: i) advance notification to the PE of the pending termination, in sufficient time to permit the PE to procure needed requirements; and ii) following such termination, furnishing at no cost to the PE, the blueprints, drawings, and specifications of the spare parts, if requested.

18.	Warranty	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the PE, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC .
		18.3	The PE shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the PE other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC , the PE may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the PE may have against the Supplier under the Contract.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC .
		19.2	The Supplier's request(s) for payment shall be made to the PE 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 13, and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the PE, within sixty (60) days after submission of an invoice or claim by the Supplier. If

			the PE makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in 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.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	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 SCC or in the PE's request for Tender validity extension, as the case may be.
21.	Change Orders	21.1	The PE may at any time, by a written order given to the Supplier pursuant to GCC 22, make changes within the general scope of the Contract in any one or more of the following:
			a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the PE;
			b) The method of shipment or packing;
			c) The place of delivery; and/or
			d) The Services to be provided by the Supplier.
		21.2	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 PE's change order.
		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract 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.

22.	Contract Amendments	22.1	Subject to GCC 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	Assignment	23.1	Neither the PE nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	Subcontracts	24.1	The Supplier shall consult the Procuring Entity in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC 5.
25.	Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
		25.2	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 Procuring Entity 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 Procuring Entity 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.
		25.3	Except as provided under GCC 28, 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 26, unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.

26.	Liquidated Damages	26.1	Subject to GCC Clause 28, 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 Procuring Entity 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 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 performance security specified in SCC . Once the said maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.
27.	Termination for Default	27.1	The Procuring Entity or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:
			a) 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 Procuring Entity pursuant to GCC Clause 24; or
			b) the Supplier fails to perform any other obligation(s) under the Contract;
			c) Supplier's failure to submit performance security within the time stipulated in the SCC;
			d) the supplier has abandoned or repudiated the contract.
			e) The Procuring Entity or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
			f) a payment is not paid by the Procuring Entity to the Supplier after 84 days from the due date for payment;
			g) the Procuring Entity gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Entity; and
			h) if the Procuring Entity determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		For the purpose of this clause:	

		<p>"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;</p> <p>"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;</p> <p>"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</p> <p>"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 Procuring Entity and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;</p> <p>"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Contract;</p>
	27.4	<p>In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Entity 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 Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>

<p>28.</p>	<p>Force Majeure</p>	<p>28.1</p> <p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p>
		<p>28.2</p> <p>If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure 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 Procuring Entity in writing or in electronic forms that provide record of the content of communication, 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.</p>

29.	Termination for Insolvency	29.1	The Procuring Entity 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 which has accrued or will accrue thereafter to the Procuring Entity.
30.	Termination for Convenience	30.1	The Procuring Entity, 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 Procuring Entity's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	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 Procuring Entity at the Contract terms and price. For the remaining Goods, the Procuring Entity 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.
31.	Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC .
		31.2	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
		31.3	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.

32.	Procedure for Disputes	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC .
		32.2	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC .
33.	Replacement of Adjudicator	33.1	Should the Adjudicator resign or die, or should the Employer and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the contract, a new Adjudicator will be appointed by the Appointing Authority.
34.	Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
		a)	The supplier shall not be liable to the Procuring Entity, 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 Procuring Entity; and
		b)	The aggregate liability of the Supplier to the Procuring Entity, 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 or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement..
35.	Notices	35.1	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 SCC .
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of

			Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

SECTION 4: APPENDICIES

APPENDIX I: SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

NO	Item Descriptions	Unity of Measure	Qty	Delivery schedule (shipment) in weeks
1	Digital X Ray Machine	Each	2	1 to 14 weeks

DELIVERY POINT

LOT NO. 1. BENJAMIN MKAPA HOSPITAL-DODOMA

SN	ITEM DESCRIPTION	QTY	PRICE UNIT	TOTAL AMOUNT
1	Digital X Ray machine	1	304,000,000.00	304,000,000.00

LOT NO. 2. SINGIDA REGIONAL REFERRAL HOSPITAL-SINGIDA

SN	ITEM DESCRIPTION	QTY	PRICE UNIT	TOTAL AMOUNT
1	Digital X Ray machine	1	304,000,000.00	304,000,000.00

APPENDIX II: TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

DIGITAL X-RAY

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.

Patient dose display

Axis should rotate 360 degree

Floor fixed.

Five years comprehensive Maintenance inclusive.

High speed rotating anode and exposure should be 50 – 150KV and 0-600mA. Heat strength capacity of the anode at least 150,000HU.

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.

The workstation should provide basic functions for image processing and be compatible to other HIS

Displayed Parameters: The console monitor should display patient ID, Exposure factors, warning sign and other important parameters.

Components: Patient table:

Mounted on heavy duty four castors with brakes 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

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

Dust cover for control unit to be supplied.

Protection against insect and rodent ingress to be incorporated.

Electrical Requirements: Should meet Tanzania Electrical Standards (Voltage of between 220-240V with the standard frequency of 50Hz) with type G adaptor System.

Accessories: Protective gear (lead apron minimum of 2 small, 2 medium and 2 large), Goggles (Minimum 1 small, 1 medium and 1 large). Gonad shields (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.

It should come with the Power Backup System with capacity of power storage for not less than 15 Minutes.

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

Radiation protective gears: X-ray should come with;

(i) two (2) pairs of lead aprons with back protection 0.35/0.25mmPb,

(ii) two (2) pairs of Thyroid Shield Model Classic 0.35mmPb

(iii) two (2) pairs of Patient Apron with belt 0.50mmPb Leadlite W/G-30 L-30

DICOM compatibility

Minimum PACS system with server

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 two weeks.

Training for BME at least 2 weeks from Manufacturer

Warranty and Maintenance

2 years warranty, three years comprehensive Maintenance and spare parts inclusive.

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).

Lifetime support; spare parts, consumables should be available throughout the lifetime period of the machine.

Uptake time should be a minimum of 90%.

Proof of locally available technical support personnel, including CVs and work permit for foreign personnel.

Availability of technical personnel within the country should be stated; this should include CVs, work permits for foreign personnel.

Software should be flexible and provide the room for upgrade to add new parameters to be measured by the Machine and report format.

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.

Life span: Life span of the machine should be not less than 10 Years.

Risk Classification: As per ISO 14971:2007- Application of risk management to medical devices.

Regulatory Approval / Certification: TAEC, TBS and TMDA

Mobilization tools

- Table belts
- Foam pads
- Sand bags

COMPREHENSIVE MAINTENANCE SCHEDULE

S/N	DESCRIPTION	PERIOD
1	Year 1	Two PM (preventive) and Two CMI (Curatives)
2	Year 2	Two PM (preventive) and Two CMI (Curatives)
3	Year 3	Two PM (preventive) and Two CMI (Curatives)
4	Year 4	Two PM (preventive) and Two CMI (Curatives)
5	Year 5	Two PM (preventive) and Two CMI (Curatives)

APPENDIX III: LETTER OF ACCEPTANCE

THE BENJAMIN MKAPA HOSPITAL

P.O. Box 11088
Dodoma, Tanzania
Email: info@bmh.or.tz



Fax: +255-26-2963711
Phone: +255-26-2963710
Website: www.bmh.or.tz

REF. No. CLA.225/334/01/627

6th January, 2021

M/s Kas Medics Ltd,
PO BOX 7856,
DAR ES SALAAM.

RE: TENDER NO. PA/148/2021-2022/G/89-03 FOR THE CONTRACT FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRAINING OF RADIOLOGY EQUIPMENT (X-Ray Machine) FOR BENJAMIN MKAPA HOSPITAL

This is to notify you that your tender dated 16th November, 2021 for execution of the Supply, Installation, Testing, Commissioning and Training of Radiology Equipment (**X-Ray Machine**) For Benjamin Mkapa Hospital Tender No PA/148/2021-2022/G/89-03, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of **Tanzania Shillings six hundred eight million (TZS 608,000,000.00) Vat Inclusive**, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We hereby confirm **Tanzania Institute of Arbitrators (TIA)**, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 44.1

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

Dr. Alphonse B. Chandika
EXECUTIVE DIRECTOR

Copy to:

The Controller and Auditor General,
P. O. Box 950,
41104 Dodoma

Chief Executive Officer
Public Procurement Regulatory Authority
PSPF Building 9th Floor, Jakaya Kikwete Road
P.O. Box 2865
DODOMA

Assistant Internal Auditor General - Technical Audit Section,
Internal Auditor General's Division,
1 Treasury Square Building
18 Jakaya Kikwete Road
P.O. Box 2802,
40468 Dodoma

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



**APPENDIX IV: FORM OF TENDER AND THE PRICE SCHEDULE
SUBMITTED BY THE TENDERER**

KAS MEDICS LIMITED

Your partner in progressive healthcare



FORM OF TENDER

Date: 06th December 2021

To:

EXECUTIVE DIRECTOR
BENJAMIN MKAPA HOSPITAL
P.O. BOX 11088
DODOMA

Having examined the Tendering Documents including Addenda Nos: **NIL**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver, **SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRAINING OF DIGITAL X RAY MACHINE FOR BENJAMIN MKAPA HOSPITAL, SINGIDA RRH** in conformity with the said Tendering Documents for the sum of **Tanzania Shillings: 580,000,000/- (Five Hundred Eighty Million Only)** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

We are hereby confirming Tanzania Institute of Arbitrators (TIA), to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 40.1

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

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

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

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

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

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

KAS MEDICS LIMITED

Your partner in progressive healthcare



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

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

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

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

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

Signed: _____

A handwritten signature in black ink, appearing to read 'Charles Lintu'.

**KAS MEDICS LTD.
P. O. Box 7856
DAR-ES-SALAAM
TANZANIA**

Dated this 06th day of December, 2021.

Name: **Charles Lintu**

In the Capacity of **Sales Administrative Executive**

Duly authorized to sign Tender for and on behalf of: **KAS MEDICS LTD**

KAS MEDICS LIMITED

Your Partner in Progressive Healthcare

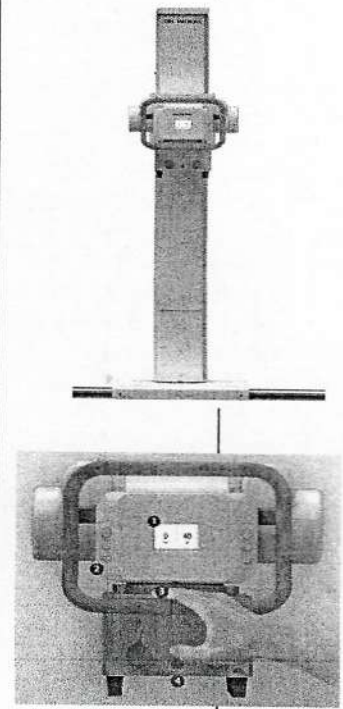


O:
EXECUTIVE DIRECTOR
BENJAMINI MKAPA HOSPITAL
P. O. BOX 3592
DAR ES SALAAM.

IFT No.: PA/148/2021-2022/G/89-3
Date: 06th December, 2021

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRAINING OF DIGITAL X RAY MACHINE
FOR BENJAMIN MKAPA HOSPITAL, SINGIDA RRH.**

QTY	UNIT PRICE	TOTAL PRICE TZS			
1	FMT DM-FMT	DEL MEDICAL FLOOR MOUNTED DIGITAL RADIOGRAPHIC X-RAY SYSTEM. Del Medical Floor Mounted Tube Stand Item Features: - Platform Tube Mount - Telescopic vertical column with Tube support and operator controls - 10 ft. (305 cm) longitudinal rail standard - Focal Spot Travel - Transverse Travel 10.75 in. (27 cm) - Vertical Travel 62.75 in. (160 cm) - Minimum ceiling height = 87 in. (221 cm) - Pressure activated 180° column rotation - ±180° Tube rotation about the horizontal axis - Control buttons for the following actions: (located on the Control handle) - Longitudinal lock, Transverse lock, vertical lock, column rotation roll lock, All locks and automatic detent stops (both horizontal and vertical) - Centering detent aligns Focal Spot to image receptor - Electromagnetic locks	2	290,000,000.00	580,000,000.00
	COL-RALCO-M	Ralco Certified Manual Collimator - External adjustment of mirror angulation - High luminosity power LED for light field projection. LED cluster life: 50,000 hours - Timer that limits cluster ON time to 30 seconds - Radiation shielding: 150 kVp - 4 mA - Minimum inherent filtration 2mm aluminum equivalent. (1mm on request) - Continuous film coverage from min. 00 x 00cm to max. 48 x 48cm at 100cm FFD (SID)	2		
	DM-CM50DR	Del Medical CM Series DR 50kW, 630mA, High Frequency Three Phase Generator - 150 kVp - Digital Interface for integration with Digital Radiography systems - Anatomical Programming with 768 programmable technique selections - one, two, or Three point technique selection - two Bucky Capability - power Cabinet with Auxiliary power Supply - Tube Protection Circuitry - Integrated service software assists in calibration and service	2		



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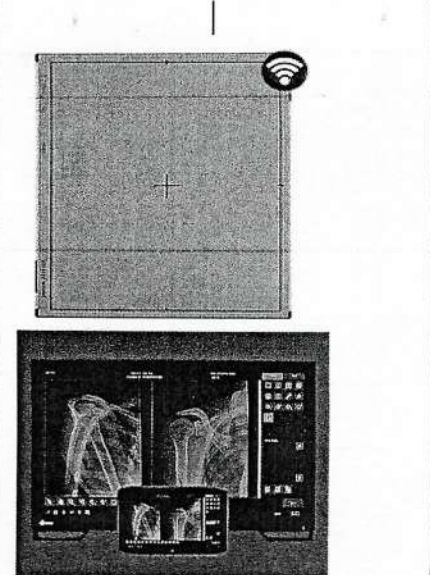
TUBE-E7255-90	<ul style="list-style-type: none"> - Self-diagnostic Circuitry with error code recording for fast trouble shooting <p>Toshiba E7255FX Tube - 90° cable arms, 0.6x1.2mm FS, 300kHU, 150kVp, 12° target, 4 anode"</p>	2	
DM-AEC-INT-2ION	AEC kit with interface board and two (2) Ion Chambers	2	
DM-CAB-HV-30	30' Generator High Voltage Cables, 150 kVp	2	
DM-RT100	<p>Del Medical RT100 Table with Four-Way Float Top</p> <p>Item Features:</p> <ul style="list-style-type: none"> - 700 lb. (318kg) patient load capacity - 86.5 x 31.9 Fiber-Resin table-top - 40in (102cm) Longitudinal Transverse table-top movement - Foot treadle lock controls for Longitudinal and Transverse table-top movement - All-steel welded design for maximum strength and reliability 	2	
DM-GC-TRAY	Grid cabinet, 17 in. x 17 in. (43cm x 43cm) and One deluxe, heavy-duty manual cassette tray	2	
GRID-103-10-34	103 Line, 10:1 Ratio, 34-44" Grid	2	
DM-VS100	<p>Del Medical VS100 Wall Stand (model 3546E)</p> <ul style="list-style-type: none"> - Electromagnetic locks - Dual counterweight cables for added safety - Vertical travel range of 58.38 in. (148.28cm) - Height 86.75 in. (220.4cm) (includes vertical travel) - Depth: 13 in. (33cm) - Width with receptor, 23.25 in. (59cm) - Depth with receptor, 13 in. (33cm) - Receptor height, 23.38 in. (59.4cm) - Maximum focal spot height, 72.38 in. (183.84cm) - Minimum focal spot height, 14 in. (35.6cm) - Weight, 258lb (117kg) - 0.4mm front panel aluminum equivalency 	2	
DM-GC-TRAY	<ul style="list-style-type: none"> - Power Requirements, 24 V DC - ETL Listed <p>Grid cabinet, 17 in. x 17 in. (43cm x 43cm) and One deluxe, heavy-duty manual cassette tray</p>	2	
GRID-103-10-40	103 Line, 10:1 Ratio, 40-72" Grid	2	
DW-E14C-W	<p>DelWorks E-Series DR System w/ one (1) 14x17" Wireless Cesium Detector, & EDR Workstation</p> <p>System Includes:</p> <ul style="list-style-type: none"> - One (1) E14C Detector - One (1) Detector Configuration Cable - Two (2) Detector Batteries - One (1) 3-bay Battery Charger - One (1) Wireless Access Point - One (1) DelWorks Workstation PC & Software - One (1) 23" Mult-Touch Display <p>DelWorks E14C 14x17" Wireless Cesium Detector:</p> <ul style="list-style-type: none"> - Detector Size: 14 x 17" (35 x 43cm) - Scintillator: Cesium Iodide (CsI) - Active Area: 13.8 x 16.8" - Pixel Matrix: 2400 x 2880 - Pixel Pitch: 148 Micron 	2	

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- Dimensions: 15 x 18 x 0.6"
- Weight: 6.17 lbs. w/ Battery
- Bit Depth: 16 bit A/D
- Image Display: 3-6 seconds
- Cycle Time: 9 seconds
- Exposure Window: Up to 3.2 seconds
- Auto Exposure Detection: Yes
- Limiting Resolution: 3.5lp/mm
- DelWorks Workstation Software:
 - Intuitive Technologist Exposure Guidance
 - Advanced image Processing and Algorithms
 - image Reject Tracking and Analysis
 - CD/DVD/USB Drive Export/Output
 - DICOM Store, Print, and Modality Worklist
- DelWorks Workstation Hardware:
 - PC: Intel Core i5 3.2Ghz Processor, 16GB RAM, 1TB HD, DVD+/-RW, Windows 10
 - Professional 64-bit, Keyboard & Mouse
 - 23" Widescreen Multi-Touch Color Display



Dust cover for control unit to be supplied.

Training, Installation and Utilization

Inclusive of Delivery to sites, Installations, BME'S onsite trainings, Radiographer's & Radiologists onsite training during training within 3-4 days and Commissioning of the systems.

TOTAL OF MAIN MACHINE WITH 2 DETECTORS, INSTALLATION AND ONSITE USER TRAINING AND 3 YEARS WARRANTY

580,000,000

Manufacturer: DEL MEDICAL

Country of Origin: USA

Delivery Period: 80 to 90 Days

Warranty: 3 years standard

Payment: 65% In Advance and 35% After Installation and Trainig

NOTE: Price includes all local Taxes.

irms

elivery Charges, Installation and Trainig Charges Included

elivery Destination: DDP to Benjamini Mkapa Hospital and Singida RRH

id Validity Period: 120 days

uthorized Signatory: CHARLES LINTU In the Capacity of SALES ADMINISTRATIVE EXECUTIVE

gnature:

ate: 06th December, 2021

IGNED FOR: KAS MEDICS LIMITED

KAS MEDICS LTD.
 P. O. Box 7856
 DAR-ES-SALAAM
 TANZANIA

KAS MEDICS LIMITED

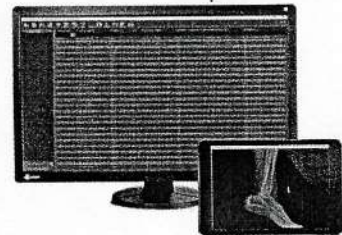
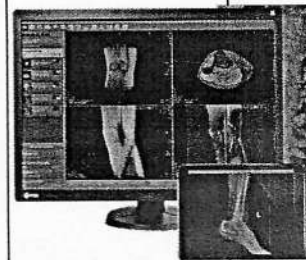
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OPTIONAL ACCESSORIES.

PLEASE CHOOSE AS PER YOUR REQUIREMENT

o.	CODE	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE TZS
2		X-Ray Protection Safety items 2 Pairs each size			
a	1149	FRONT SIDE LEAD APRON Sizes (S, M & L)	12	650,000.00	7,800,000.00
b	CRPG	X-RAY PROTECTIVE GOGGLES (S, M & L)	12	600,000.00	7,200,000.00
c	GLV	X-RAY PROTECTIVE SURGICAL GLOVES (S, M & L)	12	350,000.00	4,200,000.00
d	5102	THYROID COLLAR (S, M & L)	12	220,000.00	2,640,000.00
e	5701M	GONAD FOR MALE (S, M & L)	12	260,000.00	3,120,000.00
3		TRAINING, INSTALLATION AND UTILIZATION			
	SVR1	APPLICATION TRAINING FOR USERS FOR 4 DAYS FOR EACH USER (RADIOGRAPHER) BY MANUFACTURER	2	9,500,000.00	19,000,000.00
	SVR2	SERVICE TRAINING FOR BME 4-5 DAYS FOR EACH ENGINEER BY MANUFACTURER	2	9,500,000.00	19,000,000.00
4	SVR3	EXTENDED WARRANTY AND MAINTENANCE			
		Comprehensive Maintenance with Service(Labor) and and Spare Parts Per year for 2 machines	2	48,000,000.00	96,000,000.00
5		POWER BACKUP SYSTEM UPS BACK UP	2	44,533,160.00	89,066,320.00
		65KVA			
		Battery Model Ritar 100 ah 12V			
		Backup - 30 Mins.			
5	Mini PACS	<p>EXTENDED WORKSTATIONS 3 SETS PER X-RAY SYSTEM EvoView Small Office PACS System With 3 Concurrent User Licences Software Features:</p> <ul style="list-style-type: none"> - Window width/Window level, Image magnification, zoom, and panning - Measurement tools, markers, and annotations - Cine Image playback with export ability to a variety of Image and video formats - Customizable hanging protocols with single and multi-monitor support - Import DICOM and standard Image file formats (JPEG, BMP, etc.) - CD/DVD burning with embedded Image viewer - Configurable automatic and manual Image routing to DICOM Store destinations - DICOM and Windows print - DICOM Query and Retrieve (SCU/SCP) - Individual user profiles and preference customization - user Role-based access and audit-trail for HIPAA compliance - Basic Reporting (.txt & .rtf) with PDF export <p>Included Software:</p> <ul style="list-style-type: none"> - One (1) EvoView SystemManager Server License 	2	31,000,000.00	62,000,000.00



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- Three (3) EvoView Concurrent User Licenses Included Hardware:			
- One (1) PC/Server: Intel Core 3.6GHz Processor, 16GB RAM, Two (2) x 2TB HD (RAID1), DVD+/-RW, Windows 10 Professional 64-Bit, Keyboard & Mouse			
- Three (3) 24" Widescreen Color Display: TFT IPS LCD, WLED Backlight, 1920x1200 (16:10 Aspect Ratio), 350cd/m2, DICOM preset			
- One (1) 4TB Backup Drive (Internal)			
		OPTIONALS TOTAL	310,026,320.00

Manufacturer: DEL MEDICAL

Country of Origin: USA

Delivery Period: 80 to 90 Days

Warranty: 3 years standard

Payment: 65% In Advance and 35% After Installation and Training

NOTE: Price includes all local Taxes.

Terms

Delivery, Installation and Training Charges Included

Delivery Destination: DDP to Benjamini Mkap Hospital and Singida RRH

Validity Period: 120 days

Authorized Signatory: CHARLES LINTU In the Capacity of SALES ADMINISTRATIVE EXECUTIVE

Signature:

Date: 06th December, 2021

IGNED FOR: KAS MEDICS LIMITED

KAS MEDICS LTD.
 P. O. Box 7856
 DAR-ES-SALAAM
 TANZANIA

APPENDIX VI: NEGOTIATION MINUTES

RECORD OF NEGOTIATIONS

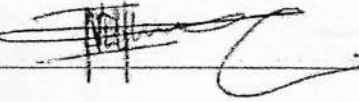
Name of the Procuring Entity: Benjamin Mkapa Hospital
Tender ID No.: PA/148/2021-2022/G/89-03
Subject of Procurement: Supply, Installation, Testing, Commissioning and Training of Radiology Equipment for Dodoma RRH.
Method of Procurement: Single Source Procurement.
Name of bidder: KasMedics Ltd.
Date of Negotiation: 22nd December 2021

PART 1: RECORD OF NEGOTIATIONS

ISSUE	AGREEMENT (WITH FULL DETAILS)
Omission of Items from Supplier Quoted price schedule	<p>It was agreed by all parties that the following items should be omitted from the Supplier Quotation as following;</p> <ul style="list-style-type: none"> • Application training for users for 4days for each user by manufacturer cost Tzs 19,000,000 • Service training for BME 4-5 days for each engineer by manufacturer cost Tzs 19,000,000 • Power backup system UPS back up 65KVA, Battery model Ritar 100ah 12V, back up 30min cost Tzs 89,066,320 • All of these cost Tzs 127,066,320 for two X Ray Machine.
Change on specification	<p>It was agreed by all parties that Extended workstations 3 sets per x ray system Evo view small office PACS system with 3 concurrent user licenses change to 1 set per x ray with Evo view small office PACS System with 5 concurrent user licenses, The price will be affected from 31,000,000 to 18,000,000 per 1 set.</p> <p>Supplier provide the Discount of Tzs 4,000,000.00 from Tzs 18,000,000 to Tzs 14,000,000 per 1 set.</p>
An offer to be included to the warranty	<p>It was agreed by all parties that supplier will provide an offer the following items</p> <ul style="list-style-type: none"> • Front side lead apron size (S,M,I) • X ray protection goggles (S,M,I) • X ray protection surgical gloves (S,M,I) • Thyroid collar • Gonad for male <p>Total cost Tzs 24,960,000.00 (This cost will not be included</p>

	in the total cost)
Warranty for 5 years for equipment and maintenance cost for 5 years	It was agreed by all parties that Supplier will offer One (3) year warranty plus two years warranty include the cost of Comprehensive maintenance, all spares' parts are inclusive.
Discount on Contract Price	<ul style="list-style-type: none"> It was agreed by all parties that after all changes happen the Supplier is offering a price discount on the cost of the X ray Machine, where the cost of the x ray machine will be reduced from Tzs 352,533,160 to Tzs 304,000,000 per one x ray machine. Based on the above discount The Total Contract will be Tzs 608,000,000.00 (This cost includes cost of X-ray machine, all accessories, X-Ray Protection Safety items 2 Pairs each size and EvoView Small Office PACS System With 5 Concurrent User Licences) (Excluding Training by Manufacturer and Ups Backup).
Delivery period	It was agreed by all parties that this contract will be for a period of 4 month from date of signing the contract.
Confirmation of Site engineer	It was agreed by all parties that Supplier will make sure there is available Site Engineer during the contract execution for 5 years of comprehensive maintenance.
Payment schedule	It was agreed by all parties that the payment will be made in two installments, the first installment Supplier will be paid 65% in advance and 35% after installation and training.
Training	It was agreed by all parties that Supplier will provide user training.

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

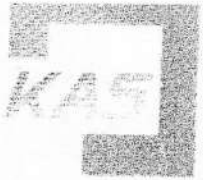
For the Procuring Entity	For the Tenderer/Consultant
Signature: 	Signature: 
Name: DR. HAGNA NUTHU	Name: Dominic Mbithi
Position: CHAIRPERSON CHAIRMAN	Position: Manager Sales and Service
Date: 04/01/2022	Date: 04 th January, 2022

KAS MEDICS LTD.
P. O. Box 7856
DAR-ES-SALAAM
TANZANIA

APPENDIX VII: POWER OF ATTORNEY

KAS MEDICS LIMITED

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SPECIAL POWER OF ATTORNEY

Date: 06th December, 2021.

To:
Executive Director,
Benjamin Mkapa Hospital Tender Board,
Third Floor, Room no 87, P.O Box 1108,
Dodoma.

THAT BY THIS POWER OF ATTORNEY given on the 06th December, 2021.

WE the undersigned **KAS MEDICS LIMITED** of **Vingunguti Industrial Area, Plot No. 11, Umoja Complex Warehouse, 1st Floor, UF09&10**, by virtue of authority conferred to us, do hereby ordain nominate and appoint **CHARLES LINTU** of **P. O. Box 7856 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 Tender No. **PA/148/2021-2022/G/89-03** is to say;
To act for the company and do any other thing or things incidental for Tender No. **PA/148/2021-2022/G/89-03** of Supply of X-ray machine for (BMH, Singida RRH).

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


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

SEALED with the common seal of the said **KAS MEDICS LIMITED** and delivered in the presence of us this 06th day of December, 2021.

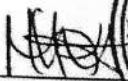

IN WITNESS whereof we have signed this deed on this 06th day of December, 2021 at **Vingunguti Industrial Area, Plot No. 11, Umoja Complex Warehouse, 1st Floor, UF09&10** for and on behalf of **KAS MEDICS LIMITED**

SEALED and DELIVERED by the
Common Seal of **KAS MEDICS LIMITED**
This
06th day of December, 2021.

}


DONOR (signature)

BEFORE ME:



COMMISSIONER FOR OATHS

KAS MEDICS LTD.
P. O. Box 7856
DAR-ES-SALAAM
TANZANIA

KAS MEDICS LIMITED

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ACKNOWLEDGEMENT

I **CHARLES LINTU** do hereby acknowledge and accept to be Attorney of the said **KAS MEDICS 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
CHARLES LINTU identified to me

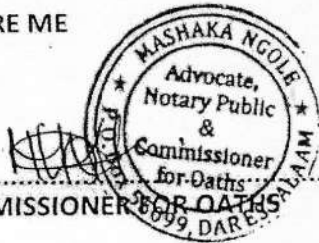
by **PADAM DAS**
The latter known to me personally
This **06th** day of **December, 2021**.



A handwritten signature in black ink, appearing to read 'Padam Das'.

.....
DONEE

BEFORE ME



.....
COMMISSIONER

KAS MEDICS LTD.
P. O. Box 7856
DAR-ES-SALAAM
TANZANIA