

BENJAMIN MKAPA HOSPITAL



**CONTRACT NO. PA/148/2021-2022/G/88 FOR THE SUPPLY,
INSTALLATION, TESTING, COMMISSIONING, TRAINING AND
MAINTENANCE OF ICU, EMD AND LABORATORY EQUIPMENTS FOR
BENJAMIN MKAPA HOSPITAL, MIREMBE HOSPITAL SINGIDA
REGIONAL REFERRAL HOSPITAL
TABORA REGIONAL REFERRAL HOSPITAL
AND DODOMA REGIONAL REFERRAL HOSPITAL**

BETWEEN

BENJAMIN MKAPA HOSPITAL

AND

M/S ANUDHA LIMITED

DECEMBER, 2021

SECTION 1: FORM OF CONTRACT

THIS AGREEMENT made the 23 day of December 2021

BENJAMIN MKAPA HOSPITAL, P.O.BOX 11088, DODOMA of Tanzania (hereinafter called "the PE") of the one part and **M/s Anudha Limited, P.O Box 5982, 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 ICU, EMD and Laboratory Equipments for Benjamin Mkapa Hospital, Mirembe Hospital Singida Regional Referral Hospital, Tabora Regional Referral Hospital and Dodoma 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 Three Billion Six Hundred Fifty Nine Million Eight Hundred Forty One Thousand Seven Hundred Fifty (TZS 3,659,841,750.00) Vat Inclusive** (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 Three Billion Six Hundred Fifty Nine Million Eight Hundred Forty One Thousand Seven Hundred Fifty (TZS 3,659,841,750.00) Vat Inclusive** (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: _____
Alphonce B. Chandika

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

Designation: **EXECUTIVE DIRECTOR**

This *23rd* Day of *December* 2021



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

In our presence

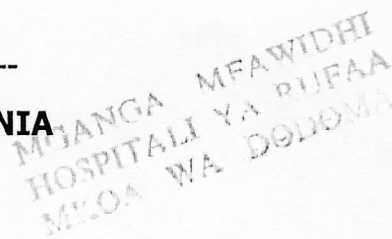
Name: **DR. IBENZI ERNEST**

Signature: _____
Ibenzi Ernest

Address: **P.O. BOX 904, DODOMA TANZANIA**

Designation: **MEDICAL OFFICER INCHARGE**

This *23rd* Day of *December* 2021



For and on behalf of **MIREMBE HOSPITAL**

In our presence

Name: **DR. PAUL S. LAWALA**

Signature: _____
Paul S. Lawala

Address: **P.O. BOX 910, DODOMA TANZANIA**

Designation: **EXECUTIVE DIRECTOR**

This *23rd* Day of *December* 2021

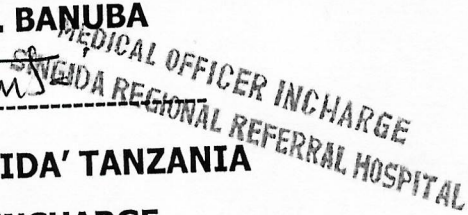


For and on behalf of **SINGIDA REGIONAL REFERRAL HOSPITAL**

In our presence

This 23rd Day of December, 2021

Name: **DR. DEOGRATIAS G. BANUBA**
Signature: [Signature]
Address: **P.O. BOX 104, SINGIDA' TANZANIA**
Designation: **MEDICAL OFFICER INCHARGE**

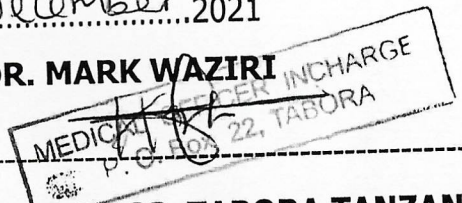


For and on behalf of **TABORA REFERRAL HOSPITAL**

In our presence

This 23rd Day of December, 2021

Name: **DR. MARK WAZIRI**
Signature: [Signature]
Address: **P.O. BOX 22, TABORA TANZANIA**
Designation: **MEDICAL OFFICER INCHARGE**



IN WITNESS WHEREOF;

Name; Alfred Joseph Kanani

Signature; [Signature] #145 23/12/2021

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

Title; **Commissioner for Oath**



Signed and SEALED with COMMON SEAL

For and on behalf of **M/S ANUDHA LIMITED,**
P.O BOX 5982, DAR ES SALAAM

In our presence

Name; ANURAA HASSIYA
Signature; [Signature]
Title; THE DIRECTOR
This 22nd Day of December 2021



IN WITNESS WHEREOF

Name Victor Mhoro

Signature; [Signature]

Date; 23rd December, 2021

Address; P.O. Box 315 Dsm

This 23rd Day of December 2021



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 01/01/2022
2.	1.1 (j)	The Supplier is: M/s Anudha Limited, P.O Box 5982, DAR ES SALAAM
3.	1.1 (q)	The Project is: Supply, Installation, Testing, Commissioning Training and Maintenance of ICU, EMD and Laboratory Equipments for Benjamin Mkapa Hospital, Mirembe Hospital, Singida RRH, Kitete RRH and Dodoma 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; China, Italy, India
		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;

		<p>(iii.) Manufacturer's or Supplier's warranty certificate;</p> <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> <ul style="list-style-type: none"> i. Advance Payment: 50 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. 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. 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. iv. On Acceptance: 50% 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.
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	<p>Applicable rate: 0.2 per cent per day of undelivered materials/good's value.</p> <p>Maximum deduction is equal to the performance security (10% of contract price)</p>
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
24.	33.1	Appointing Authority for the Adjudicator shall be Tanzania Institute of Arbitrators (TIA)
Notices (GCC 35)		
26.	35.1	—Procuring Entity's address for notice purposes: EXECUTIVE DIRECTOR BENJAMIN MKAPA HOSPITAL P.O. BOX 11088 DODOMA —Supplier's address for notice purposes: M/S ANUDHA LIMITED, P.O BOX 5982, DAR ES SALAAM

SECTION 3: GENERAL CONDITIONS OF THE CONTRACT (GCC)

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			<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>
			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>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.

			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>

28.	Force Majeure	28.1	<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>
		28.2	<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	ICU Bed	Each	108	1 to 16 weeks
2	Patient Monitor	Each	90	1 to 16 weeks
3	Crash Cart Trolley	Each	16	1 to 16 weeks
4	Nebulizer	Each	8	1 to 16 weeks
5	Blood and Fluid Warmer	Each	17	1 to 16 weeks
6	Infusion Pump/Volumetric pump	Each	43	1 to 16 weeks
7	Syringe Pump	Each	62	1 to 16 weeks
8	Defibrillator	Each	8	1 to 16 weeks
9	Instrument Trolley	Each	12	1 to 16 weeks
10	Adjustable Mayo Table	Each	21	1 to 16 weeks
11	Class II Biosafety cabinet	Each	1	1 to 16 weeks
12	Pharmaceutical refrigerator	Each	2	1 to 16 weeks
13	Air mattress	Each	22	1 to 16 weeks
14	Cardiac Table	Each	26	1 to 16 weeks
15	Stretcher collapsible trolley	Each	7	1 to 16 weeks
16	Central Monitoring Station 16 Channel	Each	4	1 to 16 weeks
17	Central vein catheter (CVC)	Each	85	1 to 16 weeks
18	Universal traction unit for Lumbar and cervical	Each	6	1 to 16 weeks
19	Oxygen Concentrator	Each	15	1 to 16 weeks
20	Pop Cutter	Each	6	1 to 16 weeks
21	Resuscitator/Ambubag	Each	40	1 to 16 weeks
22	Stethoscope	Each	40	1 to 16 weeks
23	ABS Multifunction transportation trolley	Each	32	1 to 16 weeks
24	Ventilator	Each	6	1 to 16 weeks

ICU AND EMD EQUIPMENTS DELIVERY POINT

LOT NO. 1. BENJAMIN MKAPA HOSPITAL-DODOMA

SN	ITEM DESCRIPTION	ICU	PRICE UNIT	TOTAL AMOUNT
1	ICU Bed	22	6,555,000.00	144,210,000.00
2	Patient Monitor	10	16,815,000.00	168,150,000.00
3	Crash Cart Trolley	2	1,795,500.00	3,591,000.00
4	Blood and Fluid Warmer	2	6,175,000.00	12,350,000.00
5	Infusion Pump/ Volumetric pump	12	2,945,000.00	35,340,000.00
6	Syringe Pump	12	2,850,000.00	4,200,000.00
7	Defibrillator	2	25,555,000.00	51,110,000.00
8	Class II Biosafety cabinet	1	14,250,000.00	14,250,000.00
9	Air mattress	22	80,000.00	8,360,000.00
10	Cardiac Table	16	04,000.00	4,864,000.00
11	Stretcher collapsible trolley	3	1,045,000.00	3,135,000.00
12	Ventilator	2	62,700,000.00	125,400,000.00
TOTAL AMOUNT				604,960,000.00

LOT NO. 2. MIREMBE HOSPITAL-DODOMA

SN	ITEM DESCRIPTION	EM D	ICU	TOTAL QTY	PRICE UNIT	TOTAL AMOUNT		GENERAL TOTAL
						EMD	ICU	
1	ICU Bed	6	10	16	6,555,000	39,330,000	65,550,000	104,880,000
2	Patient Monitor	10	10	20	16,815,000	168,150,000	168,150,000	336,300,000
3	Crash Cart Trolley	1	2	3	1,795,500	1,795,500	3,591,000	5,386,500
4	Nebulizer	1	1	2	408,500	408,500	408,500	817,000
5	Blood and Fluid Warmer	2	3	5	6,175,000	12,350,000	18,525,000	30,875,000
6	Infusion Pump/Volume tric pump	4	6	10	2,945,000	11,780,000	17,670,000	29,450,000
7	Syringe Pump	5	10	15	2,850,000	14,250,000	28,500,000	42,750,000
8	Defibrillator (Model: Bene Heart D6 with C02)	1	1	2	25,555,000	25,555,000	25,555,000	51,110,000
9	Instrument Trolley	3	1	4	361,000	1,083,000	361,000	1,444,000
10	Adjustable Mayo Table	3	4	7	361,000	1,083,000	1,444,000	2,527,000

11	Central Monitoring Station 16 Channel	0	1	1	27,930,000	-	27,930,000	27,930,000
12	Central vein catheter (CVC)	10	20	30	42,750	427,500	855,000	1,282,500
13	Universal traction unit for Lumbar and cervical	2	0	2	18,050,000	36,100,000	-	36,100,000
14	Oxygen Concentrator	2	3	5	2,375,000	4,750,000	7,125,000	11,875,000
15	Pop Cutter	2	0	2	807,500	1,615,000	-	1,615,000
16	Resuscitator/Ambubag	10	5	15	71,250	712,500	356,250	1,068,750
17	Stethoscope	10	10	20	52,250	522,500	522,500	1,045,000
	SUB TOTAL					319,912,500	366,543,250	686,455,750

LOT NO. 3. DODOMA REGIONAL REFERRAL HOSPITAL-DODOMA

SN	ITEM DESCRIPTION	ICU	EMD	TOTAL	PRICE UNIT	TOTAL AMOUNT		GENERAL TOTAL
						ICU	EMD	
1	ICU/EMD Bed	20	5	25	6,555,000	131,100,000	32,775,000	163,875,000
2	Patient Monitor	20		20	16,815,000	336,300,000	-	336,300,000
3	Crash Cart Trolley	6		6	1,795,500	10,773,000	-	10,773,000
4	Nebulizer	2		2	408,500	817,000	-	817,000
5	Blood and Fluid Warmer	1	1	2	6,175,000	6,175,000	6,175,000	12,350,000
6	Infusion Pump/Volumetric pump	5		5	2,945,000	14,725,000	-	14,725,000
7	Syringe Pump	5	5	10	2,850,000	14,250,000	14,250,000	28,500,000
8	Pharmaceutical refrigerator	1	1	2	11,400,000	11,400,000	11,400,000	22,800,000
9	Central Monitoring Station 16 Channel	1		1	27,930,000	27,930,000	-	27,930,000
10	ABS Multifunction transportation trolley	17	15	32	2,375,000	40,375,000	35,625,000	76,000,000
	SUB TOTAL					593,845,000	100,225,000	694,070,000

LOT NO. 4. SINGIDA REGIONAL REFERRAL HOSPITAL-SINGIDA

SN	ITEM DESCRIPTION	ICU	EMD	TOTAL	PRICE UNIT	TOTAL AMOUNT		GENERAL TOTAL
						ICU	EMD	
1	ICU Bed	9	9	18	6,555,000	58,995,000	58,995,000	117,990,000
2	Patient Monitor	8	7	15	16,815,000	134,520,000	117,705,000	252,225,000
3	Crash Cart Trolley	1	2	3	1,795,500	1,795,500	3,591,000	5,386,500
4	Nebulizer	1	1	2	408,500	408,500	408,500	817,000
5	Blood and Fluid Warmer	1	2	3	6,175,000	6,175,000	12,350,000	18,525,000
6	Infusion Pump/Volumetric pump	2	4	6	2,945,000	5,890,000	11,780,000	17,670,000
7	Syringe Pump	5	5	10	2,850,000	14,250,000	14,250,000	28,500,000
8	Defibrillator (Model: Bene Heart D6 with C02)	1	1	2	25,555,000	25,555,000	25,555,000	51,110,000
9	Instrument Trolley	2	2	4	361,000	722,000	722,000	1,444,000
10	Adjustable Mayo Table	2	5	7	361,000	722,000	1,805,000	2,527,000
11	Cardiac Table	5	5	10	304,000	1,520,000	1,520,000	3,040,000
12	Stretcher collapsible trolley	1	3	4	1,045,000	1,045,000	3,135,000	4,180,000
13	Central Monitoring Station 16 Channel	1		1	27,930,000	27,930,000	-	27,930,000
14	Central vein catheter (CVC)	10	15	25	42,750	427,500	641,250	1,068,750
15	Universal traction unit for Lumbar and cervical		2	2	18,050,000	-	36,100,000	36,100,000
16	Oxygen Concentrator	2	3	5	2,375,000	4,750,000	7,125,000	11,875,000
17	Pop Cutter	2		2	807,500	1,615,000	-	1,615,000
18	Resuscitator/Ambubag	4	6	10	71,250	285,000	427,500	712,500
19	Stethoscope	5	5	10	52,250	261,250	261,250	522,500

20	Ventilator	1	1	2	62,700,000	62,700,000	62,700,000	125,400,000
						349,566,750	359,071,500	708,638,250

LOT NO. 5. TABORA REGIONAL REFERRAL HOSPITAL-TABORA

SN	KIFAA	ICU	EM D	TOT AL	PRICE UNIT	TOTAL AMOUNT		GENERAL TOTAL
						ICU	EMD	
1	ICU Bed	5	20	25	6,555,000	32,775,000	131,100,000	163,875,000
2	Patient Monitor	10	10	20	16,815,000	168,150,000	168,150,000	336,300,000
3	Crash Cart Trolley	1	1	2	1,795,500	1,795,500	1,795,500	3,591,000
4	Nebulizer	1	1	2	08,500	408,500	408,500	817,000
5	Blood and Fluid Warmer	2	3	5	6,175,000	12,350,000	18,525,000	30,875,000
6	Infusion Pump/Volumetric pump	5	5	10	2,945,000	14,725,000	14,725,000	29,450,000
7	Syringe Pump	10	5	15	2,850,000	28,500,000	14,250,000	42,750,000
8	Defibrillator (Model: BeneHeart D6 with C02)	1	1	2	25,555,000	25,555,000	25,555,000	51,110,000
9	Instrument Trolley	1	3	4	361,000	361,000	1,083,000	1,444,000
10	Adjustable Mayo Table	2	5	7	361,000	22,000	1,805,000	2,527,000
11	Central Monitoring Station 16 Channel	1	0	1	27,930,000	27,930,000	-	27,930,000
12	Central vein catheter (CVC)	20	10	30	42,750	855,000	427,500	1,282,500
13	Universal traction unit for Lumbar and cervical	1	1	2	18,050,000	18,050,000	18,050,000	36,100,000
14	Oxygen Concentrator	2	3	5	2,375,000	4,750,000	7,125,000	11,875,000
15	Pop Cutter	0	2	2	807,500	-	1,615,000	1,615,000
16	Resuscitator/ Ambubag	5	10	15	71,250	356,250	712,500	1,068,750
17	Stethoscope	5	5	10	52,250	261,250	261,250	522,500
18	Ventilator	1		1	62,700,000	62,700,000	-	62,700,000
	TOTAL					400,244,500	405,588,250	805,832,750

APPENDIX II: TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

SN	ITEM	DESCRIPTION
1	ICU BED	<p>Fully Motorized ICU Bed) 5 Section PP Tops, 125mm Twin Wheel Castors. Central Locking Mech., Rubber Buffers at 4 corners Handset, ACP Box, Battery Back Up, SMPS Bed Extension, Linen Holder, Night Lamp, Angle Indicator. Polymer</p> <ul style="list-style-type: none"> - Moulded Head and Foot Panels (Removable) - Polymer Moulded Split Safety Rails (2 sets) Urine Bag Holder (Single) S.S Heavy Duty I.V. Pole (2 hooks) <p>Premium mattress, single section, 4", with wave shape on both sides, High quality, high density, flame retardant foam and cover fabric having flame retardant, antibacterial, antiskid properties Mattress for Bed Extension</p>
2	PATIENT MONITOR	<p>Modular & Suitable for Adult/Pediatric/ Patients monitoring Minimum 15 inches multi colour TET display screen. Five years comprehensive Maintenance inclusive</p> <p>Eight Channel digital and waveforms/traces display Capability of storage of patient data and printing of patient report</p> <p>Facility to monitor and display:-ECG, Respiration, NIBP, SpO2, EtCO2 and Temperature. ECG</p> <p>3 or 5 lead with cascade waveform facility Monitoring, Diagnostic & OT modes of monitoring ECG lead Simultaneous Multi - lead ECG monitoring of 7 ECG lead. HR range 20-350 bpm.</p> <p>HR/PR Source selection facility from Automatic, SpO2 IBP and NIBP PULSE OXYMETRY: Display of Plethsmograph with Pulse strength indicator & SpO2 values and perfusion index. SpO2 range 1 - 100% and PR Range 20 - 230 BPM</p>
3	CRASH CART TROLLEY	<p>Made of aluminum and high density polyethylene 5" castors standard with five drawers made of aluminum composite and high density polyethylene Built-in Security Rail Top corrosion resistant, high density polyethylene 5 4 qt Sharps Dispenser with mount which can be mounted on left or right along with waste container Mount made of high density polyethylene Waste Container with Mount which can be mounted on left or right side along with sharps dispenser Mount made of high density polyethylene</p>

		<p>Crash Cart Handle: Made of high density polyethylene 360 degree Locking Defibrillator Mount with Security Straps: Holds up to 15lbs</p> <p>Made of high density polyethylene Crash Cart Cardiac Board: Made of high density polyethylene: Made of high density polyethylene Oxygen Tank Mount with Security Straps: Made of high density polyethylene</p> <p>Holds sizes D & E oxygen tanks Telescoping I.V. Pole with Mount: Two loop design.</p> <p>Extends to a maximum of 72 inches Breakaway Drawer Locks: Individual drawers or gang lock for all drawers available</p> <p>Features Delivered fully assembled, no tools required Top constructed of solid high density polyethylene 100% Total Replacement Lifetime Guarantee 31 x 42 x 24 inches (width, height depth), 88 pounds Lightweight aluminum composite construction Multiple accessories available for any application 5" enclosed high compressive nylon rubber castors Adjustable and customizable built in track system</p>
4	NEBULIZER	<p>Electrical powered with accessories Portable, compressor driven nebulizer pump Easy to operate and sturdy design for use in demanding environment Cup capacity minimum 3ml to max 10ml Nebulization approximate 0.3 to 0.8 ml/min Residual Volume maximum 2ml Flow delivery range (under load) 0.5 to max 10 L/min Operating temperature +5 to +50° C Humidity up to 65% Power Supply 220 - 240V, 50Hz, 50W Supplied with: 1 atomizer body piece 1 pediatric reusable mouth piece 1 adult reusable mouth piece 2 air tubing 9mm diameter and 1 m length Dosage cup Reusable pediatric and adult masks</p>
5	BLOOD AND FLUID WARMER	<p>Fluid Temperature Range: 33 - 37°C Heat Transfer Method: Dry heat Time to heat from 23°C to usable range (33 - 37°C) : 30 - 40 minutes</p> <p>High Temperature protection set point: 37°C Temperature: Operation Mode: +5°C to +40°C Humidity: Operation Mode: -30% to 75% non-condensing Supply Voltage: Warmer, 15 VDC Power Supply: 220 - 240V, 50Hz</p>
6	INFUSION PUMP/ VOLUMETRIC PUMP	<p>One Channel at least Capable of accepting any kind o fluids (solutions and medications) Pump Capabilities: Flow Range: 0</p> <p>1 to > 999 ml/hr Increments: 0</p> <p>1 - 100 ml/hr Keep Vein Open (KVO) Rate: 1 - 5 ml/hr Volume to be Infused Selector (VTBI): 1 - 9999 ml Flow Rate Accuracy of +/- 5% When multiple channel automatic</p>

		<p>piggybacking Ingress protection not less than IPX2 Front Panel lockout Self-check carried out on powering on Events Stored System: Log book Pause Infusion Facility required Anti-bolus System to reduce pressure on sudden release of occlusion IV Set Free-Flow Protection and Air Trapping Capability Needleless IV connection "Dose Error" reduction system preferable Drug library software available, including updates (free during warranty)</p> <p>Air Bubble Detector with single and cumulative functions preferable Clearly visible optical alarms Acoustic Alarm not less than 45Db Real Time Display Availability of a Nurse call system connectable to a staff alerting system, 24V/0</p> <p>Occlusion upstream and downstream Air in line and System malfunction Set loaded improperly and Door Open Infusion Complete and Loss of mains power Low Battery and Clinical Advisory Messages Consumables labeled "single use" Compatible Administration Set: 100</p> <p>Battery with operating time at least 4 hours at 25 ml/hr Automatic switch from AC mains power mode to battery operating mode and vice versa</p>
7	SYRINGE PUMP	<p>Microprocessor controlled programmed syringe pump Programming: Up to 99 steps of speed and time' Time Resolution: 0 to 999 minutes in 1 minute steps Time Resolution can be selected individually for each program step Accuracy: +- 1% Reproducibility: +/-0.2%</p> <p>Syringes: Glass, plastic. Metal syringes from 5 micro-liter to over 150ml Flow Rate Range: Depends on the inner syringe diameter 0.4nl/min with a 5ml syringe to 110ml/min with a 150ml syringe</p> <p>Maximum Force: 300N reducible by a switch to 80N Motor: Microprocessor controlled brushless long life BLDC motor with Neodymium magnets Transmission: Efficient force transmission by a ball screw with highest mechanical load capacity of 12,000N Pusher Travel: 120mm Pusher Travel Rate: Minimum: 0</p> <p>08 mm/min Maximum: 80 mm/min Speed Control Range: 0 to 999 Non-volatile Memory: Storage of all settings Power Supply: 220 - 240V, 50Hz Interface: RS-485 or RS-232 automatic valve control Remote Control: 0 - 10V Operation Temperature: 0 - 40oC Operation Humidity: 0 - 90% RH not condensing</p>
8	DEFIBRILLATOR	<p>Should be a Low Energy Biphasic defibrillator monitor with Recorder, having capability to deliver shocks from 2 Joules to 200Joules. Five years comprehensive Maintenance</p>

		<p>inclusive.</p> <p>Should monitor ECG through paddles, pads and monitoring electrodes and defibrillate through pads and paddles</p> <p>Should compensate for body impedance for a range of 25 to 150 ohms.</p> <p>Should have charging time of less than 5 seconds for maximum energy.</p> <p>Should have High resolution more than 8 inch colour display for viewing monitoring parameters like ECG, SpO2, NIBP and EtCO2 with 4 waveform capability of 4 seconds</p> <p>Both Adult and Pediatric paddles should be available</p> <p>Should have event summary facility for recording and printing at least 55 events</p> <p>Should have a battery capable of usage for at least 5 hours of monitoring</p> <p>Should be capable of printing Reports on event summary, configuration, self-test, battery capacity etc Should have facility for self test/check before usage and set up function.</p> <p>Should have facility to monitor parameters like SpO2, NIBP and etCO2 along with non-invasive pacing (Demand and Fixed mode) facility</p> <p>Should be able to upgrade the defibrillator for 12 lead ECG monitoring and ECG transmission System</p> <p>Configuration Accessories, spares and consumables: Defibrillator with AED and external Pacemaker - 1pc Adult with built in Pediatric External Paddles - 1pc Patient Cables - 1pc ECG Rolls 50 Adult SpO2 reusable Sensor - 1pc Adult NIBP Cuff and Hose - 1pc EtCO2 Tubing (box of 20) -1box AED Multifunction Pads for Adults - 10 pairs with Each unit.</p> <p>The unit shall be capable of operating continuously in ambient temperature of 5 to 45oC and relative humidity of up to 95%</p> <p>Shall meet General Requirements of safety for Electromagnetic Compatibility.</p> <p>Power Input: 240 VAC, 50Hz</p>
9	INSTRUMENT TROLLEY	<p>Stainless steel shelves and railings Available in full stainless steel/powder coated frame. Stainless steel bottom and top shelves with railing on top shelf Frame Mounted on 100 mm diameter wheels Overall Size: L 710 mm x W460 mm x H830 mm</p>
10	ADJUSTABLE MAYO TABLE	<p>Height adjustable by foot 75 mm swivel castors Dimensions: Width 60 cm, Depth 40 cm and Height 120 -</p>

		130 cm Made of stainless steel with removable top tray
11	CLASS II BIOSAFETY CABINET	Bsc 1500ii B2 X class II Three protection levels: operator, sample and environment. Airflow system: 0% air restriction, 100% HEPA filtered. Internal size: 940x600x660 mm 37.01x23.62x25.98in External size: 110x750x2250 mm, 43.31x29.53x88.58 in
12	PHARMACEUTICAL REFRIGERATOR	External Size(W*D*H) mm 1220*860*1885 Capacity1000L Temp. Range 2°C~8°C Temp. Accuracy 0.1°C Control System Microprocessor Control, Large Screen LED Display Alarm Audible and visual alarm for: High and low temperature, Power failure alarm, Sensor failure, Door ajar Refrigeration Type: Forced air refrigeration system Refrigerant: R600a, CFC Free R134a, CFC Free Condenser & Evaporator: Bundy tube condenser Defrost: Auto defrost Door: Glass door with heat reflection film Glass door with electric heating Construction Structure: Unibody Design & Mono-assembly foaming (Rigid polyurethane insulation material) Internal Material Embossed aluminum sheet Cold-rolled steel coated with anti-bacteria powder External Material PCM Cold-rolled steel coated with anti-bacteria powder Shelves :10 pcs Door Glass door with heat reflection film Glass door with electric heating Consumption 136W 170W 180W 560W Power Supply AC110/220V±10%, 50/60Hz Standard Accessory LED Lamp, shelves, door keys, USB port, probe access port(BPR-5V588 & BPR-5V1000) Optional Accessory Temperature recorder Package Size(W*D*H)mm 1340*980*2100 Gross weight 248kg
13	AIR MATTRESS	Fabric: Waterproof fabric with zippers 10cm high density foam, 28kg/M3

		3 sides zippers. can be compressed and roll up packing 100% rebounded
14	CARDIAC TABLE	high quality movable plywood overbed table food table for hospital size:L800xW400xH750-1000mm packing size:880x510x470mm(two pcs/package) material: plywood and coated steel
15	STRETCHER COLLAPSIBLE TROLLEY	hospital transport patient trolley ABS manual stretcher with side rail material: ABS size: L1950xW640xH610-910mm packing size: 1960x700x620mm function: back section, Hi-Lo
16	CENTRAL MONITORING STATION 16 CHANNEL	General Description Modular and Suitable for Adult/Paediatric/ Patient monitoring Minimum 15" multi colour TET display screen Eight Channel digital and waveforms/traces display Capability of storage of patient data and printing of patient reports. Five years comprehensive Maintenance inclusive. Parameters: Eight digital and waveforms/traces display Facilities to monitor and display ECG, Respiration, NIBP, Et CO2, SpO2 and Temperature ECG Multichannel (uo to 12 lead) ST segment analysis 3 or 5 lead with cascade waveform facility Monitoring, Diagnostic and OT modes of monitoring of ECG Simultaneous Multi-lead ECG monitoring of 7 ECG lead Heart Rate (HR) Range: 2 - 350 bpm HR/PR Source selection facility from Automatic, SpO2 IBP and NIBP Automatic arrhythmia detection alarm for standard and lethal arrhythmia Pulse Oximetry Nellcor or Masimo technology Display of Plethysmograph with Pulse Strength indicator and SpO2 values and perfusion index SpO2 Range: 1 - 100% PR Range: 20 to 230bpm ETCO2 Should be Main stream capnography with display of CO2 and digital Values of EtCO2, FiCO2 and RR EtCO2 Range: 0 - 99 mmHg FiCO2 Range 0 - 20 mmHg Flow Rate: 50ml/min NIBP Measurement and display of systolic, diastolic and mean pressure values of NIBP measurement for Adult, Child and Neonate Use selectable alarm settings: Mode: Manual, STAT (continuous 5 minute operation) and automatic (selectable time interval 2 - 90 minutes) Range: 20 - 250 mmHg Temperature Two channel and with two units (oC and o F

	<p>) selectable Temperature Range: 0 - 50oC Option for differential temperature Should be provided Respiration: RR range 1 - 150 bpm Apnea alarms should be provided Trends and Alarms 72 hours Non volatile graphical/ tabular trends with zoom facility and separate dedicated trend for storing minimum 200 NIBP readings Should have Alarm recall facility for last 24 Alarm events with date, time and message Should have facility to print Graphical trend, tabular trend and alarm recall Recorder In-built dual channel thermal array recorder Include Laser Printer and dual channel strip chart recorder Others Defibrillator and Cautery protection should be provided Should work on Mains as well as Battery (backup for 2 hours) Automatic zoom in facility in the monitor display Should have facility to download trend data on USB and SD Card Supplied complete with all standard accessories and consumables that will enable the machine to operate Power Supply: 220 - 240V,50 Hz CENTRAL STATION Central Station should have facility to display up to 20 real time waves at a time and upgradable Central Station should have separate patient window for viewing detailed real-time or stored data for individual patient It should have 24 hr stored patient data monitoring trends and 24 hr event review facility The Central Nurse Station should also have the following: - Multi-lead arrhythmia and ST review facility - 50 alarms strips storage per bed - Offer wave review with 24 hr full disclosure - Optional facility for dual display for detailed analysis of individual bed without compromising on full ICU monitoring Facility for interfacing Holter data for analysis, in case of the Holter from the same brand is available Export the ICU Patient data to Holter for analysis Remote display (Slave) facility should be available Real time recording thru Dual Channel Recorder Facility for interfacing a laser printer for printing patient information and trend formats Advanced arrhythmia analysis package of at least 20 arrhythmia analysis 12 lead ECG Monitoring and view possible at Central Nurse</p>
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		<p>Station</p> <p>Continuous full disclosure of up to 4 configurable waves per patient</p> <p>Operate on Microsoft Windows NT workstation operating system</p> <p>Supplied with 19" Flat Screen TFT display, Laser Printer and Recorder, UPS</p> <p>- The entire networking and cabling with hardware Wall mounts</p> <p>Power Supply: 220 - 240 V, 50Hz</p>
17	CENTRAL VEIN CATHETER (CVC)	Size 3,4,5,6,7,8,9,10
18	UNIVERSAL TRACTION UNIT FOR LUMBAR AND CERVICAL	<p>Power voltage: AC220V±22V; 50Hz±1Hz. · Rated input power: ≤600w. · Total traction time: continuously adjustable within 0~99min. · Intermittent traction time: continuously adjustable within 0~9min. Continuous traction time: continuously adjustable within 0~9min. · Angulated angle movement range: Continuously adjustable within - 30°~+10°. · Rotation movement range: 25°on each side (continuously adjustable). · Yawing movement range: 10°on each side (continuously adjustable). · Weight: 150Kg. · Lumbar vertebra · Slow traction distance: 0~150mm. · Slow traction force: continuously adjustable within 0~999N. · Speedy traction is determined by traction distance; traction force≥3000N. · Speedy traction distance: 0~70mm. · Speedy traction speed: ≤1s. · Waist thermal therapy temperature: ≤55°C. · Cervical vertebra · Traction force: continuously adjustable within 0~200N. · Cervical vertebra traction distance: 0~300mm.</p>
19	OXYGEN CONCENTRATOR	<p>Compact and easy to transport oxygen concentrator (Mobile on Castors) · The Oxygen Concentrator producing Capacity of 1 to 8l/Min of O2 at 90% minimum at maximum flow · Pressure-compensated Flow meter shall permit use of long cannula while maintaining accurate flow setting. · Safety Alarms: Audible and visual : Power Failure , Restricted Flow , , Low O2, low pressure · Pressure-relief Valve and thermal protection of the Compressor · Double-insulated Unit , Two-prong plug · Flame-retardant Cabinet · Sound Level 50 dB average · Fixed humidifier Port and Recess shall prevent bottle and connector breakage · Power Requirements: 220 VAC,50 Hz · Accessories are O2 Tubing , 3 Face Masks (Adult and pediatric) Humidifier ,Set of Filters, Standards · ISO certification</p>

20	POP CUTTER	Power voltage 240V, 50Hz · input power 115VA · non-load speed 12500 rpm · noise ≤84dB · Saw unit 1 pc · Saw blades 3 pcs · Allen wrench to load & unload saw blades 1 pc · Aluminum box
21	RESUSCITATOR/ AMBUBAG	The valve made of special silicon without resistance. · Oxygen supply available by attaching reservoir valves and generated. · The mask with revolving device enables to be at a right position always even when the operator's direction changed. · Mask: No need air injection. · The silicon pressure bag re-expand easily regardless of extreme temperature, and the special treatment of surface makes the operation easy. · Silicone ball for infant, Children, and Adults · Patient valve with safety valve · Intake valve · Mask silicone · O2 tube & Reservoir valve attachable
22	STETHOSCOPE	Bi-aural unit. · Double stent chest piece. · Plain spring non-folding frame. · Plastic ear tips. · Vinyl stethoscope tubing. · Combined bell and diaphragm Sprague type.
23	ABS MULTIFUNCTION TRANSPORTATION TROLLEY	The product made of high quality aluminum, with foam mattress, smart, safe and reliable · With four castors on front, can be adjustable according the different ambulance height. · With safety lock device, it must be open when the stretcher gets into the ambulance, and must be locked after getting out. · By controlling two handles, just needs one person operate it · With one set of fixture, can lock the stretcher · I.V pole · Self-weight 38kg · Capability 160kg
24	Ventilator	Should have facility for Invasive and Non-Invasive ventilation Microprocessor Control suitable for Neonatal , Pediatric and Adult ventilation Electromagnetic Compatible Hinged arm holder for holding the circuit Should have built-in touch colour screen TFT display of minimum 10 inches or more for display of waveforms and Monitored value. Five years comprehensive Maintenance inclusive Should have in-built facility to upgrade with EtcO2 Facility to Measure and Display: Status Indicator for ventilator mode Battery Indication Alarm Setting Automatic compliance and leakage compensation for circuit and ET Tube Should have facility of log book, for events and alarms with date and time Should have the following settings: Tidal volume (Minimum at least 50ml, Maximum up to 2000ml) Inspiratory Pressure (up to 80cm of water) Respiratory

	<p>rate 1 to 80 bpm</p> <p>Apnea back up rate CPAP/PEEP Pressure support FiO2 Pause Time Pressure and Flow Trigger Inspiratory Flow up to 120bpm Monitoring and Display of the following Parameters: Airway Pressure (Peak and Mean) Tidal Volume (Inspired and Expired) Minute Volume (Inspired and Expired) Respiratory mechanics, Spontaneous Minute Volume Total Frequency, FIO2 dynamic, Intrinsic PEEP, Plateau Pressure, Resistance and Compliance Use selector Alarm for all measured and monitored parameters, Occlusion Pressure and Pressure Flow and Volume curves.</p> <p>Modes of Ventilation equipped with newer modes of ventilation: Assist Control, Volume Control, Pressure Control SIMV with pressure support (Pressure and Volume control) PEEP Inverse ratio Ventilation Non invasive ventilation - BIPAP, CPAP. Apnea Ventilator, user selectable, volume and pressure control Should have built- in safety alarms for Airway Pressure High and Low, Minute volume, High and Low, Power Failure, Low oxygen, High Respiratory Rate, Air Source in-operable. Should have in- built exhalation filter</p> <p>Humidifier: Servo controlled heated Respiratory Humidifier Temperature of delivered Gas on LED display Temperature should be adjustable Jar should be autoclavable Nebulization assembly compatible with ventilator and circuit</p> <p>Should have interface facility Flow sensor should have life more than 1 year Expiratory Unit- life should be more than 3 years Data storage facility for at least 24 hours Internal rechargeable battery at least 30 minutes backup</p> <p>Supplied complete with compatible UPS and all standard accessories</p> <p>Power Supply: 220 - 240V, 50Hz</p>
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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.225/334/01/589

1st December, 2021

M/s Anudha Limited,
P.O Box 5982,
DAR ES SALAAM.

RE: TENDER NO. PA/148/2021-2022/G/88 FOR THE CONTRACT FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, TRAINING AND MAINTENANCE OF ICU, EMD AND LABORATORY EQUIPMENTS FOR BENJAMIN MKAPA HOSPITAL, SINGIDA RRH, KITETE RRH AND DODOMA RRH

This is to notify you that your tender dated 16th November, 2021 for execution of the Supply, Installation, Testing, Commissioning and Training of ICU, EMD and Laboratory Equipments for Benjamin Mkapa Hospital, Singida RRH, Kitete RRH and Dodoma RRH Tender No PA/148/2021-2022/G/88, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of **Tanzania Shillings Three Billion Six Hundred Fifty Nine Million Eight Hundred Forty One Thousand Seven Hundred Fifty (TZS 3,659,841,750.00) 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. Kessy C. Shija

ACTING 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**



anudha limited

QUOTATION SUBMISSION FORM

16th November, 2021

To:
Executive Director,
Benjamin Mkapa Hospital,
P. O. Box 11088,
Dodoma

We agree to supply the goods specified in the Schedule of Requirement and prices of Quotation No **PA/148/2021-2022/G/88** in accordance with the Conditions of Contract accompanying this Bid for the Contract Price **Tshs 4,502,095,000 /-, Four Billion, Five Hundred, Two Million and Ninety Five Thousand Only** in Tanzanian Shillings

We also offer to deliver the said goods within the period of **1 week to 16 weeks after the LPO** as specified in the schedule of requirement.

This quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby confirm that this quotation complies with the conditions required by the invitation for quotations.

Authorized Signature:

Name and Title of Signatory:

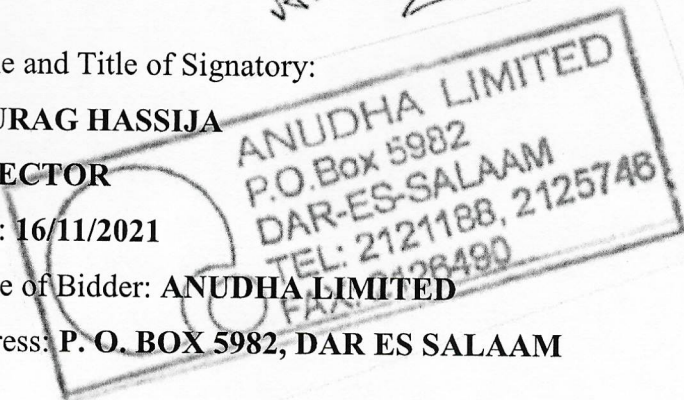
ANURAG HASSIJA

DIRECTOR

Date: **16/11/2021**

Name of Bidder: **ANUDHA LIMITED**

Address: **P. O. BOX 5982, DAR ES SALAAM**



APPENDIX VI: NEGOTIATION MINUTES

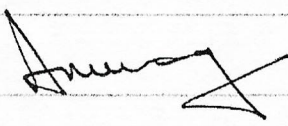
RECORD OF NEGOTIATIONS

Name of the Procuring Entity: Benjamin Mkapa Hospital
Tender ID No.: PA/148/2021-2022/G/88
Subject of Procurement: Supply, Installation, Testing, Commissioning and Training of ICU, EMD and Laboratory Equipment For Benjamin Mkapa Hospital, Singida RRH, Kitete RRH and Dodoma RRH.
Method of Procurement: Single Source Procurement.
Name of Bidder: Anudha Limited
Date of Negotiation: 22/11/2021

PART 1: RECORD OF NEGOTIATIONS	
ISSUE	AGREEMENT (WITH FULL DETAILS)
Discount on Contract Price	<p>It was agreed by all parties on prices against quantities. Basing on the budget estimate provided from PE which is Tshs. 3,390,560,320.24 (maintenance cost exclusive) but supplier offered a total price of Tshs 4,435,695,000.00 (maintenance cost inclusive). After negotiation supplier agreed to offer 8.64% discount of overall tender price resulting to a total cost of Tshs. 4,052,552,750.00 as per attached list of negotiated items.</p> <p>Based on the budget allocated for the assignment, PE reviewed the quantities and items to be supplied and the final total cost is Tshs 3,659,841,750.00</p> <p>The Total contract will include the cost of Supply, Installation, Testing, Commissioning and Training of ICU, EMD and Laboratory Equipment to the Delivery point of destination as indicated to the Contract (Benjamin Mkapa Hospital, Singida RRH, Kitete RRH, Mirembe and Dodoma RRH).</p>
Contract Duration	It was agreed by all parties that this contract will be for a period of four months from date of signing the contract.
Warranty for 5 years for equipment and maintenance cost for 5 years	It was agreed by all parties that Supplier will provide five (5) years Comprehensive maintenance after Supply, Installation, Testing, Commissioning and Training of ICU, EMD and Laboratory Equipment's, all spares' parts are inclusive.

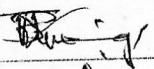
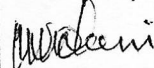
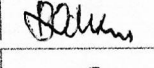

Delivery point	It was agreed by all parties that Supplier will deliver goods to the destination point as indicated in the Contract (Benjamin Mkapa Hospital, Singida RRH, Kitete RRH, Mirembe and Dodoma RRH).
Submission of performance bond	It was agreed by all parties that Supplier should submit the performance bond two weeks after signing the contract.
Confirmation of specification	It was agreed by all parties that Supplier should comply with specification provided in the Contract document.
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 50% in advance of the contract after submitting a bank guarantee and 50% will be paid after Installation, Testing, Commissioning and Training of ICU, EMD and Laboratory Equipment.
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:	Name: ANURAG HASSIJA
Position:	Position: THE DIRECTOR
Date:	Date: 22/11/2021



Representative from Procuring Entity

Name:	Position	Procuring Entity	Signature	Date
JOSEPH KULINGA	MEMBER	TACORA RRH		25/11/2021
Walter Omboni	Member	Mirembe		25/11/2021
DR BEATRICE NDIRI	MEMBER	DRRH		25/11/2021
Emmanuel Imvira	MEMBER	DRRH		25/11/2021

APPENDIX VII: POWER OF ATTORNEY

STANDARD POWER OF ATTORNEY

BY

ANUDHA LIMITED

("Donor")

AND

ANURAG HASSIJA

("Donee")

IN RESPECT OF TENDER NO. PA/148/2021-2022/G/88 FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRAINING OF ICU, EMD AND LABOLATORY MEDICAL EQUIPMENT FOR BENJAMIN MKAPA HOSPITAL, SINGIDA RRH, KITETE RRH AND DODOMA RRH.

DRAWN BY:

Pride Attorneys

Mshihiri Street

Morogoro Road

P.O. Box 315

DAR ES SALAAM

Email: info@prideattorneys.co.tz

Website: www.prideattorneys.co.tz

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 17th day of November, 2021.

We the undersigned **ANUDHA LIMITED** of P.O. Box 5982 Morogoro Road, Dar es salaam by virtue of authority conferred to us by the Board Resolution No. 85 of 17th day of November, 2021, **DO HEREBY** ordain and nominate **ANURAG HASSIJA** of P.O. Box 2019 Dar es salaam, to be our true and 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 the following acts in in the execution of Tender No. **PA/148/2021-2022/G/88** that is to say;

To act for the company and do any other thing or things incidental for **SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRAINING OF ICU, EMD AND LABOLATORY MEDICAL EQUIPMENT FOR BENJAMIN MKAPA HOSPITAL, SINGIDA RRH, KITETE RRH AND DODOMA 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 of Attorney or powers shall remain and be of the same force and effect as if this deed has not been executed.

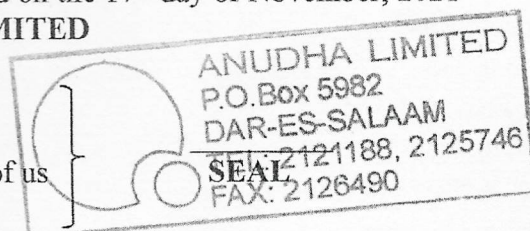
AND We hereby undertake to ratify everything, which our attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf hereinbefore contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said **ANUDHA LIMITED** and delivered in the presence of us this 17th day of November, 2021.

IN WITNESS WHEREOF we have signed this deed on the 17th day of November, 2021 at Dar es Salaam for and on behalf of **ANUDHA LIMITED**

SEALED with the Common Seal of **ANUDHA LIMITED**

and **DELIVERED** at Dar es salaam in the presence of us this 17th day of November 2021



BEFORE ME

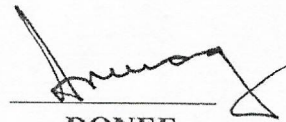

COMMISSIONER FOR OATHS




ACKNOWLEDGMENT

I, ANURAG HASSIJA, doth hereby acknowledge and accept to be Attorney of the said ANUDHA LIMITED under the terms and conditions contained in the POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney. I hereby accept the Special Power of Attorney conferred to me and I will act in good faith in honoring the powers so conferred to me.

SIGNED and DELIVERED at Dar es Salaam by the said ANURAG HASSIJA who is introduced/Identified to me by _____ the latter being known to me personally in my presence this 17th day of November 2021


DONEE

BEFORE ME:

Name: Victor Mhoro
Signature: 
Postal Address: 315 Dsm
Qualification: COMMISSIONER FOR OATHS



