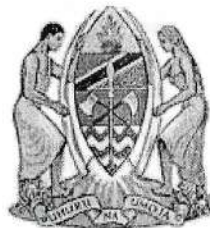


UNITED REPUBLIC OF TANZANIA



PRESIDENT'S OFFICE

REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

CONTRACT

FOR

**SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF
MEDICAL EQUIPMENT (*ANESTHETIC MACHINES*) FOR HEALTH FACILITIES IN
TANZANIA MAINLAND LOT I**

BETWEEN

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

AND

M/S KAS MEDICS LTD

APRIL, 2022

FORM OF CONTRACT

Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the ^{22nd} day of the month of ~~April~~, 2022 between, The Permanent Secretary President's Office Regional Administration and Local Government (PO-RALG) P.O Box 1923 Dodoma (hereinafter called the "Purchaser") and, on the other hand, M/s KAS Medics LTD, P.O.Box 7856, DAR ES SALAAM, ("hereinafter called "the Supplier") of other part.

WHEREAS the Purchaser invited Supplier in this contract for Supply, Installation, Commissioning and Maintenance of Medical Equipment (*Anesthetic Machines*) for Health Facilities in Tanzania and has accepted to the supply at a contract price of TZS 3,920,000,000.00.00 (Tanzania Shillings Three Billion Nine Hundred Twenty million Only) VAT Exclusive (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
 - (1) This form of contract;
 - (2) the Special Conditions of Contract;
 - (3) the General Condition of Contract;
 - (4) the Form of Tender and the Price Schedule submitted by the Tenderer;
 - (5) the Schedule of Requirement;
 - (6) the Technical Specifications
 - (7) Delivery Schedule
 - (8) Negotiation minutes.
 - (9) Notification of award;
 - (10) Letter of Acceptance;

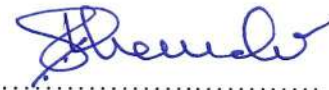
3. In consideration of the payments of TZS 3,920,000,000.00.00 (Tanzania Shillings Three Billion Nine Hundred Twenty million Only) VAT Exclusive to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof, the Parties hereto have caused this Contract to be executed in accordance with their laws of Tanzania the day and year first above written.

FOR THE PURCHASER

SIGNED AND DELIVERED BY

Permanent Secretary,
President's Office,
Regional Administration
and Local Government,
P.O. Box 1923,
DODOMA.



SIGNATURE

Prof. Riziki S. Shemdoe.



IN THE PRESENCE OF:

Name Bahati Chanya
Title PSA
Address 1923 Dodoma



SIGNATURE

FOR THE SUPPLIER:

SIGNED AND DELIVERED BY

Managing Director,
M/S Kas Medics Ltd,
P.O.Box 1923,
DAR ES SALAAM

Signature [Signature]
Name KAS MEDICS LTD.
Title P.O. Box 7856
DAR-ES-SALAAM
TANZANIA
5.04.2022

IN THE PRESENCE OF:

Signature [Signature]
Name MARTIN GODFREY SANKIRA
Title COMMISSIONER FOR OATHS
Address 11298 DAR ES SALAAM



COMPANY SEAL



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(j)	The Purchaser is: The permanent Secretary, President's Office – Regional Administration and Local Government, Government City – Mtumba, TAMISEMI Street, P.O. Box 1923, 41185 DODOMA .
2.	1.1(p)	The Supplier is: Managing Director, M/S Kas Medics Ltd, P.O.BOX 7856 DAR ES SALAAM
3.	1.1(q) 1.1(m)	The Project is: "Supply, Installation, Commissioning and Maintenance of Medical Equipment (<i>Anesthesia Machine</i>) for Health Facilities in Tanzania Mainland (1) Delivery Period is: 12 weeks After issuing instruction to Contract Commencement
		Governing Language (GCC 4)
4.	4.1	The Governing Language shall be: <i>English</i>
		Applicable Law (GCC 5)
5.	5.1	The Applicable Law shall be: <i>Laws of Tanzania</i>
		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: <i>ten percent (10%) of the contract price.</i>
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to <i>two (2) percent of the Contract Price</i> to cover the Supplier's warranty obligations in accordance with GCC 18.2.
Inspections and Tests (GCC 11)		
9.	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>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.</p>
Packing (GCC 12)		
10.	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p><i>Goods shall be packed properly in accordance with Standard Export Packing specified in accordance with the minimum required technical specification. The marking should indicate; Supply of Point of Sales President's Office Regional Administration and Local Government and the sname of respective council the goods to be delivered</i></p>
Delivery and Documents (GCC 13)		
11.	13.1	<p>For Goods supplied from abroad:</p> <p>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 certificates ;



		<p>(v.) Manufacturer's or Supplier's warranty certificate;</p> <p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(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> <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:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <p>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <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.</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: <i>Demonstration on how to use the Device to final receiver of equipment/machine/goods</i>
	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</p>



		of credit.
	Warranty (GCC 18)	
16.	18.2	<p>GCC 17.2—In partial modification of the provisions, the warranty period shall be 12 months from date of 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: <i>thirty [30] days</i>
	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:</p> <p>Payment of foreign currency portion shall be made in <i>currency of the Contract Price</i> in the following manner:</p> <p>(i) Eighty (80) 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 the following documents.-Shipping documents,</p> <ul style="list-style-type: none"> • Bill of lading or set of airway bill issued to the order of Bank of Client, • Certificate of Compliance, • Insurance cover for medical equipment, • Packing list signed commercial invoices



		<p>(ii) On Acceptance Eighteen (18) percent of the Contract Price of Goods received shall be paid through bank transfer within thirty (30) days of receipt of the Goods upon submission and full fulfillment of the following :</p> <ul style="list-style-type: none"> • Delivering of medical equipment to the final destination • Installation and commissioning of the medical equipment • Provision of training to enduser and , • Submission of the letter of completion, signed and stamped with responsible Person delivery note from each respective delivery point (destination) and commercial invoices <p>(iii) Two (2) percent of the Contract Price shall be paid on successful fulfillment of Supplier's warranty obligations in accordance with GCC 18.2. and on submission of claims supported by invoice and certificates of compliance</p> <p>Payment of local currency portion shall be made in <i>Tanzania Shillings (TZS)</i></p>
		<p>Payment for Goods and Services supplied from within the United Republic of Tanzania: N/A</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) On Delivery: 0 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 11.</p> <p>(iii) On Acceptance: The remaining 0 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate 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 <i>0.001 percent of the contract price per day.</i>
	Prices (GCC 20)	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>Not Applicable.</i>



	Liquidated Damages (GCC 26)	
21.	25.1	<p>Applicable rate: <i>0.2 per cent per day of undelivered materials/good's value</i></p> <p>Maximum deduction: is equal to the performance security.</p>
	Procedure for Dispute Resolution (GCC 32)	
23.	32.3	<p>Arbitration institution shall be: <i>Tanzania Institute of Arbitrators</i></p> <p><i>(a) Contracts with Supplier's who are nationals of the United Republic of Tanzania</i></p> <p><i>in case of a dispute between the Purchaser and a Supplier who is a national of Tanzania, the dispute shall be referred to Adjudication or Arbitration in accordance with the laws of Tanzania</i></p> <p>Place for carrying out Arbitration: <i>Dar es Salaam, Tanzania</i></p>
24.	33.1	Appointing Authority for the Adjudicator: <i>Tanzania Institute of Arbitrators</i>
	Notices (GCC 35)	
26.	35.1	<p>PE's address for notice purposes:</p> <p>Permanent Secretary President's Office Regional Administration & Local Government Government City – Mtumba, TAMISEMI Street, P.O. Box 1923, 41185 DODOMA.</p> <p><i>Telephone: +26 232 2848, 026 232 2420</i></p> <p><i>Attn: Director of Procurement Management Unit</i></p> <p>Supplier's address for notice purposes:</p> <p>Managing Director, M/S Kas Medics Ltd, P.O.BOX 7856, DAR ES SALAAM.</p>



GENERAL CONDITION OF CONTRACT

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GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		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.
		b)	The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.
		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.
		d)	The Commencement Date is the date when the Supplier shall commence execution of the contract as specified in the SCC
		e)	"Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
		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
		g)	A Defective Goods are those goods which are below standards, requirements or specifications stated by the Contract.
		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.
		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.

		j)	"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

			<p>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.</p> <p>For the purposes of this Contract, "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), confiscation or any other action by Government agencies.</p> <p>w) 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) This form of contract; (2) the Special Conditions of Contract; (3) the General Condition of Contract; (4) the Form of Tender and the Price Schedule submitted by the Tenderer; (5) the Schedule of Requirement; (6) the Technical Specifications (7) Delivery Schedule (8) Negotiation minutes. (9) Notification of award; (10) Letter of Acceptance;
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3.	Conditions Precedent	3.1	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.
		3.2	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;
		3.2	If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived 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.
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: <ul style="list-style-type: none"> 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	<p>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.</p>
30.	Termination for Convenience	30.1	<p>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.</p>
		30.2	<p>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:</p>

			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 Abitrator'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 abitration 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.

FORM OF TENDER AND THE PRICE SCHEDULE SUBMITTED BY
THE TENDERER



FORM OF TENDER

Date: 29th November, 2021

Tender No. ME/022/2021/2022/HQ/G/23.

To: Gentlemen and/or Ladies:

Having examined the Tendering Documents including Addenda Nos: III, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and delivery of **Medical Equipment for Health Facilities in Tanzania Mainland** in conformity with the said Tendering Documents for the sum Total of Tanzania Shillings:

LOT NO. II is TZS: 3,920,000,000.00 (Tanzania Shillings: Three Billion Nine Hundred Twenty Million and Zero Cent Only)

LOT NO. II is TZS: 6,659,135,059.19 (Tanzania Shillings: Six Billion Six Hundred Fifty Nine Million One Hundred Thirty Five Thousand Fifty Nine and Nineteen Cent 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 undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this Tender for the Tender Validity Period specified in Clause 23 of the Tender Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

KAS MEDICS LIMITED

Your partner in progressive healthcare



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 Clause 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

Name: **Charles Lintu**

In the capacity of **Sales Administrative Executive**

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

Dated on **27th November, 2021.**

KAS MEDICS LIMITED

Your partner in progressive healthcare



To

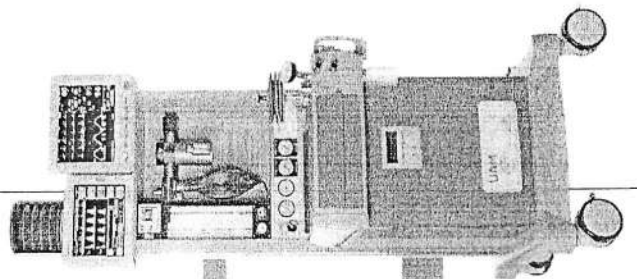
Permanent Secretary,
President's Office Regional Administration and Local Government
Government City – Mtumba,
TAMISEMI Street,
P. O. Box 1923
41185 Dodoma, Tanzania

Date: 29th November, 2021
IFT N.O. ME/022/2021-22/HQ/G/23

Supply, Installation, Commissioning and Maintenance of Anaesthetic Machines for Health Facilities in Tanzania Mainland : LOT 1

LOT NUMBER 1: SUPPLY OF ANAESTHETIC EQUIPMENT

SN	Description	DELIVERY	BRAND	QTY	UOM	Unit Price	Line Total	Warranty
1	<p>UNIVERSAL ANAESTHESIA MACHINE WITH VENTILATOR, AND MONITOR</p> <p>BRAND: Gradian - USA</p> <ul style="list-style-type: none"> • Integrated oxygen concentrator produces 10 liters per minute • Concentrator delivers up to 95% O2 depending on environment • Accepts all standard pediatric and adult breathing systems • Seamless transition to room air when compressed oxygen is unavailable • Accurate, low resistance vaporizers work with and without compressed gas • Built-in oxygen monitor displays O2 concentration of inspired gas • Automatic shut-off of nitrous oxide if hypoxic mixture is detected • Official CE mark awarded by independent certifying agency <p>Physical and Electrical</p> <ul style="list-style-type: none"> • Compact, rugged design • UAM Dimensions: 146cm x 53cm x 69cm, 130kg • Aluminum frame with four heavy duty casters – front two lockable • Mains power supply: 220V, 50-60Hz • Removable stainless steel instrument tray • Supplies Drawer <p>Oxygen Supply and Monitoring</p> <ul style="list-style-type: none"> • Integrated oxygen concentrator with dual filters • O2 flow rate: 0.1 to 10 LPM • Maximum O2 concentration: 95% depending upon environment • Integrated inspiratory oxygen monitoring system • O2 monitor has 10-hour battery backup, trickle charge from mains • Connections for cylinder, pipeline, and portable oxygen sources • Glass flow rotameters accurate to +/- 2.5% • Adjustable minimum and maximum O2 alarms 	12 WEEKS	GRADIAN HEALTH SYSTEMS USA	80	EA	49,000,000.00	3,920,000,000.00	5 years warranty with Spare Parts and Labor



VENTILATOR SPECIFICATIONS

Gradian Health Systems, Inc.

915 Broadway Suite 1001 NY NY 10010

T +1 212 537 0340 gradianhealth.org

• Adult, paediatric and neonatal patients

• Preset programs by patient weight, or manual setting of all parameters

• Tidal Volume – 50 to 1000 ml

• Minute Volume – 1 to 10 Litres/minute

• Pressure Control – 10 to 30 cmH2O

• I:E ratio – 1:1, 1:2, 1:3

• Rate – 5-30 bpm

Screen displays

• Flow waveform

• Compliance Loops

• Flow versus pressure

• Flow versus volume

Alarms

• Volume or circuit pressure out of range

• Apnoea warning

• Patient circuit disconnect

• High circuit pressure

• Battery condition

• Ventilator inoperative

• Mains failure

Optional Nitrous Oxide

- pipeline or cylinder sources

- Differentiated flow control knob

- Automatic shut off if O₂ falls below 25%

- Independent glass flow meter accurate to +/- 2.5%

Vaporizers

- Separate units for isoflurane and halothane

- 120ml capacity

- seamless transition from continuous draw-over mode

- stainless steel and plated brass construction

Rear Panel Connections

- Mains isolator switch, 2uk style power sockets

- oxygen and nitrous cylinder and pipeline Connections

- Multi-diameter external oxygen hose connector

Electrical

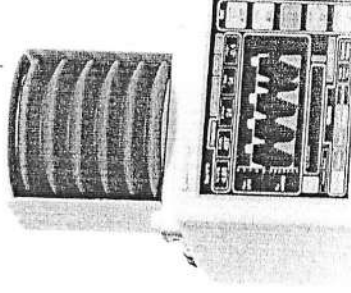
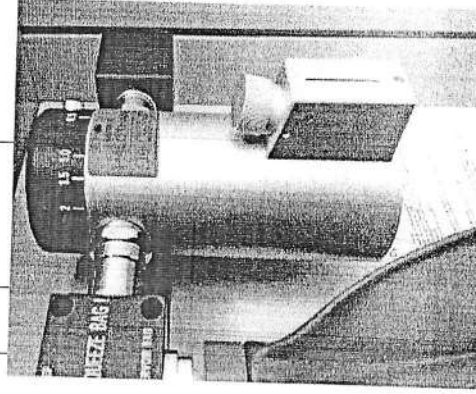
• External power requirement 110V to 240V 50/60Hz

• Plugs into UAM for voltage protection

• Battery backup up to 6 hours

Dimensions

• Height: 442 mm, • Weight: 18 kg, • Depth: 296 mm, • Width: 275 mm,



GRAND TOTAL

3,920,00


S/N	DESCRIPTION	PERCENTAGE
1	Advance payment	65%
2	After full inspection and certification to be for use	35%

Terms

Delivery Terms: AS PER TENDER DOCUMENT REQUIREMENT, TO ALL SITES
Bid Validity Period: 120 days

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

Signature:


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

Date: 27th November 2021

SIGNED FOR: KAS MEDICS LIMITED

First floor, Plot 11 Warehouse UF09 & UF10, Vigungu Industrial Area, along Nyero Road P.O.Box 7856 Dar es Salaam, Tanzania

www.kasmedics.com

DISTRIBUTION LIST

DISTRIBUTION LIST FOR ANAESTHESIA MACHINE

REGION	COUNCIL	HEALTH FACILITY	ANAESTHESIA MACHINE
Arusha	Monduli DC	Endasack HC	1
	Arusha DC	Nduruma HC	1
	Ngorongoro DC	Nainokanoka HC	1
	Arusha CC	Musa HC	1
	Arusha CC	Moshono HC	1
Dar Es Salaam	Kinondoni MC	Bunju HC	1
	Ubungu MC	Sinza HC	1
	Kigamboni DC	Pembamnazi HC	1
Dodoma	Kongwa DC	Kibaigwa HC	1
	Mpwapwa D.C	Mboli HC	1
	Kongwa DC	Mkoka HC	1
Geita	Chato DC	Nyarutembo	1
	Bukombe DC	Namongwe HC	1
	Chato DC	Katende HC	1
	Chato DC	Makurugusi HC	1
Iringa	Iringa DC	Migori HC	1
	Iringa DC	Kibena HC	1
	Kilolo DC	Ruaha Mbuyuni	1
Kagera	Muleba DC	Bugara HC	1
	Ngara DC	Kiinga HC	1
Katavi	Mlele DC	Inyonga HC	1
	Tanganyika DC	Kalema HC	1
	Mpimbwe DC	Kibaoni HC	1
	Mpanda MC	Mnyagala HC	1
	Nkasi DC	Chala HC	1
	Mpanda MC	Kakese HC	1
Kigoma	Kigoma D.C	Kagunga HC	1
	Uvinza TC	Sanuka HC	1
	Buhingwe DC	Kajama	1
Kilimanjaro	Moshi	Kahe HC	1
	Hai DC	Longoi HC	1
	Moshi DC	Kirua	1
	Same DC	Chome	1
	Mwanga DC	Kifaru HC	1
	Same DC	Hedaru HC	1
Lindi	Ruangwa	Nandagala HC	1
	Liwale DC	Ngongowe	1
Manyara	Babati TC	Mutuka	1
	Kiteto	Engusero	1
	Mbulu DC	Eshkesh HC	1
Mara	Tarime	Magoma HC	1
	Musoma DC	Makojo	1
Mbeya	Mbeya CC	Nzovwe HC	1
	Mbeya CC	Kalobe HC	1
	Chunya D.C	Makongolosi HC	1
	Rungwe DC	Kyimo	1
Morogoro	Mvomero DC	Mlali HC	1
	Kilosa DC	Ilunga HC	1
Mtwara	Nanyumbu DC	Mikangaula HC	1
	Tandahimba DC	Maheha Disp	1
Mwanza	Magu DC	Kisesa HC	1
	Buchosa DC	Nyanzenda HC	1
Njombe	Wanging'ombe DC	Saja HC	1
	Makete DC	Kitulo HC	1
Pwani	Mafia DC	Jimbo HC	1
	Mkurunga DC	Vikindu Viguguti HC	1

	Rufiji DC	Mkongo HC	1
Rukwa	Sumbawanga DC	Mpui HC	1
	Nkasi DC	Kasu HC	1
Ruvuma	Tunduru DC	Nakapanya	1
	Nyasa DC	Nangilikili HC	1
	Namtumbo DC	Magazini HC	1
Shinyanga	Kishapu DC	Mwigumbi HC	1
	Ushetu DC	Nyalwelwe HC	1
Simiyu	Maswa DC	Mpinambe HC	1
	Bariadi DC	Miswaki HC	1
	Meatu DC	Mwandoya HC	1
	Busega DC	Mkula Disp	1
Singida	Itigi DC	Rungwa HC	1
	Iramba DC	Mtoa HC	1
Songwe	Songwe DC	Kapalala HC	1
	Mbozi	Ndolezi HC	1
	Tunduma TC	Chiwezi HC	1
Tabora	Nzega DC	Nata HC	1
	Urambo DC	Songambele HC	1
	Kilindi	Tunguli HC	1
	Korongwe TC	Mgombezi HC	1
	Kilindi	Msente HC	1
	Tanga CC	Tongoni HC	1
	Lushoto DC	Ngwelo HC	1
		TOTAL	80

SCHEDULE OF REQUIREMENT

SCHEDULE OF REQUIREMENTS

1. List of Supplies

Procurement Reference Number: No. ME/022/2021/2022/HQ/G/23 (I &II)

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

SCHEDULE OF REQUIREMENTS			
Lot	Medical Equipment	UoM	Estimated Quantity
I	Lot I: Supply, Install, commission and maintain Anesthetic Machines for Health Facilities in Tanzania Mainland	Unit	80
II	Lot II: Supply, Installation, Commissioning and Maintaining; • Cardiac tables	unit	1030
	• Patient Beds with Mattresses	Unit	1030
	• Bed side lockers	Unit	1030
	• Autoclave machines	Unit	80
	• Theater operating tables	Unit	80
	• Operating lamps	Unit	80
	• Blood bank refrigerators	Unit	80
	• Treatment center	Unit	1

TECHNICAL SPECIFICATIONS

KAS MEDICS LIMITED

Your partner in progressive healthcare



Sn.	Equipment Descriptions	Technical Specifications offered by Purchaser	Remarks Comply / Not Comply
1	Anaesthetic Machine	<ul style="list-style-type: none"> A robust Universal Anaesthesia Machine (UAM) general anesthesia workstation that delivers anesthesia effectively with integrated oxygen concentrator to generate its own oxygen and provides standard connectors for cylinder, pipeline, and portable oxygen. Complete anaesthesia machine with integral pneumatic ventilator and patient monitor. Vaporizer: low resistance, suitable for draw over and continuous flow, single vaporizer, dual agent use for isoflurane/halothane, capacity: 150ml. Integral pneumatic Ventilator: Back up for assisted ventilation minimum 6hrs, (more hours is preferred) Manual ventilation, integral oxygen concentrator provides oxygen and medical air 8-10lpm at >95%. Alternative oxygen supply options: cylinder, pipeline oxygen. UPS for battery backup and voltage stabilization. Full functionality with UPS for minimum of 20 minutes Built in scavenger for exhaled gas Suitable for adults, pediatrics and neonates Peep 0-20cm H2O 	COMPLY
		Patient monitoring: 12.1" COLOUR TFT-LCD	COMPLY
		60 minutes battery life	COMPLY
		5 leads, 3 as standard	COMPLY
		Sweep speed 12.5mm/s, 25mm/s	COMPLY
		Heart rate range 10-300bpm	COMPLY
		Heart rate accuracy $\pm 1\%$	COMPLY
		RESP 0-150RPM	COMPLY
		Temperature measurement range 25-50°C	COMPLY
		SPO2	COMPLY
		Measurements range 0-100%	COMPLY
		Pulse measurement range 25-250bpm	COMPLY
		NIBP: adult/paediatric/neonate	COMPLY

Authorized Signature: _____

Name and Title of Signatory: Charles Lintu

in the Capacity of Sales Administrative Executive

Name of Tenderer: Kas Medics Ltd

Address: P. O. Box 7856, Dar-Es-Salaam.

Date: 27th November, 2021

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

First Floor, Plot 11, Warehouse UF09 & UF10, Vingunguti Industrial Area, along Nyerere Road P.O.Box 7856 Dar es Salaam Tanzania

Tel: +255 22 2861737/8 Mobile: +255 677 015111 Email: info@kasmedics.com

www.kasmedics.com

DELIVERY SCHEDULE



Your partner in progressive healthcare

KAS MEDICS LTD.
P.O. Box 7856
and Title of Signatory
DAR-ES-SALAAM
TANZANIA

Authorized Signature:

Charles Lintu

in the Capacity of Sales Administrative Executive

Name of Tenderer: **Kas Medics Ltd** Address: **P. O. Box 7856, Dar-**

Es-Salaam.Date: 27th November, 2021

NEGOTIATION MINUTES.

**MINUTES FOR NEGOTIATION COMMITTEE FOR TENDER No. ME/022/2021/2022/HQ/G/23
FOR SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF MEDICAL
EQUIPMENT FOR HEALTH FACILITIES IN TANZANIA MAINLAND LOT 1 – LOT II**

Venue: DHS OFFICE - PO – RALG, Dodoma.

Date: 28th JANUARY, 2022, Time 11:00 – 13: 45 hours

Mode of Communication: **PHYSICAL MEETING**

1.0 PARTICIPANTS

S/N	NAMES	INSTITUTION	POSITION
1	DKT. ATHUMANI A. PEMBE	PO-RALG – DODOMA	CHAIRPERSON
2	MARCO J. NGAJUA	PO-RALG – DODOMA	SECRETARY
3	THOMAS NSYENGULA	PO-RALG – DODOMA	MEMBER
4.	UMMY WAYAYU	PO – RALG – DODOMA	MEMBER
4	RASHID OMAR	PO-RALG – DODOMA	MEMBER
5	PADAM DAS	KAS MEDICS TANZANIA LIMITED	DIRECTOR
6.	DOMINIC MBITHI	KAS MEDICS TANZANIA LIMITED	BIOMEDICAL ENGINEER
7.	NAVEEN S. KUCKIAN	KAS MEDICS LIMITED	FINANCE DIRECTOR

2.0 INTRODUCTION

2.1 Tender for Supply, Installation, Commissioning and Maintenance of Medical Equipment for Health Facilities in Tanzania Mainland was advertised in TANEPS in 12th November, 2021 through International Restricted Tendering in accordance with the Public Procurement Act, 2011 and as per procedures set out in the Public Procure. At its meeting held on 31st December, 2021, the President's Office, Regional Administration and Local Government (PO-RALG) Tender Board (MTB) awarded the contract to **M/s KAS MEDICS Tanzania Limited of P.O. Box 7856 Dar es Salaam** but subject to successful negotiation of the above mentioned tender. The MTB approved the negotiation plan as on 27th January, 2022.

2.2 Negotiation was conducted on Friday 28th December, 2022, at DHS Office, Dodoma following an invitation letter dated 27th January, 2022 with Ref.No.AD.296/303/01/"O"/Temp/489.

3.0 NEGOTIATIONS AGENDA

3.1 Negotiation meeting was guided by the following agenda;

- i. Opening of the Meeting
- ii. Adoption of Agenda
- iii. Presentation of Power of Attorney
- iv. Source of funds to implement the project/assignment
- v. Quality of devices to be supplied,
- vi. Training on how to use the devices to be supplied to end user
- vii. Installation devices
- viii. Warrant issues of the devices and standards
- ix. Maintenance plan of items
- x. Delivery of the items to the final destination
- xi. Delivery time
- xii. Price
- xiii. Reporting requirements
- xiv. Tax matters
- xv. Payment issues
- xvi. Mode of performance Security
- xvii. Any Other Business

i) OPENING OF THE MEETING

The meeting was opened by the Chairperson at 15:00 local time. The chairperson introduced himself and the participants.

ii. ADOPTION OF AGENDA

The chairperson started by reminding the participants that the agenda of the meeting was to discuss seventeen (17) issues as well as to discuss any matter relating to the execution of this contract.

iii. PRESENTATION OF POWER OF ATTORNEY.

The supplier was requested to present Power of Attorney in regard to Tender No. ME/022/2021/2022/HQ/G/23.

Power of the Attorney was presented from KAS MEDICS LIMITED introducing Mr. Naveen Kuckian of P.O. Box 7856 Dar es Salaam to negotiate the contract on its behalf. The submitted Power of Attorney was checked by the legal officer and found to be authentic and accepted by the PO – RALG Negotiating Committee.

iv. SOURCE OF FUND TO IMPLEMENT THE PROJECT

The supplier was requested to explain and confirm how source of fund would be secured to implement the this project successfully. The supplier responded by assuring that he expects to secure fund;

- By applying for Advance Payment from from PO RALG when a contract is awarded,
- Seeking finance assistance from **Artemis Life Science Co. Ltd**, the Parent Company in Dubai which is the shareholder of **KAS MEDICS LIMITED**
- Submission of BRELA documents in order to ascertain the amount of shares held by **Artemis Life Science** the parent company with **KAS MEDICS LIMITED**
- By presenting to PO RALG a Commitment Letter from reputable Financial Institution like CRDB bank/ or United Bank of Africa (UBA).

After discussion it was agreed that Supplier **M/S KAS MEDICS LIMITED** should submit evidence that **Artemis Life Science Co. Ltd**, the Parent Company in Dubai which is its Co - shareholder in business affairs will assist financially in order to finance and execute this assignment successfully.

Furthermore, it was insisted that commitment letters should be obtained from the said sources - **CRDB Bank** or the **United Bank of Africa (UBA)** to signify that in case of an award for the contract mentioned above is given to the supplier, he would be able to receive financial support for this project. However, It was time lined that such assurances would be made available on Tuesday 3rd February, 2022.

v. **QUALITY OF MEDICAL DEVICES TO BE SUPPLIED**

The Negotiation Committee on the side of the Client (PO RALG) requested the supplier to assure for quality of medical devices which will be delivered as per specifications given.

The supplier assured that the Client that he will timely deliver the medical devices with excellent quality as per specifications given by the Client. The client was satisfied with the assurance which was given by the Supplier.

vi. **TRAINING ON HOW TO USE THE DEVICES TO BE SUPPLIED**

The Client (PO RALG) reminded that in the tendering document it was required of the supplier to provide training to the end users of the medical devices which are to be supplied. The supplier **M/s KAS MEDICS LIMITED** affirmed that he was aware of such requirement. He pointed out that training would be provided on wide bases but not limited to already established training centers located in different zones including **KCMC**, **Bugando Medical Center**, **Mbeya Referral Hospital (MRH)** and **Muhimbili National Hospital**.

However, training plan and mechanism will be provided by the Supplier to ensure quality of the training. The client was satisfied by the assurance made by the supplier.

vii. **INSTALLATION OF THE MEDICAL DEVICES**

The supplier was reminded of the contractual obligation as it was stipulated in the bidding document that installation of medical equipment would be carried by the supplier at his own cost.

The supplier M/s **KAS MEDICS** confirmed that he is aware of the obligation of doing installation of medical equipment at his own cost price when items are delivered to final destination.

viii. **WARRANT ISSUES OF THE DEVICES AND COMPLIANCE TO STANDARDS**

The client was requested to commit himself that medical equipment to be supplied are under warrant and compliance to standards. The supplier, being aware of such requirement, responded with affirmation that all machines are five years maximum warranted. However, the supplier pointed that all consumable goods like tables and chairs and others alike have no warrant policy. The supplier assured that all machines have been complied with **International Standards Organization (ISO)** whose certificates are available for verification.

ix. **MAINTENANCE OF ITEMS**

It was made known by the supplier that provision of maintenance services will be shared with the technical personnel who will be appointed by the client to be responsible for taking care and operate those machines for the sake of technology transfer. However, the supplier pointed out that spare parts will be fixed free of charge when by default it is detected to be technically malfunctioning. If medical device is technically detected that it fails to work properly because the spare part is broken or damaged either be it by human error or due to wear and tear during its life span, the replacement of that spare will be charged. However it was made clear that there would be a five year comprehensive maintenance for all specialized items/devices as it was proposed in the technical specifications. It was agreed by both parties that it should be in place a five year maintenance plan for monitoring and follow up.

x. **DELIVERY OF ITEMS TO FINAL DESTINATION**

The client emphasized the supplier that all items which are required are to be delivered to the final destination as indicated in the tender document. The supplier agreed and accepted that he was aware all items are to be delivered to the respective health facilities.

xi. **DELIVERY TIME**

It was discussed and agreed by Supplier that delivery time for medical devices is twelve (12) weeks after the effectiveness of the contract. However, it was stressed that in case of obstacles or uncertainties that would lead to delay of the delivery time communication should be made as early as possible for notification and remedial action. It was agreed by both parties that there should be a delivery plan and technique to provide to the client for monitoring and follow up.

xii. **PRICE**

The client requested the supplier to verify consistency of costing of the items in the price schedule. The supplier verified by saying that he was certain that costing of items were consistent and will not be subject to change. The client requested for price discount so long as the procurement of items was bulky. After discussion, the supplier declined to offer price discount for a reason that prices quoted were industrial which included oversea transportation costs, inspection and other

transportation costs, inspection and other incidental costs and charges which may not be subject to change irrespective of circumstances prevailing in the market.

xiii. REPORTING REQUIREMENTS

The Client informed the Supplier that line of communication in relation to this tender if awarded the contract should be by letters or emails and all invoices and other documents should be addressed to:

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

xiv. TAX MATTERS

The client was interested to hear treatment of tax matters in his tender including direct and indirect local taxes including withholding tax. It was made clear that medical devices and equipment have been exempted from taxes. The prices quoted by the supplier were VAT exclusive. It was further explained that, what is required on the side the client (PO RALG) is to have a letter of introduction sent to TRA to introduce the supplier and the contract entered between the two parties is for medical use.

xv. PAYMENT ISSUES

It was discussed and agreed that payment for items supplied would be paid after the same have been inspected and accepted by the client.

The Supplier in response to payment modality, requested from the client to be paid 65% of the contract price as an advance payment. Supplier also requested for submission of Insurance Bond from Reputable Insurance Company.

The negotiating committee on the side of the Client clarified to the Supplier **M/s KAS MEDICS LIMITED** that application for advance payment ranges from 10% to 15% of the contract price upon submission of Bank Guarantee from reputable Financial Institutions.

The negotiating committee on the side of the Client advised the Supplier **M/s KAS MEDICS LIMITED** that application for advance payment along with submission of the Insurance Bond acceptance will be placed with the relevant higher authority for their approval.

xvi. MODE OF PERFORMANCE SECURITY

The client presented before the Supplier the mode of performance security to be submitted on or after contract signing as a **Bank Security of 10%** of contract price. However the client agreed the option for submission of **Insurance Bond** from reputable insurance Company. The Supplier was informed that a draft contract will be prepared by the client in line with the information contained in the tender document. The supplier agreed that he will comply to this requirement.

xvii. **CLOSING THE MEETING.**

The chairperson thanked the participants for effective participation and insisted on the side of supplier to submit the required documents for further proceedings. He closed the meeting at 13.45 hrs.

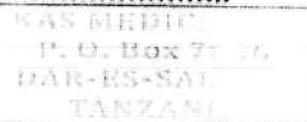
Signed by:

DR.ATHUMANI A. PEMBE:
(Chairperson PO RALG)

NAVEEN S. KUCKIAN
(Director – KAS MEDICS LIMITED)

Date: 03/02/2022

Date: 03/02/2022



**MINUTES FOR NEGOTIATIONS COMMITTEE FOR TENDER NO.
ME/022/2021/2022/HQ/G/23 FOR SUPPLY, INSTALLATION,
COMMISSIONING AND MAINTENANCE LOT I – LOT II**

VENUE: DHS OFFICE – PO – RALG, DODOMA.

DATE 08TH JANUARY, 2022, TIME 10.30 – 12: 15

MODE OF COMMUNICATION: PHYSICAL MEETING

1.0 PARTICIPANTS:

S/N	NAMES	INSTITUTION	POSITION
1.	Dr. Athumani A. Pembe	PO RALG -Dodoma	Member
2.	Marco J. Ngajua	PO RALG -Dodoma	Member
3.	Ummy Wayayu	PO RALG - Dodoma	Member
4.	Rashid Omar	PO RALG - Dodoma	Member
5.	Thomas Nsyengula	PO RALG - Dodoma	Member
6.	Dominic Mbithi	Kas Medics Ltd	Representative from Kas Medics Ltd
7.	Naveen S. Kuckian	Kas Medics Ltd	Representative Kas Medics
8.	Nishitha Kulshreshta	Kas Medics Ltd	Director of Business Development and Sales from Gradian Health Systems

2.0 INTRODUCTION

2.1 PO – RALG Ministerial Tender Board at its meeting held on 4th February, 2022 called for re - negotiation with M/s KAS Medics Limited to review some of issues that needed clarity concerning Tender No. ME/022/2021/2022/HQ/G/23 lot I – Lot II for Supply, Installation, Commissioning and Maintenance of Medical Equipment for health facilities in Mainland Tanzania following the negotiation meeting held on 28th January, 2022 with KAS Medics Ltd. The negotiation meeting with the supplier was convened on 8th February, 2022 at the DHS office.

3.0 NEGOTIATIONS AGENDA

3.1 Negotiation meeting was guided by the following agenda;

- i. Opening of the Meeting
- ii. Adoption of Agenda

- iii. Delivery Time of Medical Equipment
- iv. Payment issues in relation to Advance Payment
- v. Tax Matters
- vi. ISO – KAS Medics Ltd
- vii. Office Accommodation – Lease Rent
- viii. Any other Business
- ix. Closing the Meeting

i) OPENING OF THE MEETING

The meeting was opened by the Chairperson at 10:30 local time. The chairperson introduced himself and the participants.

ii) ADOPTION OF AGENDA

The chairperson started by recalling the negotiation meeting held on 28th January, 2022 and the resolution reached on each agenda. He briefed the participants on some issues which needed clarity and understanding by Supplier and the Client for smooth implementation of the contract as per instructions given by the Tender Board at its meeting held on 4th February, 2022.

iii) DELIVERY TIME OF MEDICAL EQUIPMENT

It was presented by negotiation committee on the side of the client that delivery time for medical equipment was twelve weeks (12) after effectiveness of the contract. However, the Ministerial Tender Board, after review of the minutes of negotiation held on 28th January, 2022 stressed on the same delivery period of 12 weeks basing on the completion of execution of contract by 30th June, 2022 that is within the financial year 2021/2022. It was agreed by both parties that delivery of medical equipment will be within 12 weeks after the effectiveness of the contract.

iv) ADVANCE PAYMENT

It was presented before the negotiation committee by the side of the client that the request for advance payment at a tune of 65% upon presentation of insurance bond from reputable insurance company has not been accepted by the Client. The client was ready to pay the supplier the Advance Payment the amount not exceeding 50% of the contract price. However, it was stressed that such payment must be supported by the issuance of Bank Guarantee from reputable financial institution and NOT Insurance Bond.

It was elaborated by the supplier that all the prices which have quoted were VAT exclusive. It was therefore discussed and agreed that medical devices and equipment have been exempted from VAT. It was therefore requested by the Supplier that in order to have a smooth execution of the contract Client should send a letter of introduction to TRA to introduce the Supplier (KAS Medics Ltd) regarding the contract entered between the two parties is for medical use. It was finally concluded and agreed by both parties all issues related to taxes whether direct or indirect local taxes, it will be dealt with in accordance with tax laws of Tanzania.

vi) ISO CERTIFICATE OF COMPLIANCE FOR SUPPLIER M/S KAS MEDICS LIMITED

It was presented by the Negotiation Committee on the side of the Client that a committee which conducted a Due Diligence to the Supplier's workplace found out that Company certificate of ISO was expired. In regard to this shortfall, doubt was cast on the supplier's eligibility to operate the business of this nature. The Ministerial Tender Board Meeting held on 4th February, 2022 had an opinion of getting an assurance when such certificate would be already renewed.

The supplier responded that all procedures required by the International Standard Organization have been completed and so certificate will be issued to supplier in 10 days from 9th February, 2022.

The Negotiation Committee on the side of the Client was satisfied with the response given by the supplier. The Client stressed that effort should be exerted to get the certificate of compliance as soon as possible and submit a copy of it to PO RALG for record.

vii) OFFICE ACCOMODATION LEASE RENT

It was presented by the Negotiation Committee on the side of the Client that a committee which conducted a Due Diligence to the Supplier's workplace found out that Company had unsettled debt of office accommodation whose tenure was expired. The Due Diligence Committee recommended that the supplier should settle the office accommodation debt to build credibility of the company to the society in which it operates. In regard to this shortfall, doubt was cast on the company's credibility in its business operation. The Ministerial Tender Board meeting held on 4th February, 2022 had an opinion of getting a present status of such debt to date.

The supplier responded that the debt has been settled out already, and so far, there is no outstanding debt in relation to office accommodation as it was found

The matter was received by the Supplier with concern. The supplier responded by saying that advance payment of 50% with submission of Bank Guarantee of the same amount will not help them at all to execute the contract successfully because a lot of money will be held back by the bank hence delimiting the liquidity they need to operate the business.

After discussion, it was proposed and agreed by both parties that in order each party to be assured of safety of money in the operation of business, payment should be done through **Letter of Credit (LC)** in which it was proposed that 80% of the contract price will be paid to supplier on shipment of medical devices and after the supplier has submitted to the Client the following documents;

- Shipping documents
- Bill of Lading or set of airway bill issued to the order of Bank of the Client
- Inspection certificate of compliance
- Insurance cover for medical equipment
- Packing List
- Signed Commercial Invoices

However, 20% of the contract price will be paid to supplier through normal **Bank Transfer** upon;

- Delivery of medical equipment to final destinations
- Installation and commissioning of the medical equipment
- Provision of training to staff
- Submission of Letter of Contract Completion with Delivery Notes and Commercial Invoices.

After discussion it was agreed by both parties that payment should be done through Letter of Credit (LC) which will be opened in favor of both parties.

v) **TAX MATTERS**

It was presented by the Negotiation Committee on the side of the Client that tax matters need to be clearly understood by both parties. That in the previous negotiation meeting held on 28th January, 2022 it was explained that medical devices and equipment have been exempted by taxes without qualifying what types of taxes which have been exempted, whether it is direct or indirect local taxes including withholding tax. The Ministerial Tender board at its meeting held on 4th February, 2022 instructed that tax issues should be treated basing on what types of taxes.

It was elaborated by the supplier that all the prices which have quoted were VAT exclusive. It was therefore discussed and agreed that medical devices and equipment have been exempted from VAT. It was therefore requested by the Supplier that in order to have a smooth execution of the contract Client should send a letter of introduction to TRA to introduce the Supplier (KAS Medics Ltd) regarding the contract entered between the two parties is for medical use. It was finally concluded and agreed by both parties all issues related to taxes whether direct or indirect local taxes, it will be dealt with in accordance with tax laws of Tanzania.

vi) ISO CERTIFICATE OF COMPLIANCE FOR SUPPLIER M/S KAS MEDICS LIMITED

It was presented by the Negotiation Committee on the side of the Client that a committee which conducted a Due Diligence to the Supplier's workplace found out that Company certificate of ISO was expired. In regard to this shortfall, doubt was cast on the supplier's eligibility to operate the business of this nature. The Ministerial Tender Board Meeting held on 4th February, 2022 had an opinion of getting an assurance when such certificate would be already renewed.

The supplier responded that all procedures required by the International Standard Organization have been completed and so certificate will be issued to supplier in 10 days from 9th February, 2022.

The Negotiation Committee on the side of the Client was satisfied with the response given by the supplier. The Client stressed that effort should be exerted to get the certificate of compliance as soon as possible and submit a copy of it to PO RALG for record.

vii) OFFICE ACCOMODATION LEASE RENT

It was presented by the Negotiation Committee on the side of the Client that a committee which conducted a Due Diligence to the Supplier's workplace found out that Company had unsettled debt of office accommodation whose tenure was expired. The Due Diligence Committee recommended that the supplier should settle the office accommodation debt to build credibility of the company to the society in which it operates. In regard to this shortfall, doubt was cast on the company's credibility in its business operation. The Ministerial Tender Board meeting held on 4th February, 2022 had an opinion of getting a present status of such debt to date.

The supplier responded that the debt has been settled out already, and so far, there is no outstanding debt in relation to office accommodation as it was found

earlier by the Due Diligence Committee. However the supplier in making confirmation in what he was narrating, he presented evidence of renewed lease contract between Kas Medics Limited and the Registered trustees of the Federation of Khoja Shia Ithna-Asneri Jamaats of Africa in respect of Ground Floor of Umoja Complex Ware House Unit No. GF 09, Plot No. 11, Vingunguti Industrial Area, Nyerere Road, Dar es Salaam.

The Negotiation Committee on the behalf of the client asked for the copy of contract for confirmation. Supplier produced it for verification. The Negotiation Committee on the behalf of the Client was satisfied with the work done.

viii) AOB

There was no other business for discussion

ix) CLOSING THE MEETING

The chairperson thanked the participants for effective participation and insisted the supplier to submit lease agreement for verification and further proceedings. He closed the meeting at 12:15 local time.

Signed by:

DR. ATHUMANI A. PEMBE

NAVEEN S. KUCKIAN

(CHAIRPERSON – PO RALG)

(DIRECTOR – KAS MEDICS LTD

DATE: 08/02/2022

DATE: 08/02/2022

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

NOTIFICATION OF AWARD

THE UNITED REPUBLIC OF TANZANIA

PRESIDENT'S OFFICE
REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT

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



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

In reply please quote:

Ref. No. AD.296/303/01/15

14th February, 2022

Managing Director,
KAS Medics Ltd,
S.L.P. 7856,
DAR ES SALAAM.

RE: TENDER NO. ME/022/2021-2022/HQ/G/23- SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF MEDICAL EQUIPMENT FOR HEALTH FACILITIES IN TANZANIA MAINLAND LOT- I

SUB: NOTIFICATION OF CONTRACT AWARD

Reference is made to the above captioned subject.

2. Kindly be informed that, PO-RALG Ministerial Tender Board at its meeting held on Wednesday, 09th February, 2022 approved the award of contract in favor of you after successful contract negotiations meeting held on 08th February, 2022 for the **Supply, Installation, Commissioning and Maintenance of Anesthetic Machines for Health Facilities in Tanzania Mainland LOT I** at the evaluated tender price of TZS 3,920,000,000.00.00 (Tanzania Shillings Three Billion Nine Hundred Twenty Million Only) VAT Exclusive.
3. You have to submit a performance Security of 10% of tender price before collecting the contract for implementation. I would appreciate if you will reply to this letter as soon as possible to confirm the acceptance of this offer.
4. Thank-you for your Cooperation.

Gerald G. Mweli, *ndc*
ACTING PERMANENT SECRETARY

LETTER OF ACCEPTANCE

KAS MEDICS LIMITED

Your partner in progressive healthcare



Ref. No. KAS/TAMISEMI/02/2022/009
Your Ref No.: AD.296/303/01/15

Date: 15/02/2022

Permanent Secretary,
President's Office,
Regional Administration and Local Government,
Government City, TAMISEMI Str.
P. O. Box 1923,
41185 DODOMA TANZANIA.

RE: NOTIFICATION OF CONTRACT AWARD TENDER NO.: ME/022/2021-2022/HQ/G/23 FOR
SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF MEDICAL EQUIPMENT
FOR HEALTH FACILITIES IN TANZANIA MAINLAND LOT -I
SUBJECT: ACKNOWLEDGEMENT FOR NOTIFICATION OF CONTRACT AWARD

Please refer to the captioned above and your letter with reference number: AD.296/303/01/15 dated: 14th
February, 2022

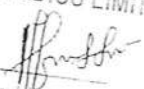
We humbly acknowledge receiving notification of awarding us a contract for aforementioned tender. We are
here confirming that we have the capability and professional expertise to conduct the contract. We therefore
accept the opportunity and promise to offer services of the highest quality.

We look forward to working with your good office.

Thank you for your cooperation

Yours Sincerely

KAS MEDICS LIMITED


Charles Lintu
Sales Admin Executive

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