

JAKAYA KIKWETE CARDIAC INSTITUTE



CONTRACT NO: PA/140/2021-2022/G/38

FOR

SUPPLY OF TELEMEDICINE ITEMS

BETWEEN

JAKAYA KIKWETE CARDIAC INSTITUTE

AND

M/S NASTECH TECHNOLOGIES LIMITED

JANUARY 2022

**CONTRACT No: PA/140/2021-2022/G/38 FOR SUPPLY OF TELEMEDICINE ITEMS
AKAYA KIKWETE CARDIAC INSTITUTE**

This contract agreement is made the 05 day of JANUARY, 2022 between Jakaya Kikwete Cardiac Institute incorporated under the laws of the United Republic of Tanzania and having its principal place of business at **P. O. Box 65141 , Mbeya, Tanzania** (hereinafter called "the Employer") and **M/S Nastech Technologies Limited**, a private limited company registered under the Company laws and having its principal place of business at **P.O. Box 31121 Dar ss Salaam, Tanzania** (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor to **Supply Telemedicine Items** ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1.
Contract
Documents**

1.1 Contract Documents (Reference GCC 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This form of Agreement and the Appendixes hereto
- (b) Tender and Price Schedules submitted by the Contractor
- (c) Special Conditions of Contract
- (d) General Conditions of Contract
- (e) Technical Specifications
- (g) Letter of acceptance

1.2 Order of Precedence (Reference GCC 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

**Article 2.
Contract Price
and Terms of
Payment**

2.1 Contract Price (Reference GCC 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the

Contractor of its obligations hereunder. The Contract Price shall be the aggregate of TZS. 170,000,000.00 (Tanzania Shillings One Hundred Seventy Million Only) VAT Exclusive as specified in Price Schedule No. 5 (Grand Summary) or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GCC 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the corresponding Appendix (Terms and Procedures of Payment) hereto.

Article 3.
Effective Date
for
Determining
Time for
Completion

3.1 Effective Date (Reference GCC 1)

The Time of Completion of the Facilities shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the performance security and the advance payment guarantee;
- (c) The Employer has paid the Contractor the advance payment
- (d) The Contractor has been advised that the documentary credit referred to in Article 2.2 above has been issued in its favor.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.


- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

**Article 4.
Appendixes**

- 4.1 The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.
- 4.2 Reference in the Contract to any Appendix shall mean the Appendixes attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.


**SIGNED BY, FOR AND ON BEHALF
OF THE EMPLOYER:**


.....
Signature
(Name) Mohamed Janahi
(Occupation) E. Director


In the presence of

.....
Signature
(Name).....
(Occupation).....

SIGNED BY, FOR AND ON BEHALF OF THE SUPPLIER:


.....
Signature
(Name) ABOUD J. KARAMA
(Occupation) M. DIRECTOR
(Address) P.O. BOX 31121

In the presence of


.....
Signature
(Name) JUMA ATHMAN KARUNGU
(Occupation) ELECTRICAL TECHNICIAN
(Address) DAR ES SALAAM



**TENDER AND PRICE SCHEDULES SUBMITTED BY THE
CONTRACTOR**

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract (GCC)

1. Definitions

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

- (a) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
- (b) "Day" means calendar day.
- (c) "Delivery" means the transfer of the goods from the Supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Entity under Contract.
- (d) "Effective Date" means the date on which this Contract becomes effective.
- (e) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
- (f) "End User" means the organization(s) where the goods will be used, as **named in the SCC**.
- (g) "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier.
- (h) "GCC" means the General Conditions of Contract contained in this section.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- (k) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the United Republic of Tanzania in accordance with the Applicable Law.

- (l) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (m) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (n) "The Goods" means all of the Medical supplies and equipment that the Supplier is required to supply to the Procuring Entity under the Contract.
- (o) "The Final Destination " where applicable, means the place or places **named in the SCC**.
- (p) "The Procuring Entity" means the organization purchasing the Goods, as **named in the SCC**.
- (q) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
- (r) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (s) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as **named in the SCC**.

- 2. **Application**
 - 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. **Governing Language**
 - 3.1 The Contract shall be written in the language **specific, in the SCC**. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

4. **Applicable Law** 4.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise **specified in the SCC.**
5. **Country of Origin** 5.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the specified institution, as further **elaborated in the SCC.**
- 5.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 5.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
6. **Standards** 6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
7. **Use of Contract Documents and Information; Inspection and Audit by the Government of the United Republic of Tanzania** 7.1 The Supplier shall not, without the Procuring Entity'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 Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 7.2 The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in GCC sub-Clause 7.1 except for purposes of performing the Contract.
- 7.3 Any document, other than the Contract itself, enumerated in GCC sub-Clause 7.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so required by the Procuring Entity.
- 7.4 The Supplier shall permit the Government of the United Republic of Tanzania to inspect the Supplier's accounts and records relating to the performance of the Contract and to

have them audited by auditors appointed by the Government, if so required by the Government.

8. **Certification of Goods in Accordance with Laws of the United Republic of Tanzania**

 - 8.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the United Republic of Tanzania as **specified in the SCC**. The Procuring Entity undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the United Republic of Tanzania.
 - 8.2 Unless otherwise **specified in the SCC**, the Contract shall become effective on the date ('the Effective Date") that the Supplier receives written notification from the relevant authority in the United Republic of Tanzania that the Goods have been registered for use in the United Republic of Tanzania.
 - 8.3 If thirty (30) days, or such longer period **specified in the SCC**, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub- Clause 8.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.
9. **Patent Rights**

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

 - 10.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Procuring Entity the performance security in the amount **specified in the SCC**.
 - 10.2 The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
 - 10.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring Entity, and shall be in one of the following forms:

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

b) A cashier's or certified check.

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

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

11. Inspections and Tests

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

(a) Said inspection and testing is for the Procuring Entity's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.

(b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.

(c) Upon receipt of the Goods at place of Final Destination, the Procuring Entity's representative shall inspect the Goods or part of the Goods to ensure at they conform to the condition of the Contract and advise the Procuring Entity that the Goods were received in apparent good order. The Procuring Entity will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.

11.2 Where the Supplier contests the validity of the rejection by the Procuring Entity or his representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination, whether based on product or packing

grounds, a sample drawn jointly by the Supplier and Procuring Entity or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Procuring Entity and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

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

12. Packing

12.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

12.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC** or Technical Specifications, and in any subsequent instructions ordered by the Procuring Entity.

13. Delivery and Documents

13.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in the SCC**.

13.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "CFR" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

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

14. Insurance

14.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**.

- 14.2 Where delivery of the Goods is required by the Procuring Entity on a CFR basis, the Supplier shall arrange and pay for cargo insurance, naming the Procuring Entity as beneficiary.
15. **Transportation**
- 15.1 Where the Supplier is required under Contract to deliver the Goods CFR 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.
- 15.2 Where the Supplier is required under Contract to deliver the Goods CFR, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 15.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 15.4 Where the Supplier is required under Contract to deliver the Goods CFR, no restriction shall be placed on the choice of carrier
16. **Incidental Services**
- 16.1 The Supplier shall provide such incidental services, if any, as are **specified in the SCC**.
- 16.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17. **Warranty**
- 17.1 All goods must be of fresh manufactured and must bear the dates of manufacture and expiry.

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

adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

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

18. Payment

- 18.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in the SCC**.
- 18.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing or in electronic forms that provide

record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.

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

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

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

19. Prices

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

20. Change Orders

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

(a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.

21. **Contract Amendments** 21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
22. **Assignment** 22.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.
23. **Delays in the Supplier's Performance** 23.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
- 23.2 If at any time during performance of the Contract, the Supplier or its sub Supplier(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.
- 23.3 Except as provided under GCC Clause 26, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon pursuant to GCC Clause 23.2 without the application of liquidated damages.
24. **Liquidated Damages** 24.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the 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 the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in the SCC**. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 25.
25. **Termination for Default** 25.1 The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

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

For the purpose of this clause:

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

“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;

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

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

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

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

25.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 25.1, 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.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 23, 24, and 25, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

26.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity 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, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

27. Termination for Insolvency

27.1 The 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 that has accrued or will accrue thereafter to the Procuring Entity.

28. Termination for Convenience

28.1 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 extent to which performance of the Supplier under the

Contract is terminated, and the date upon which such termination becomes effective.

28.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. 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.

29. **Settlement of Disputes**

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

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

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

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

29.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

30. **Limitation of Liability**
- 30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 9,
- (a) the Supplier shall not be liable to the 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.
31. **Notices**
- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address **specified in the SCC**.
- 31.2 A notice shall be effective when delivered or on notice's effective date, whichever is later.
32. **Taxes and Duties**
- 32.1 A Supplier supplying Goods from abroad shall entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Unit Republic of Tanzania.
- 32.2 A Supplier supplying Goods offered locally shall entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods the Procuring Entity.
33. **Suspension of Financing**
- 33.1 In the event that the source of financing is suspended to the Procuring Entity, from which part of the payments to the Supplier are being made:
- (a) The Procuring Entity is obligated to notify the Supplier of such suspension within 7 days of having received the financing agency's suspension notice.
 - (b) If the Supplier has not received sums due it within the 28 days for payment provided for in Sub-Clause 45.1, the Supplier may immediately issue a 14-day termination notice.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		Definitions (GCC Clause 1)
1.	GCC 1.1 (p)	The Purchaser is: Jakaya Kikwete Cardiac Institute The Executive Director, Jakaya Kikwete Cardiac Institute, Kalenga Road, Maliki Street, P.O. Box 65141, Dar Es Salaam Tel. +255 22 2152392
2.	GCC 1.1 (s)	The Tenderer is: Nastech Technologies limited P.O.Box 31121 Dar es salaam.
3.	GCC 1.1 (o)	The Final Destinations is DDP (Dar es Salaam, Jakaya Kikwete Cardiac Institute (JKCI) for Overseas Suppliers and Local Suppliers.
4.	GCC 1.1 (f)	The end user is Jakaya Kikwete Cardiac Institute.
		Governing Language (GCC Clause 3)
5.	GCC 3.1	Governing language shall be English
		Applicable Law (GCC Clause 4)
6.	GCC 4.1	The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania.
7.	GCC 5.1	Country of Origin is: Any eligible country
8.	GCC 8.1	All products tendered must meet the requirements of manufacturing legislation and regulation of medical supplies and equipment in the country of origin and copies of registration must be submitted with tender document.
9.	GCC 8.2	Where the goods were not registered at the time of award, Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the Tanzania Medicines and Medical Devices Authority that the Goods have been registered for use in the United Republic of Tanzania.
10.	GCC 8.3	If thirty (30) days, or such longer period elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub- Clause 8.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void.
11.	GCC 10.1	Performance security shall be : NA
12.	GCC 10.4	Discharge of the Performance Security shall take place in accordance with GCC Sub-Clause 10.4.
13.	GCC 12.2	The following SCC shall supplement GCC Clause 11.2:

		<p>The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification.</p> <p>The Goods shall be packed properly in accordance with standard required to facilitate easy storage and prevent them from damage or deterioration during transit to JKCI. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, sunlight, humidity, salt and precipitation during transit and storage.</p> <p>In addition:</p> <ol style="list-style-type: none"> a. All products must have the dates of manufacture and expiry where applicable and they must reach at JKCI with a remaining shelf life of not less than 80% or 2 years of the total stipulated shelf life at the time of manufacturer. b. Label for products should include <ul style="list-style-type: none"> - Content per pack, Special storage requirements, batch number, date of manufacture and date of expiry where applicable
14.	GCC 13.1 & 13.3	<p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:</p> <ol style="list-style-type: none"> i) Three originals and two copies of the Supplier's invoice, showing Purchaser as; the Contract number, loan number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal. ii) One original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; iii) Four copies of the packing list identifying contents of each package; iv) Copy of the Insurance Certificate, showing the Purchaser as the beneficiary;

		<p>v) One original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;</p> <p>vi) One original of the Supplier's Certificate of Origin covering all items supplied;</p> <p>vii) Original copy of the Certificate of Inspection (Pre Verification of Conformity PVoC) furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);</p> <p>viii) Any other procurement-specific documents required for delivery / payment purposes.</p> <p><i>For Goods from within the United Republic of Tanzania.</i></p> <p>Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:</p> <p>i. Two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp / seal;</p> <p>ii. Electronic Fiscal Device (EFD) Receipt.</p> <p>iii. Two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as Jakaya Kikwete Cardiac Insititute and delivery through to final destination as stated in the Contract.</p> <p>iv. Copy of the Insurance Certificate, showing the Purchaser as the beneficiary,</p> <p>v. Four copies of the packing list identifying contents of each package;</p> <p>vi. One original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;</p> <p>vii. One original of the Supplier's Certificate of Origin covering all items supplied;</p> <p>viii. Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);</p> <p>ix. Certificate of conformity issued by the regulatory Authority;</p> <p>x. other procurement-specific documents required for delivery / payment purposes.</p> <p>Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 9 (GCC 9) above.</p>
	GCC 14.1	The insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes.
16.	GCC 16.1	Incidental services to be provided are: N/A
	Warranty (GCC Clause 17)	
17.	GCC 17.1	Items supplied shall be under a warranty of at least 1 years.

18.	GCC 17.4	The period for the replacement of defective goods is: 30 days
Payment (GCC Clause 18)		
19.	GCC 18.1 & 18.4	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in currency of the Contract Price in the following manner:</p> <p>i) On delivery, Inspected and acceptance hundred (100) percent of the shipped goods price shall be paid through telegraphic transfer.</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania: Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Contract currency as follows:</p> <p>i) On delivery and acceptance: Hundred (100) percent of the received goods price shall be paid within thirty (30) days after receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser</p>
Prices (GCC Clause 19)		
20.	GCC 19.1	There are no special conditions of contract applicable to GCC 19.1
Liquidated Damages (GCC Clause 24)		
21.	GCC 24.1	Applicable rate: 0.5 percent per week of undelivered goods value. Maximum deduction is equal to the performance security 10% of the contract price.
Settlement of Disputes (GCC Clause 29)		
22.	GCC 29.2.2	<p>The dispute resolution mechanism to be applied pursuant to GCC sub-Clause 29.2.2 shall be as follows:</p> <p>All disputes arising in connection of this contract shall be settled through arbitration in accordance with the laws of Tanzania.</p> <p>The place of arbitration, cost of arbitrator and mode of payment shall be as according to Tanzania Institute of Arbitrator Rules.</p>
Notices (GCC Clause 31)		
23.	GCC 31.1	<p>The Purchaser's address for notice purposes:</p> <p>Executive Director, Jakaya Kikwete Cardiac Institute, Kalenga Street, Maliki Road, P.O.Box 65141, Dar es Salaam, Tanzania Tel: 255 22 2151379 Fax: 255 22 2150534</p>

SECTION VI: SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENT.

S/No.	Item	Unit	Quantity	Delivery Period
1	Workstation Computers	Each	3	Five Weeks
2	Desktop Computer	Each	2	Five Weeks
3	UPS 750VA	Each	5	Five Weeks
4	Access Control door Lock	Set	2	Five Weeks
5	Server	Each	2	Five Weeks
6	Data cabinet 42U RS-series server racks	Each	1	Five Weeks
7	Router cisco ISR – Sec K9 Router	Each	1	Five Weeks
8	Cisco catalyst 9200 POE 24 Port	Each	2	Five Weeks
9	65inch Smart TV with Bracket	Each	1	Five Weeks
10	IP phone Yealink	Each	2	Five Weeks
11	IP PBX YearStar S20	Each	1	Five Weeks
12	CCTV camera	Each	8	Five Weeks
13	Executive Chair	Each	8	Five Weeks
14	Office Table	Each	1	Five Weeks
15	Min conference table	Each	1	Five Weeks
16	Video Conference Camera, Mic, Speakers (All in one)	Each	1	Five Weeks
17	UPS 10KVA	Each	1	Five Weeks
18	LAN Accessories and Installation	Each	1	Five Weeks
19	Network Storage device	Each	1	Five Weeks
20	Installation of Video conference facility at JKCI boardroom.	Each	1	Five Weeks

Quantity Requested: 5

The objective is to regulate power and to provide emergency power to a load when the input power source or mains power fails.

Specification

Smart-UPS 750VA, 230V, LCD, 6x IEC 320 C13 & 2x IEC Jumpers outlets

Detail Specification

Output power capacity

600 Watts / 750VA

Output Connections (2) IEC Jumpers (Battery Backup)

(6) IEC 320 C13 (Battery Backup)

Nominal Output Voltage 230V / 220V

Cord Length 1.8meters

Run time for load 4m 34s

4. Access Control door lock

Device Requested: 2 set

This is the figure print access control door lock which will be used to secure access to the server room and telemedicine hub facility.

Specific recommended is ZKTP F18 because of uniformity with other devices used within the institute.

Quantity Requested: 2

Specification

Fingerprint Capacity 3000 Templates

Algorithm Version ZK Finger VX9.0&10.0

Communication RS232/485, TCP/IP, USB-host

Access Control Interface 3rd Party Electric Lock, Door Sensor, Exit Button, Alarm,

Doorbell

Wiegand Signal Input and Output

5. Server

This is the central repository for radiology images and applications for the Teleconference hub

Quantity Requested: 2

Specification

The below specification is the minimum requirement for the server required for the telemedicine hub installation.

Proposed HPE ProLiant DL380 Gen 10

Chassis: 2U Rack Mountable Processor: Latest generation 8-cores HDD: 1T x 6 SAS Network

card: 4 Ports 10/100/1000 Gigabit Ethernet Smart Memory: 24DIMM slots, 16 GB DIMMS

scalable upto 1.5TB using DDR4 Registered DIMM (RDIMM) operating at 2933/2666 MHz

(depending on processor model). Should be capable of identifying and reporting whether

genuine OEM memory is installed for system reliability Power Supply: 2 power supplies

USB Ports: 8 USB 3.0 ports, 5 rear & 3 front Optical DVD writer drive Systems Insight

Display LEDs represent the system board layout Health LED board VGA ports rear & front

RAID Levels Supported: RAID 0, 1, 5, 6 Controller: The server should support Onboard

SATA software RAID controller supporting SSD/HDD and at least two M.2 drives. In

addition, server should support one of the below controllers supporting Mixed Mode which

combines RAID and HBA mode, PCIe 3.0 based 12Gb/s SAS Raid Controller with RAID 0/1/1+0/5/50/6/60/1 Advanced Data Mirroring/10 Advanced Data Mirroring (onboard or on a PCI Express slot) or PCIe 3.0 based 12Gb/s SAS Raid Controller with RAID 0/1/1+0/5/50/6/60/1 Advanced Data Mirroring/10 Advanced Data Mirroring with 4GB battery backed write cache (onboard or on a PCI Express slot). Storage controller should support Secure encryption/data at rest Encryption

Include: Veeam backup software
: VMware for a server that allows 5 virtualizations.

6. Data Cabinet

The cabinet is used to store the server, switch and router in the rack

Quantity Requested: 1

Specification

42U RS-series server racks

42U Data Cabinet 3x 6 Way PDU (PDU 6 UK sockets, UK plug), 4 Shelves & 4 Fans Included. Single Mesh Front Door with Handle Lock, double mesh back door with lock, front door 1 & rear door 2, 2 side panels, 2 frames, 1 top cover with fans, 1 bottom with 4 castor, 4 leveling feet, 4 vertical rails, 6 horizontal rails, 2 vertical cable managers, 12 cubes, 1 bag of screws, 2 set locks and keys,

7. Router/firewall

Quantity Required : 1

Recommended router for the Project

The proposed device is XGS 5500 with license of 1 year as per eGA guideline

8. Switch

Proposed : Cisco Catalyst 9200

The switch aims to allow the intelligence route of the data packet in the network on the multiple nodes

Quantity Requested: 2

For uniformity, the recommended switch for the project is Cisco Catalyst 9200 Layer 2 Image: Advanced K9 Preferred: Cisco Catalyst 9200 Layer 2 Ports: At least 24 Gigabit Ethernet PoE+ Ports , 2 Combo GE/SFP uplinks Features: VLANs, Syslog, IPv6, Access Control List (ACL) support, RADIUS. Network / Transport Protocol: DHCP, Layer 2 capabilities, Include Console Cable

9. 65inch Smart TV with Bracket

Quantity Requested: 1

Available Screen Sizes: 65 inches or more

Screen Type: QLED or LED or OLED, LED with Quantum dot

Refresh Rate: 120 Hz

HDMI ports: 4 HDMI (1 HDMI 2.1)

Support RJ 45
Android OS
Smart TV

10. IP phone

Quantity Requested: 2

These IP phones which use VoIP technology will be located in the boardroom and teleconference room.

HD IP Phone with Optima HD Voice, 3.66" 240x120 pixel graphical LCD with Backlight, colored screen, Touchscreen Dual-port Gigabit Ethernet, PoE Support, 6 SIP accounts, IP Phone Port PoE Injector adapter, Wall Mountable

For uniformity, the recommended handset proposed is

Brand Yealink

Module T46S

Number of Batteries 1 CR123A battery required.

Power Source Corded Electric

Item Dimensions LxWxH 9.61 x 8.39 x 7.28 inches

Answering System Type Digital

Item Weight 3.09 Pounds

Phone Talk Time 24 Hours

Caller Identification No

11. PBX

Quantity required : 1

Proposed IP PBX Yeaster S100

100 Users, 50 Concurrent Calls, Up to 1 GSM/4 FXO Ports, 1 x Giga LAN, 1 X Giga Wan, Call recording included, rack mountable, SIP Trunks, 2 x Onboard module slots

12. CCTV camera

Proposed CCTV set with 8 cameras, IP DVR with 4Tb storage and small LCD monitor.

Specification

Brand name: HikVision.

Camera: IP camera indoor

Camera QTY: 8 or more

Hard disk storage: 4terabyte

DVR : HikVision IP support Claude

Monitor: LCD 32 inch or more

13. Furniture

Description	Quantity
Executive Chair	8
Office table	1
Min conference table	1

14. Video Conference Camera, Mic, Speakers (All in one)

Detail specification

Description Quantity

Video conference tools all in one which uses Logitech solution (Full-range speakersystem, Beamformingmicrophone array, 4K Ultra HDCamera with 5XHD zoom, and Motorized pan/tilt lens)

1080p Full HD video calling (up to 1920 x 1080 pixels @ 30 fps) 720p HD video calling (up to 1280 x 720 pixels @ 30 fps) Plug and Play USB Connectivity Integrated microphone with 3 beamforming elements Pickup Range: MeetUp: 4 meters, Expansion Mic: 5 meters VAD (Voice activity detector) Microphone background noise suppression Microphone data rate: 32 kHz sampling rate Recommended # of participants: 6 Recommended # of participants with expansion mic: 1
Table speaker 1
Zoom license : Support Over 1000 with 1year license. (Business license)

15. UPS 10KVA

Power and Form Factor: 10KVA/9KW Online Tower UPS N+X parallel redundancy Online double conversion with DSP control Input current harmonic:

Input Connections

Hard wire 3-wire (1P + N + E), Hard wire 5-wire (3P + N + E)

Module

10 kVA / 8 kW

Output : 220/230/240 VAC

16. LAN Accessories and Installation

Local Area Network Installation and Accessories for the Telemedicine Hub and other areas necessaries to facilitate the connectivity (Control Room).

17. Installection of Video conference facility at JKCI boardroom

The main objective: facilitate to have better environment to provide training to the remote site (RRH), LGAs etc

Logitech Rally Plus set, Logitech PTZ 2 pro camera, Larry camera mounting kit, Logitech meetup mic extension cable, Connection cables and accessories, Zoom meeting pro 1-year license, Configuration and installation charges.

18. Network Storage device

Quantity requested: 1

Network Storage device, Specification QNAP TS-873A 8-Bay 80TB NAS w/ 8x10TB Exos with UPS 750AV

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 13th December, 2021, WE the undersigned **NASTECH TECHNOLOGIES LIMITED** of P.O.BOX 31121, by virtue of authority conferred to us by the Board Resolution **BR/JKCI/M04/2021-2022** of 13th December, 2021, do hereby ordain nominate and appoint **ABOUD KARAMA** of P.O.BOX 31121 to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of Tender No. **PA/140/2021-2022/G/38** that is to say;

To act for the company and do any other thing or things incidental for **PA/140/2021-2022/G/38** of **SUPPLY OF TELEMEDICINE EQUIPMENT Using FRAMEWORK AGREEMENT** for the **JAKAYA KIKWETE CARDIAC INSTITUTE**;

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

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

SEALED with the common seal of the said **NASTECH TECHNOLOGIES LIMITED** and delivered in the presence of us this 13th day of December, 2021.

IN WITNESS whereof we have signed this deed on this 13th day of December, 2021 at *Dar es salaam* for and on behalf of **NASTECH TECHNOLOGIES LIMITED**

SEALED and DELIVERED by the
Common Seal of **NASTECH TECHNOLOGIES LIMITED**
This 13th December, 2021



.....
DONOR



BEFORE ME:
OMARY F SAID.....
P.O.BOX 34306 DAR ES SALAAM

[Signature]
COMMISSIONER FOR OATHS



ACKNOWLEDGEMENT

I **ABOUD KARAMA** doth hereby acknowledge and accept to be Attorney of the said **NASTECH TECHNOLOGIES LIMITED** under the terms and conditions contained in this **POWER OF ATTORNEY** and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
ABOUD KARAMA Identified to me
by
The latter known to me personally
This 13th December, 2021

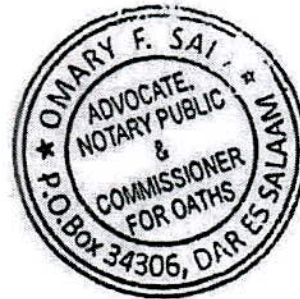
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.....
DONEE

BEFORE ME

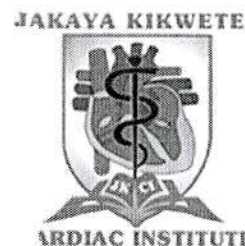
OMARY F SAID.....
P.O.BOX 34306 DAR ES SALAAM

[Signature]
COMMISSIONER FOR OATHS





THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT,
GENDER, ELDERLY AND CHILDREN
**JAKAYA KIKWETE CARDIAC INSTITUTE
(JKCI)**



In reply please quote: **Ref. No. PA/140/2021-2022/G/38/01**

Date: 05/01/2022

M/S Nastech Technologies Limited
P.O. Box 31121
DA ES SALAAM

Dear Sir/Madam,

Re: **INTENSION OF AWARD OF CONTRACT FOR SUPPLY OF
TELEMEDICINE ITEMS TENDER NO. PA/140/2021-2022/G/38**

Reference is made to the above subject.

Please be informed that the Jakaya Kikwete Cardiac Institute through the Tender Board Circular Resolution No.158 has approved award of Contract for For Supply of Telemedicine Items Tender No. PA/140/2021-2022/G/38 to M/s Nastech Technologies Limited at a contract price of Tanzania Shillings one hundred Seventy millions only (TZs 170,000,000.00/=) VAT Inclusive.

You are therefore required to confirm your acceptance to the undersigned so as to enable preparation of contract.

Dr. Delilah Kimambo
For: EXECUTIVE DIRECTOR



NASTECH TECHNOLOGIES LTD

P.O. Box 31121, Mob: +255 685 444 999
Dar Es Salaam – Tanzania: info@nastech.co.tz

05th January, 2022

Our Ref: NTL/JKCI/ACCEPT/01/2022

EXECUTIVE DIRECTOR,
JAKAYA KIKWETE CARDIAC INSTITUTE
P.O.BOX 65141
DAR ES SALAAM
TANZANIA


DEAR Sir

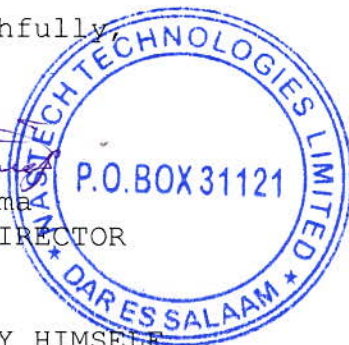
RE: ACCEPTANCE OF THE AWARD OF TENDER FOR THE SUPPLY
TELEMEDICINE ITEMS FOR JAKAYA KIKWETE CARDIAC INSTITUTE
TENDER NO: PA/140/2021-2022/G/38

We do hereby acknowledge the receipt of your letter Ref No. PA/140/2021-2022/G/38 dated 05th January, 2022 notifying us of your decision to award us of the above-mentioned tender.

We are happy and pleased to confirm our acceptance of the award of the above mentioned tender priced 170,000,000 (Tanzania Shillings One Hundred Seventy Million Only) VAT inclusive.

Yours Faithfully


Aboud Karama
MANAGING DIRECTOR



RESIGNED BY HIMSELF



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT,
GENDER, ELDERLY AND CHILDREN

JAKAYA KIKWETE CARDIAC INSTITUTE
(JKCI)



Cables: "Muhimbili"

Postal Address:

Telephone: +255-22-2151379

FAX: +255-22-2150534

Email: info@jkci.or.tz

P.O. Box 65141
DAR ESALAAM
Tanzania

RE: NEGOTIATION MEETING BETWEEN JAKAYA KIKWETE CARDIAC INSTITUTE AND NASTECH TECHNOLOGIES LIMITED FOR TENDER NO. PA/140/2021-2022/G/38 SUPPLY OF TELEMEDICINE ITEMS HELD ON 05TH JANUARY, 2022.

1:0 Present:

1. Ms. Flavian Masegese Chairperson
2. Mr. Lucas Jilulu Member

1:1 Invitee

Mr. Aboud Jabir Karama Managing Director, Nastech Technologies Limited

1.2 Agenda

1. Opening of the meeting
2. Negotiation on prices
3. Delivery Period
4. Closing of the meeting

Agenda	Item/Issue	Agreement
1:1	Opening of the meeting	The meeting was opened at 09: 28 hours at ICT office, second floor.
1:2	Reduction of price	It was agreed that that price should be reduced from 176,908,470.00 to 170,000,000.00
1:3	Delivery Period	It was agreed that delivery period will be five weeks from the date of signing contract.

1.4 Closing of the meeting.

The meeting was closed at 09:55 hours.

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

For the Procuring Entity	For the Tenderer.
Signature: <i>Paul</i>	Signature: <i>Aboud J. Karama</i>
Name: <i>Flaviana Paul Masegese</i>	Name: <i>ABOUD J. KARAMA</i>
Position: <i>Senior ICTO</i>	Position: <i>M. DIRECTOR</i>
Date: <i>05/01/2022</i>	Date: <i>05.01.2022</i>

SCHEDULE OF REQUIREMENT.

S/No.	Item	Unit	Quantity	Rate	Amount
1.	Workstation Computers	Each	3	7,280,000	21,840,000
2.	Desktop Computer	Each	2	2,480,000	4,960,000
3.	UPS 750VA	Each	5	1,362,010	6,810,050
4.	Complete Access Control door Lock	Set	2	1,280,000	2,560,000
5.	Server	Each	2	16,184,330	32,368,660
6.	Data cabinet 42U RS-series server racks	Each	2	1,760,000	3,520,000
7.	Sophos XGS 2100 3 years license	Each	1	21,200,000	21,200,000
8.	Cisco catalyst 9200 POE 24 Port switch	Each	1	4,300,000	4,300,000
9.	65 inch Smart TV with Bracket	Each	1	4,355,000	4,355,000
10.	IP phone Yealink	Each	2	840,000	1,680,000
11.	IP PBX Year Star S100	Each	1	2,768,000	2,768,000
12.	CCTV camera at Telemedicine area with NVR with 8 channel 4TB included, 8 camera HD	set	1	3,650,000	3,650,000
13.	Executive Chair	Each	8	620,000	4,960,000
14.	Long Office Table for tree PCs	Each	1	1,450,000	1,450,000
15.	Min conference table	Each	1	2,135,000	2,135,000
16.	Video Conference Camera, Mic, Speakers (All in one) telemedicine room	Each	1	6,650,000	6,650,000
17.	UPS 10KVA	Each	1	10,135,000	10,135,000
18.	Network Storage device 40TB	Each	1	11,150,000	11,150,000
19.	Data cabinet 6U	PC	1	220,000	220,000

20.	Zoom license Cloud solution \Interprise	year	2	716,145	1,432,290
21.	D-link Switch 24 port	PC	1	225,000	225,000
22.	UTP cat 6	Box	2	365,000	730,000
23.	Trunk 100X50	PC	5	40,000	200,000
24.	Face plate	PC	14	13,000	182,000
25.	Switch Socket twin	PC	14	11,000	154,000
26.	Electrical power cable 3core 2.5 mm	m	100	3,200	320,000
27.	Board room video conference installation with Rall Plus with two camera with Logitech PTZ pro.	Set	1	14,000,000	14,000,000
28.	Installation cost of LAN and repair of current control room cables	Lampsum	1	6,045,000	6,045,000
				TOTAL	170,000,000

"One Hundred Seventy Millions Tanzania Shillings Only. VAT INCLUSIVE"



STAMENT OF REQUIREMNT

S/No.	Item	Unit	Quantity	Comply /Not comply
1.	Workstation Computers	Each	3	comply
2.	Desktop Computer	Each	2	Comply
3.	UPS 750VA	Each	5	Comply
4.	Complete Access Control door Lock	Set	2	Comply
5.	Server	Each	2	Comply
6.	Data cabinet 42U RS-series server racks	Each	2	Comply
7.	Sophos XGS 2100 3 years license	Each	1	Comply
8.	Cisco catalyst 9200 POE 24 Port switch	Each	1	Comply
9.	65inch Smart TV with Bracket	Each	1	Comply
10.	IP phone Yealink	Each	2	Comply
11.	IP PBX Year Star S100	Each	1	comply
12.	CCTV camera at Telemedicine area with NVR with 8 channel 4TB included, 8 camera HD	set	1	Comply
13.	Executive Chair	Each	8	comply
14.	Long Office Table for tree PCs	Each	1	Comply
15.	Min conference table	Each	1	Comply
16.	Video Conference Camera, Mic, Speakers (All in one) telemedicine room	Each	1	Comply
17.	UPS 10KVA	Each	1	Comply
18.	Network Storage device 40TB	Each	1	Comply
19.	Data cabinet 6U	PC	1	Comply
20.	Zoom license Cloud solution\Enterprise	year	2	Comply
21.	D-link Switch 24 port	PC	1	Comply
22.	UTP cat 6	Box	2	Comply

23.	Trunk 100X50	PC	5	Comply
24.	Face plate	PC	14	Comply
25.	Switch Socket twin	PC	14	Comply
26.	Electrical power cable 3core 2.5 mm	m	100	Comply
27.	Board room video conference installation with Rall Plus with two camera with Logitech PTZ pro.	Set	1	Comply
28.	Installation cost of LAN and repair of current control room cables	Lampsum	1	Comply



SPECIFICATION FOR THE TELEMEDICINE HUB INSTALLATION AT JAKAYA KIKWETE CARDIAC INSTITUTE

The Objective

Telemedicine is one of the methods used to provide clinical service online, With the limited number of experts the government has set aside funds to allow the intern connection between facilities within the government to allow effective uses of the expert to save the life of remote site patients but also to provide training.

The below is the list of the **minimum** requirements and specifications for the **Telemedicine Hub Installation** within Jakaya Kikwete Cardiac Institute.

REQUIREMENT SPECIFICATION FOR TELEMEDICINE HUB

1. Workstation computers

Quantity Requested: 3 **Specification**

Processor / Chipset CPU: Intel Xeon E5-1650V2 / 3.5 GHz, Max Turbo Speed. 3.9 GHz, Number of Cores. 6-core, Chipset Type. Intel C602, Processor Main Features. Hyper-Threading Technology, Intel Turbo Boost Technology 2, Processor Socket. LGA2011 Socket, Operating System: Licensed Windows 10 Professional Microsoft Office: Microsoft Office 2019 Professional Antivirus: Include antivirus software Radiology Monitor Size: 24 inch Backlight: LED Native Resolution: 1536 x 2048 (3:4 aspect ratio) Display Colors: 10-bit (DisplayPort): 1.07 billion from a palette of 543 billion (13-bit) colors 8-bit: 16.77 million from a palette of 543 billion (13-bit) colors Video Signals: DisplayPort x 3, HDMI, DVI-D (dual link) USB: 3 Ports of USB 3.0 Certifications & Standards: CE (Medical Device), EN60601-1, ANSI/AAMI ES60601-1, CSA C22.2 No. 601-1, IEC60601-1, VCCI-B, FCC-B, CAN ICES-3 (B), RCM, RoHS, China RoHS, WEEE, CCC, EAC

Inclusive: Microsoft Office 2016 or above, Genuine Anti-Virus

2. Desktop computers

Quantity Requested: 2 **Specification**

Processor: Intel Core i5 Processor, Base Frequency at least 2.0 GHz, 8M Cache Operating system: RAM Memory Total: 8 GB upgradable to 16GB Intel Hard drive: 500GB, 7200RPM Operating System: Windows 10 Professional 64 - English, with latest service pack System Recovery DVD Office Application: Microsoft Office 2016 Antivirus: Include antivirus software I/O ports: Front-side Mic/Headset ports, USB Ports: Two Front-side and Two Back-, Left-, or Right-side USB Ports Memory speed: Video adapter: Integrated Video Intel Audio adapter: Integrated Audio DVD: DVD Recordable (with DVD Playback & Burner Software) for Win Networking: Integrated Gigabit Ethernet Intel

Keyboard: Full Size - US English Pointing device: Optical Mouse with Scroll Button Speakers: Internal speaker Power cord: Line Cord – US Monitor: 22 inches wide LED monitor Rack mountable kit

Inclusive: Genuine Anti-Virus

3. UPS 750

Quantity Requested: 5

The objective is to regulate power and to provide emergency power to a load when the input power source or mains power fails.

Specification

Smart-UPS 750VA, 230V, LCD, 6x IEC 320 C13 & 2x IEC Jumpers outlets

Detail Speficaiton

Output power capacity	600 Watts / 750VA
Output Connections	(2) IEC Jumpers (Battery Backup) (6) IEC 320 C13 (Battery Backup)
Nominal Output Voltage	230V /220V
Cord Length	1.8meters
Run time for load	4m 34s

4. Access Control door lock

Device Requested: 2 set

This is the figure print access control door lock which will be used to secure access to the server room and telemedicine hub facility.

Specific recommended is **ZKTP F18** because of uniformity with other devices used within the institute.

Quantity Requested: 2

Specification

Fingerprint Capacity	3000 Templates
Algorithm Version	ZK Finger VX9.0&10.0
Communication	RS232/485, TCP/IP, USB-host
Access Control Interface	3rd Party Electric Lock, Door Sensor, Exit Button, Alarm, Doorbell
Wiegand Signal	Input and Output

5. Server

The is the central repository for radiology images and applications for the Teleconference hub

Quantity Requested: 2

Specification

The below specification is the minimum requirement for the server required for the telemedicine hub installation.

Proposed HPE ProLiant DL380 Gen 10

Chassis: 2U Rack Mountable Processor: Latest generation 8-cores HDD: 1T x 6 SAS Network card: 4 Ports 10/100/1000 Gigabit Ethernet Smart Memory: 24DIMM slots, 16 GB DIMMS scalable upto 1.5TB using DDR4 Registered DIMM (RDIMM) operating at 2933/2666 MHz (depending on processor model). Should be capable of identifying and reporting whether genuine OEM memory is installed for system reliability Power Supply: 2 power supplies USB Ports: 8 USB 3.0 ports, 5 rear & 3 front Optical DVD writer drive Systems Insight Display LEDs represent the system board layout Health LED board VGA ports rear & front RAID Levels Supported: RAID 0, 1, 5, 6 Controller: The server should support Onboard SATA software RAID controller supporting SSD/HDD and at least two M.2 drives. In addition, server should support one of the below controllers supporting Mixed Mode which combines RAID and HBA mode, PCIe 3.0 based 12Gb/s SAS Raid Controller with RAID 0/1/1+0/5/50/6/60/1 Advanced Data Mirroring/10 Advanced Data Mirroring (onboard or on a PCI Express slot) or PCIe 3.0 based 12Gb/s SAS Raid Controller with RAID 0/1/1+0/5/50/6/60/1 Advanced Data Mirroring/10 Advanced Data Mirroring with 4GB battery backed write cache (onboard or on a PCI Express slot). Storage controller should support Secure encryption/data at rest Encryption

Include: Veeam backup software

: VMware for a server that allows 5 virtualizations.

6. Data Cabinet

The cabinet is used to store the server, switch and router in the rack

Quantity Requested: 1

Specification

42U RS-series server racks

42U Data Cabinet 3x 6 Way PDU (PDU 6 UK sockets, UK plug), 4 Shelves & 4 Fans Included. Single Mesh Front Door with Handle Lock, double mesh back door with lock, front door 1 & rear door 2, 2 side panels, 2 frames, 1 top cover with fans, 1 bottom with 4 castor, 4 leveling feet, 4 vertical rails, 6 horizontal rails, 2 vertical cable managers, 12 cubes, 1 bag of screws, 2 set locks and keys,

7. Router/firewall

Quantity Required : 1

Recommended router for the Project

The proposed device is **XGS 2100** with license of 1 year as per eGA guideline

8. Switch

Proposed : **Cisco Catalyst 9200**

The switch aims to allow the intelligence route of the data packet in the network on the multiple nodes

Quantity Requested: 2

For uniformity, the recommended switch for the project is **Cisco Catalyst 9200 Layer 2**

Image: Advanced K9 Preferred: Cisco Catalyst 9200 Layer 2 Ports: At least 24 Gigabit Ethernet PoE+ Ports , 2 Combo GE/SFP uplinks Features: VLANs, Syslog, IPv6, Access Control List (ACL) support, RADIUS. Network / Transport Protocol: DHCP, Layer 2 capabilities, Include Console Cable

9. 65inch Smart TV with Bracket

Quantity Requested: 1

Available Screen Sizes: 65 inches or more

Screen Type: QLED or LED or OLED, LED with Quantum dot

Refresh Rate: 120 Hz

HDMI ports: 4 HDMI (1 HDMI 2.1)

Support RJ 45

Android OS

Smart TV

10. IP phone

Quantity Requested: 2

These IP phones which use VoIP technology will be located in the boardroom and teleconference room.

HD IP Phone with Optima HD Voice, 3.66" 240x120 pixel graphical LCD with Backlight, colored screen, Touchscreen Dual-port Gigabit Ethernet, PoE Support, 6 SIP accounts, IP Phone Port PoE Injector adapter, Wall Mountable

For uniformity, the recommended handset proposed is

Brand Yealink

Module T46S

speakersystem, Beamformingmicrophone array, 4K Ultra HDCamera with 5XHD zoom, and Motorized pan/tiltlens) 1080p Full HD video calling (up to 1920 x 1080 pixels @ 30 fps) 720p HD video calling (up to 1280 x 720 pixels @ 30 fps) Plug and Play USB Connectivity Integrated microphone with 3 beamforming elements Pickup Range: MeetUp: 4 meters, Expansion Mic: 5 meters VAD (Voice activity detector) Microphone background noise suppression Microphone data rate: 32 kHz sampling rate Recommended # of participants: 6 Recommended # of participants with expansion mic:	
Table speaker	1
Zoom license: Support Over 500 with 3year license. (Cloud license)	

15. UPS 10KVA

Power and Form Factor: 10KVA/9KW Online Tower UPS N+X parallel redundancy Online double conversion with DSP control Input current harmonic:

Input Connections

Hard wire 3-wire (1P + N + E), Hard wire 5-wire (3P + N + E)

Module

10 kVA / 8 kW

Output : 220/230/240 VAC

16. LAN Accessories and Installation

Local Area Network Installation and Accessories for the Telemedicine Hub and other areas necessary to facilitate the connectivity (Control Room).

Number of Batteries	1 CR123A battery required.
Power Source	Corded Electric
Item Dimensions LxWxH	9.61 x 8.39 x 7.28 inches
Answering System Type	Digital
Item Weight	3.09 Pounds
Phone Talk Time	24 Hours
Caller Identification	No

11. PBX

Quantity required : 1

Proposed IP PBX Yeaster S100

100 Users, 50 Concurrent Calls, Up to 1 GSM/4 FXO Ports, 1 x Giga LAN, 1 X Giga Wan, Call recording included, rack mountable, SIP Trunks, 2 x Onboard module slots

12. CCTV camera

Proposed CCTV set with 8 cameras, IP DVR with 16Tb storage and small LCD monitor.

Specification

Brand name: HikVision.

Camera: IP camera indoor

Camera QTY: 8 or more

Hard disk storage: 4terabyte

DVR : HikVision IP support Claude

Monitor: LCD 32 inch or more

13. Furniture

Description	Quantity
Executive Chair	8
Office table	1
Min conference table	1

14. Video Conference Camera, Mic, Speakers (All in one)

Detail specification

Description	Quantity
Video conference tools all in one which uses Logitech solution (Full-range	1

speakersystem, Beamformingmicrophone array, 4K Ultra HDCamera with 5XHD zoom, and Motorized pan/tiltlens) 1080p Full HD video calling (up to 1920 x 1080 pixels @ 30 fps) 720p HD video calling (up to 1280 x 720 pixels @ 30 fps) Plug and Play USB Connectivity Integrated microphone with 3 beamforming elements Pickup Range: MeetUp: 4 meters, Expansion Mic: 5 meters VAD (Voice activity detector) Microphone background noise suppression Microphone date rate: 32 kHz sampling rate Recommended # of participants: 6 Recommended # of participants with expansion mic:	
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Input Connections

Hard wire 3-wire (1P + N + E), Hard wire 5-wire (3P + N + E)

Module

10 kVA / 8 kW

Output : 220/230/240 VAC

16. LAN Accessories and Installation

Local Area Network Installation and Accessories for the Telemedicine Hub and other areas necessaryes to facilitate the connectivity (Control Room).

Switch	D-link 24 port
Cabinet	6U
Cabinet	42 U
Switch Room	All panels Cables Labeling and Organizing
Trunk 100x 50	5 PC
UTP Cable CAT 6	2 Box
Face plate	14 PC
Switch Socket Twin	14 PC
Trunk Surface box	28 PCs
Electrical Power Cable	3 Core 2.5mm 100M
Other Accessories(RJ45....) as per need.	
Installation and configuration Cost	

17. Installection of Video conference facility at JKCI boardroom

The main objective: facilitate to have better environment to provide training to the remote site (RRH), LGAs etc

Logitech Rally Plus set, Logitech PTZ 2 pro camera, Larry camera mounting kit, Logitech meetup mic extension cable, Connection cables and accessories, Zoom meeting pro 1-year license, Configuration and installation charges.

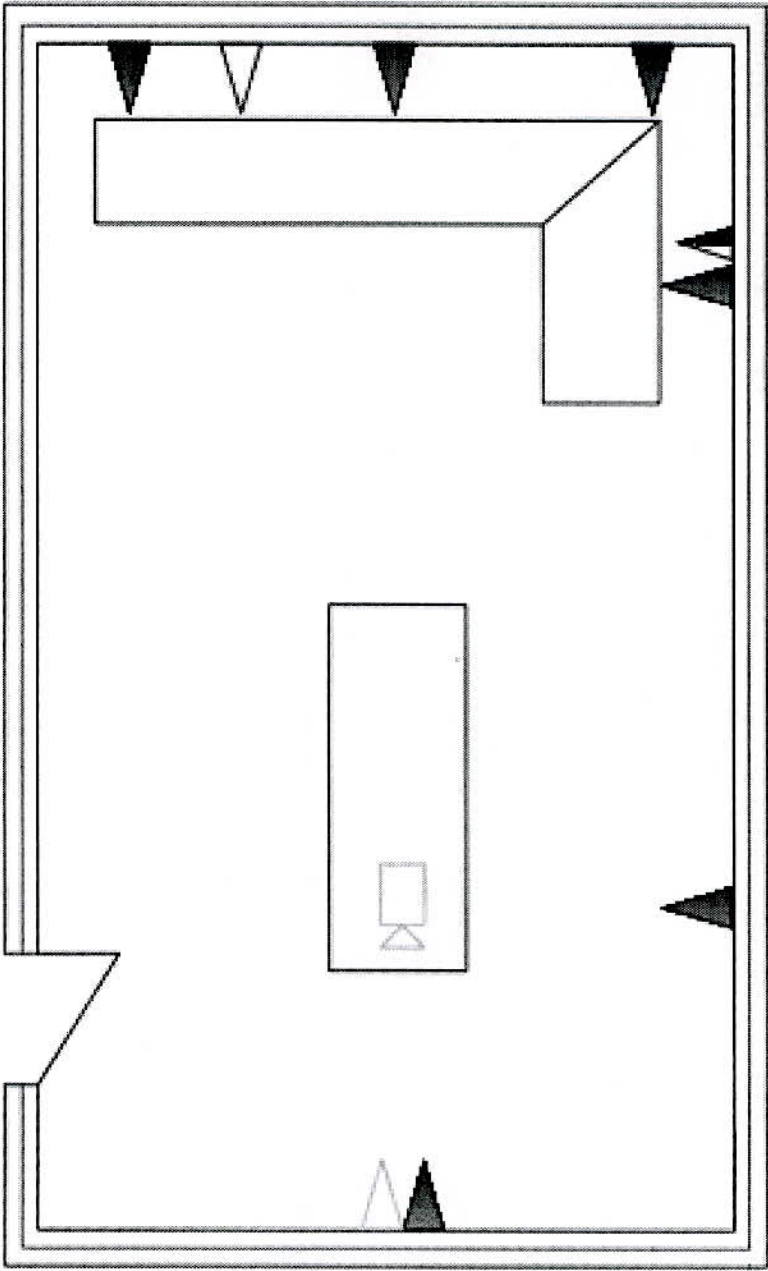
18. Network Storage device







Quantity requested: 1

Network Storage device, Specification QNAP TS-873A 8-Bay 80TB NAS w/ 8x10TB Exos with UPS 750AV

Appendix A

Local Area Network drawing



SYMBOLS.	DISCRIPTION
	VIDEO PROJECTOR
	SURFACE MOUNTADE DATA
	SURFACE PHONE OUTLET
	TV POINT OUTLET
	IP PHONE OUTLET
	EQUIPMENT CABINET 6U