



**KILIMANJARO CHRISTIAN MEDICAL CENTER**

**P. O. BOX 3010**

**MOSHI**

**CONTRACT BETWEEN KILIMANJARO CHRISTIAN  
MEDICAL CENTRE AND BAHARI PHARMACY LTD**

**FOR**

**SUPPLY INSTALLATION, TESTING**

**COMMISSIONING AND TRAINING OF NEW**

**MEDICAL EQUIPMENT**

**June 2022**



### Form of Contract

THIS Contract made the \_\_\_\_ day of June 2022 between the Kilimanjaro Christian Medical Centre an Institution of Good Samaritan Foundation of Tanzania of P. O. Box 3010 Moshi of Tanzania (hereinafter called "the Procurement Entity") of the one part and Bahari Pharma Ltd of P. O. Box 40591 Dar es Salaam Tanzania (hereinafter called "the Supplier") of the other part:

WHEREAS the PE invited Tenders for certain goods and ancillary services, viz., Supply installation commissioning testing and training of new medical equipment, e.i **(Apheresis machine and fifteen starter for Blood donation)** Tender No; PA/101/2021 -2022/KCMC/G/18 LOT 2 and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of Tanzanian Shillings one hundred fifty million only (TZS 150,000,000.00 = VAT inclusive) (Hereinafter called "the Contract Price")

#### NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract 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 contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This form of contract;
  - (b) The Form of Tender and the Price Schedule submitted by the Tenderer;
  - (c) The Purchaser's Letter of Acceptance
  - (d) Letter for request reduction of price and letter for acceptance reduction of price;
  - (e) The Special Conditions of Contract;
  - (f) The General Condition of the Contract;
  - (g) The Schedule of Requirements;
  - (h) The Technical Specifications;
3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procurement Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the

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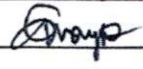
All correspondences should be addressed to the Executive Director.




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 respective laws the day and year first above written

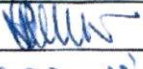
Sealed with the common seal of the said **The Kilimanjaro Christian Medical Centre** and delivered before us this ..... day of June 2022.

Name: PROF GILBERT G. MASENGA  
Signature:   
Designation: EXECUTIVE DIRECTOR  
Postal Address: 3010, MOSHI

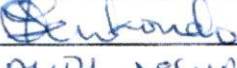
In the presence of:

Name: RACHELLY R. MEDA  
Signature:   
Designation: LEGAL OFFICER  
Postal Address: 3010, MOSHI

Sealed with the common seal of the said **M/s Bahari Pharmacy Ltd** and delivered before us this ..... Day of June 2022.

Name: RUTHAN PRUTHI RICK OLOTH  
Signature:   
Designation: MANAGER - INSTITUTION BUSINESS  
Postal Address: P.O. BOX 40591 D'SALAM

In the presence of:

Name: YUSRA O. SENKONDO  
Signature:   
Designation: QUALITY ASSURANCE MANAGER  
Postal Address: P O BOX 40591 DSM



All correspondences should be addressed to the Executive Director.





## KILIMANJARO CHRISTIAN MEDICAL CENTRE

*An institution of the Good Samaritan Foundation*

P. O. Box 3010, Moshi, Tanzania

Tel: 255-027-2754377/ 80 Fax: 255-027-2754381

Email: [kcmcadmin@kcmc.ac.tz](mailto:kcmcadmin@kcmc.ac.tz) Website: <http://www.kcmc.ac.tz>

15<sup>th</sup> June 2022

### Letter of Acceptance

To: Director,  
Bahari Pharmacy Ltd ,  
P O. Box 40591,  
Dar es Salaam - Tanzania.

This is to notify you that your Tender dated 6<sup>th</sup> April 2022 for execution of the Supply installation commissioning test and training of Apheresis Machine and fifteen starter Kit for blood donation, contract No, PA/101/2021 - 2022/KCMC/G/18 lot 2 for the Contract Price of the equivalent of Tanzanian Shillings one hundred fifty million only (TZS 150,000,000 = VAT inclusive) as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We hereby confirm Tanzania Institute of Arbitrators to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with SCC 33.1

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within two (2) working days.

Authorized Signature: .....

Name and Title of Signatory: **Prof. Gileard G. Masenga**  
**Executive Director**

Name of the Institution: **Kilimanjaro Christian Medical Centre**



Attachment: Contract

Copy: Appointing Authority,  
PPRA,  
TAU,  
CAG &  
Attorney General.

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All correspondences should be addressed to the Executive Director.





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*An institution of the Good Samaritan Foundation*

P. O. Box 3010, Moshi, Tanzania

Tel: 255-027-2754377/ 80 Fax: 255-027-2754381

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You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within two (2) working days.

Authorized Signature: ..... 

Name and Title of Signatory: **Prof. Gileard G. Masenga**  
**Executive Director**

Name of the Institution: **Kilimanjaro Christian Medical Centre**

Attachment: Contract

Copy: Appointing Authority,  
PPRA,  
TAU,  
CAG &  
Attorney General.

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All correspondences should be addressed to the Executive Director.



# Form of Tender

Date: 06<sup>th</sup> April, 2022

To: Gentlemen and/or Ladies:

Having examined the Tendering Documents including Addenda Nos: PA/101/2020-2022/KCMC/G/18 LOT1, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Supply Installation, Testing Commissioning And Training Of Apheresis Machine For Blood Donation, Blood Gas Analyzer And I-Stat Machine in conformity with the said Tendering Documents for the sum of One Hundred Sixty One Million Tanzania Shillings Only (TZS 161,000,000,00) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

We are hereby confirming National Construction Council of Tanzania to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 40.1

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

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

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

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

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

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

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: -

<u>Name and address of agent</u>	<u>Amount and currency</u>	<u>Purpose of Commission</u>	<u>Or recipient or gratuities</u>
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.....none.....

.....None.....

.....none.....

(if none state "none")



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

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

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

Dated this 06<sup>th</sup> day of April, 2022.

**RICHARD OLOTU**  
[Name]

  
[signature]

**INSTITUTIONAL BUSINESS MANAGER**  
[in the capacity of]

Duly authorized to sign Tender for and on behalf of: - BAHARI PHARMACY LIMITED



PRICE SCHEDULE: GOODS MANUFACTURED OUTSIDE UNITED REPUBLIC OF TANZANIA, ALREADY IMPORTED

Tender No.: PA/101/2020-2022/KCMC/G/18 LOT1

ENDER FOR SUPPLY INSTALLATION, TESTING COMMISSIONING AND TRAINING OF APHERESIS MACHINE FOR BLOOD DONATION, BLOOD AS ANALYZER AND I-STAT MACHINE

LOT1

1	2	3	4	5	6	7	8	9	10	11	12
SN	Item code	Description of Goods	UOM	quantity	Currency	Unit Price	Unit Tax	Total unit price	Name of Manufacturer	Contry of Origin	Lead Time (weeks)
1.		Apheresis for Blood Donation Machine USA	EA	1	TZS	161,000,000,00	0.00	161,000,000,00	Terumo BCT	USA	6 - 8 weeks

Note: ALL PRICE INCOTERM DDP

Authorized Signature: 

Name and Title of Signatory: RICHARD OLOTU (INSTITUTION BUSINESS MANAGER)

Name of Tenderer: BAHARI PHARMACY LIMITED

Address: KIPATA NYAMWEZI  
P.O BOX 40591  
DAR ES SALAAM.



## **SECTION IV: GENERAL CONDITIONS OF THE CONTRACT**



## TABLE OF CONTENTS

1. Definitions.....	5
2. Application and interpretation.....	8
3. Conditions Precedent.....	9
4. Governing Language .....	9
5. Applicable Law .....	9
6. Country of Origin.....	9
7. Standards .....	10
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania.....	10
9. Patent and Copy Rights.....	11
10. Performance Security.....	11
11. Inspections and Test .....	12
12. Packing .....	13
13. Delivery and Documents .....	13
14. Insurance.....	14
15. Transportation.....	14
16. Incidental Services .....	14
17. Spare Parts .....	15
18. Warranty.....	16
19. Payment.....	17
20. Prices .....	17
21. Change Orders .....	18
22. Contract Amendments.....	18
23. Assignment.....	18
24. Subcontracts .....	18
25. Delays in the Supplier's Performance.....	19
26. Liquidated Damages.....	20
27. Termination for Default.....	20
28. Force Majeure.....	23
29. Termination for Insolvency.....	24



30. Termination for Convenience .....24

31. Disputes Resolution.....24

32. Procedure for Disputes .....25

33. Replacement of Adjudicator .....25

34. Limitation of Liability .....25

35. Notices .....26

36. Taxes and Duties .....26



## 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 <b>Adjudicator</b> 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 <b>Arbitrator</b> is the person appointed by the appointing authority specified in the <b>SCC</b> , to resolve contractual disputes.
			c)	" <b>The Contract</b> " 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 <b>Commencement Date</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b>
			e)	" <b>Completion</b> " 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
			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



			j)	issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC 3.
			k)	"The Purchaser" means the person named as purchaser in the SCC and the legal successors in title to this person
			l)	"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.
			m)	"GCC" means the General Conditions of Contract contained in this section.
			n)	The <b>Intended Delivery Date</b> is the date on which it is intended that the Supplier shall effect delivery as specified in the <b>SCC</b>
			o)	"SCC" means the Special Conditions of Contract.
			p)	"The PE" means the entity purchasing the Goods and related service, as named in <b>SCC</b> .
			q)	"The <b>Supplier</b> " 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.
			r)	"The Project Name" means the name of the project stated in SCC.
			s)	"Day" means calendar day.
			t)	"Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
				"End User" means the organization(s) where the



				goods will be used, as <b>named in the SCC</b> .
			u)	<p>"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.</p>
			v)	<p>"Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</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>
			w)	<p><b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p>
			x)	<p>The <b>Supplier</b> is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by the Employer</p> <p>The <b>Supplier's Tender</b> is the completed Tender</p>



			y)	document submitted by the Supplier to the Employer
<b>2.</b>	<b>Application and interpretation</b>	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"> <li>(1) Form of Contract,</li> <li>(2) Special Conditions of Contract,</li> <li>(3) General Conditions of Contract,</li> <li>(4) Letter of Acceptance,</li> <li>(5) Certificate of Contract Commencement</li> <li>(6) Specifications</li> <li>(7) Contractor's Tender, and</li> <li>(8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.</li> </ol>	



3.	<b>Conditions Precedent</b>	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 waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	<b>Governing Language</b>	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 <b>SCC</b> . Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5.	<b>Applicable Law</b>	5.1	The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in <b>SCC</b> .
6.	<b>Country of Origin</b>	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.



<b>7.</b>	<b>Standards</b>	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.
<b>8.</b>	<b>Use of Contract Documents and Information ; Inspection and Audit by the Government of Tanzania</b>	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.	<b>Patent and Copy Rights</b>	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	<b>Performance Security</b>	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 <b>SCC</b> .	
		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 <b>SCC</b> .	



		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	<b>Inspections and Test</b>	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. <b>SCC</b> 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	<b>Packing</b>	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 <b>SCC</b> , and in any subsequent instructions ordered by the PE.
13	<b>Delivery and Documents</b>	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 <b>specified in SCC</b> .
		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 <b>SCC</b> .



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 <b>SCC</b> .	
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 <b>SCC</b> :	
			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	<b>Spare Parts</b>	17.1		As specified in <b>SCC</b> , 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"> <li>i) advance notification to the PE of the pending termination, in sufficient time to permit the PE to procure needed requirements; and</li> <li>ii) following such termination, furnishing at no cost to the PE, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>



<b>18</b>	<b>Warranty</b>	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 <b>SCC</b> 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 <b>SCC</b> after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in <b>SCC</b> .
		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 <b>SCC</b> 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 <b>SCC</b> , 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.



<b>19</b>	<b>Payment</b>	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in <b>SCC</b> .
		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 <b>SCC</b> .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in <b>SCC</b> 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 <b>SCC</b> pursuant to GCC 19.4
<b>20</b>	<b>Prices</b>	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 <b>SCC</b> or in the PE's request for Tender validity extension, as the case may be.



<b>21</b>	<b>Change Orders</b>	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.	
<b>22</b>	<b>Contract Amendments</b>	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.	
<b>23</b>	<b>Assignment</b>	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.	
<b>24</b>	<b>Subcontracts</b>	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.	



<b>25.</b>	<b>Delays in the Supplier's Performance</b>	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.	<b>Liquidated Damages</b>	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 <b>SCC</b> 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 <b>SCC</b> . Once the said maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.	
27.	<b>Termination for Default</b>	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.	<b>Force Majeure</b>	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>



<b>29.</b>	<b>Termination for Insolvency</b>	29.1	The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.	
<b>30.</b>	<b>Termination for Convenience</b>	30.1	The Procuring Entity, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the Contract is terminated, and the date upon which such termination becomes effective.	
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and price. For the remaining Goods, the Procuring Entity may elect:	
			a)	To have any portion completed and delivered at the Contract terms and prices; and / or
			b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
<b>31.</b>	<b>Disputes Resolution</b>	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 <b>SCC</b> .	
		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.	<b>Procedure for Disputes</b>	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 <b>SCC</b> .	
		32. 2	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.	
		32. 3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the <b>SCC</b> .	
33.	<b>Replacement of Adjudicator</b>	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.	<b>Limitation of Liability</b>	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..
<b>35.</b>	<b>Notices</b>	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 <b>SCC</b> .
		35. 2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>36.</b>	<b>Taxes and Duties</b>	36. 1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		36. 2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36. 3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.



## **SECTION V: 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
		<b>Definitions (GCC 1)</b>
1.	1.1	The Purchaser is: <b>Kilimanjaro Christian Medical Centre</b> <b>Off Sokoine Road,</b> <b>P.O. Box 3010 Moshi,</b> <b>Tanzania.</b>
2.	1.1 (j)	The Supplier is: <b>Bahari Pharmacy Ltd</b> <b>P.O.Box 40591 Dar Es Salaam</b> <b>Tanzania</b>
3.	1.1 (a)	The Project is: <b>Tender for supply installation testing commissioning and training of new medical equipment i.e. Apheresis Machine and fifteen starter Kit for Blood donation.</b>  <b>Tender No. PA/101/2021-2022/KCMC/G/18 LOT 2</b>
		<b>Governing Language (GCC 4)</b>
4.	4.1	The Governing Language shall be: <b>English</b>
		<b>Applicable Law (GCC 5)</b>
5.	5.1	The Applicable Law shall be: <b>Laws of the United Republic of Tanzania</b>
		<b>Country of Origin (GCC 6)</b>
6.	6.1	Country of Origin is: <b>N/A</b>



	<b>Performance Security (GCC 10)</b>	
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: <b>Ten percent (10%) of the Contract Price in the form of Unconditional Bank Guarantee</b>
8.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2.
	<b>Inspections and Tests (GCC 11)</b>	
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>
	<b>Packing (GCC 12)</b>	
10.	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Procurement Entity in the Technical Specification.</p>
	<b>Delivery and Documents (GCC 13)</b>	
11.	13.1	<p><b>For Goods supplied from abroad:</b></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</p>



		<p>documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(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;</li> <li>(iii.) One original plus four copies of the packing list identifying contents of each package;</li> <li>(iv.) Insurance certificate;</li> <li>(v.) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi.) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate..</li> </ul> <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><b>For Goods from within the United Republic of Tanzania:</b></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> <ul style="list-style-type: none"> <li>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii.) Delivery note, railway receipt, or truck receipt;</li> <li>(iii.) Manufacturer's or Supplier's warranty</li> </ul>



		<p>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>
	<b>Insurance (GCC 14)</b>	
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.
	<b>Incidental Services (GCC 16)</b>	
14.	16.1	Incidental services to be provided are: <b>Not Applicable</b>
	<b>Spare Parts (GCC 17)</b>	
15.	17.1	<p>Additional spare parts requirements are: <b>Not Applicable</b></p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.</p>
	<b>Warranty (GCC 18)</b>	
16.	18.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be <b>twelve (12) months</b> 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



		<p>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><b>or</b></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: <b>fourteen (14) days from the date of notification received from the purchaser</b>
	<b>Payment (GCC 19)</b>	
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><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in: <b>Not Applicable</b></p> <p>(i) <b>Advance Payment:</b> ..... percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) <b>On Shipment:</b> ----- 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</p>



		<p>country, upon submission of documents specified in GCC 10.</p> <p>(iii) <b>On Acceptance:</b> ..... percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procurement Entity.</p> <p>Payment of local currency portion shall be made in :[insert the currency] within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
		<p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made <b>in Tanzanian Shillings</b>, as follows:</p> <p>(i) <b>Advance Payment:</b> .. will be paid within 28 days down payment after contract signing</p> <p>(iii) <b>On Acceptance:</b> 80% percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of delivery and 20% percent after installation training commissioning training issue of the acceptance certificate for the respective delivery issued by the Procurement Entity.</p>
19.	19.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be: <b>Not Applicable</b>
	<b>Prices (GCC 20)</b>	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC; <b>Not Applicable</b>



	<b>Liquidated Damages (GCC 26)</b>	
21.	25.1	<p>Applicable rate: <b>10% of the contract sum per day of undelivered materials' value.</b></p> <p>Maximum deduction: <b>is equal to the performance security.</b></p>
	<b>Procedure for Dispute Resolution (GCC 32)</b>	
23.	32.3	<p>Arbitration institution shall be; <b>Arbitral Institution</b> Place for carrying out Arbitration: <b>Moshi, Tanzania</b></p>
24.	33.1	<p>Appointing Authority for the Adjudicator: <b>Tanzania Institute of Arbitrators</b></p>
	<b>Notices (GCC 35)</b>	
26.	35.1	<p>PE's address for notice purposes  <b>Executive Director,</b>  <b>Kilimanjaro Christian Medical Centre,</b>  <b>P.O. Box 3010,</b>  <b>Moshi,</b>  <b>Tanzania.</b></p> <p>Supplier's address for notice purposes:  <b>Director,</b>  <b>Bahari pharmacy Ltd,</b>  <b>P.O. Box 40591,</b>  <b>Dar Es Salaam,</b>  <b>Tanzania.</b></p>



## **SECTION VI: SCHEDULE OF REQUIREMENTS**



## **SECTION VII: TECHNICAL SPECIFICATIONS**



### SCHEDULE OF REQUIREMENTS

In order to determine the correct date of delivery hereafter specified, the Procurement Entity has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place and determine the delivery time for all lots to be **within Four (4) Months**

### SUMMARY OF REQUIREMENTS

#### LOT No. 1

ITEM #	ITEM	UoM	QTY	DELIVERY POINT
				Northern zone Blood Transfusion Centre/KCMC
1.	APHERESIS MACHINE FOR BLOOD DONATION MACHINE	EA	1	

#### DELIVERY PERIOD:

Delivery period for Apheresis Machine for blood donation shall be within **two (2) months** from the date of signing of contract / issuing of purchase order.



## Lot No. 1: Supply of Apheresis Machine for blood donation

Following are the minimum requirements. Products offered must meet these parameters herein.

SN	DESCRIPTION	SPECIFICATION	Compliance on each parameter with detailed substantiation how the offered product meets the Requirement. (Simply writing as Complied/ Not Complied)
1	Apheresis Machine for blood donation Quantity: Seven (7)	<b>Apheresis Machine for blood component collection:</b> <ol style="list-style-type: none"> <li>1. Device commonly used in Blood Collection Centres with the flexibility to collect in combinations; Platelets, Plasma, and/or Packed Red Blood Cell (RBC)</li> <li>2. Can collect a minimum of 1 dose of each; Platelet, Plasma, and Packed Red Blood Cell (depending on donor parameters) but can collect up to 3 platelet doses from a single donor</li> <li>3. Should have the capability of collecting <math>3 \times 10^{11}</math> or more platelets from a single donor within 60 minutes using a single-arm</li> </ol>	<p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p>
		<ol style="list-style-type: none"> <li>4. It should allow the collection of up to two units of Leuco-reduced RBC and platelets, hence no need for filters</li> <li>5. On entering the patient data and procedure characteristic, the system automatically set run parameters with predicted run results and should decide yield based on the post HCT, Platelet count and percentage of blood volume to be depleted from donor</li> <li>6. It should have a fully automated microprocessor with a controlled continuous flow Cell Separator and user-friendly touch screen operation</li> <li>7. It should allow automatic addition of</li> </ol>	<p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p>



		<p>storage solution through filters to decrease RBC loss.</p> <p>8. It should operate on battery backup (UPS) for at least two hours</p> <p>9. It should have self-loading pumps to simplify and speed up aphaeresis kit installation</p> <p>10. Dimensions (cm): Height 140-180cm x Width 60-80cm x Depth 60-90cm x Weight 75-180cm</p> <p>11. Weight (kg) of the device should range between 90-100</p> <p>12. The floor space for the device should be 60 x 80 cm</p> <p>13. Should be mobile and easily transportable to the donor site</p> <p>14. Consumables Sets, tubing, anticoagulant &amp; replacement fluids price covers all types and variations</p> <p>15. Shelf-life for consumables should be 18-20months when shipping and 2-5 days for platelets</p> <p>16. The device should contain the manual override system, blood flow monitor, in-line air detector, integral blood filter, anticoagulant flow indicator, collection volume pre-set device, visual audible alarm for procedure completion, automatic standby mode for power failure, and power up self-check to include all critical safety and operational procedures.</p>	<p><b>Comply</b></p> <p><b>Comply</b></p> <p><b>Comply</b></p> <p><b>Comply</b></p> <p><b>Comply</b></p> <p><b>Comply</b></p> <p><b>Comply</b></p> <p><b>Comply</b></p>
		<p>17. Apheresis sets should have a closed system, a visual system to minimize the risk of transposition of fluid lines, a microbial filter on 'spiked' lines, a diversion line and pouch for sampling, and a means of preventing incorrect connections to the set for IV fluid (e.g. saline) and anticoagulant.</p>	<p><b>Comply</b></p> <p><b>Comply</b></p>



		18. The device should only be able to use single-use apheresis set for collection and storage of all collected blood components, with an anticoagulant	Comply
		19. Device should have an incorporated tube sealing system	Comply
		20. Device does not require saline replacement for donors	Comply
		21. Device should provide parameters for accepted total blood volume and citrate reinfusion rate calculation algorithm, fixed upper limit citrate reinfusion, upper limit total collection volume, must not exceed predetermined fluid reinfusion limits (e.g. citrate, saline), for alarm and prevent use of incorrect set (incongruent) for programmed procedure and prevent procedure where predicted post-collection parameters fall outside programmable safety limits.	Comply
		22. Automatically verifies the correct positioning of tubes, bags, frangible connectors, and fluid flow based on the selected protocol	Comply
		23. Actively indicates component flow and weight, clamp positions, and sealing functions using color changes	Comply
		24. Issues both an audible signal and a visual alert (operation indicator) when the process is complete or if errors occur	Comply
		25. Provides pure components through intelligent interaction of a flow regulator and optical sensors	Comply
		26. Device has the capability to detect leakage in the centrifuge during collection	Comply
		27. Offers special subroutines, such as	



	air removal in filtered blood, aliquoting, buffy coat dilution, and more	Comply
	28. Delivery should be accompanied by 500 starter-pack donation kits for PRBC, Platelets & Plasma for user training and installation validations	Comply
	29. Should be able to be connected to the existing Blood Donor Information Management System (if needed)	Comply
	30. Equipment should be CE marked or ISO Certification	Comply
	31. Manufacturers must comply with Good Automated Manufacturing Practice (GAMP)	Comply
	32. Should have at least a two-year warranty.	Comply
	33. Installation and user training at the site of delivery: EZBTC-Dar Es Salaam, LZBTC-Mwanza, NZBTC-Moshi, SHZBTC-Mbeya, SZBTC-Mtwara, WZBTC-Tabora and CZBTC-Dodoma	Comply

Signed: .....  .....

In the capacity of: **INSTITUTION BUSINESS MANAGER**

Name: **RICHARD OLOTU**

Duly authorized to sign the tender for and on behalf of: **BAHARI PHARMACY LIMITED**

Dated on 06<sup>th</sup> day of **APRIL, 2022**



## TRIMA ACCEL DISPOSABLES "CHEAT SHEET"

Catalogue Number	Platelet Bags	Plasma Bags	RBC Bags	Auto PAS line	BAC-T	TLR (RBC filter)	Auto-RBC (filter + solution line)	Label	Trima SW Version
70030	1	-	-	-	-	-	-	ISBT	N/A
70050	-	-	-	-	GEN 1	-	-	ISBT	N/A
70051	-	-	-	-	GEN 2	-	-	ISBT	N/A
70060	-	1	-	-	-	-	-	ISBT	N/A
70063	-	1	-	-	-	-	-	France	N/A
80300	2	1	-	-	-	-	-	ISBT	5.1/5.2/6.0
80301	2	1	-	-	-	-	-	UK	5.1/5.2/6.0
80310	3	3	-	YES	GEN 1	-	-	ISBT	6.0
80350	2	1	1	YES	-	-	YES	ISBT	6.0
80400	2	1	1	-	-	-	-	ISBT	5.1/5.2/6.0
80410	2	1	1	YES	-	-	-	ISBT	5.2/6.0
80411	2	1	1	YES	-	-	-	UK	5.2/6.0
80420	2	1	1	YES	GEN 1	-	-	ISBT	5.2/6.0
80440	2	1	1	-	GEN 2	-	-	ISBT	5.1/5.2/6.0
80449	2	1	1	-	GEN 2	-	-	US	5.1/5.2/6.0
80450	2	1	1	-	-	YES	-	ISBT	5.1/5.2/6.0
80460	2	1	1	-	-	YES	-	ISBT	5.1/5.2/6.0
80470	2	1	1	YES	GEN 1	-	YES	ISBT	6.0
80480	2	1	1	YES	-	YES	-	ISBT	5.2/6.0
80483*	2	1	1	YES + IN-LINE FILTER	-	YES	-	France	6.0.7
80490	2	1	1	-	GEN 1	-	-	ISBT	5.1/5.2/6.0
80491	2	1	1	-	GEN 1	-	-	UK	5.1/5.2/6.0
80500	-	1	2	-	-	-	-	ISBT	5.1/5.2/6.0
80520	-	1	2	-	-	-	YES	ISBT	6.0
80550	-	1	2	-	-	YES	-	ISBT	5.1/5.2/6.0
80700	-	4x600mL	-	-	-	-	-	ISBT	5.1/5.2/6.0
000777-330	1	-	-	-	-	-	-	UK	N/A

\* Can only be used in France. Different connectors.



Introducing

# Trima Accel 7

Trima Accel® Automated Blood Collection System Version 7



**TERUMOBCT**  
Unlocking the Potential of Blood

## Productivity

Collect more products per donor and gain efficiencies

## Quality

Collect higher-quality blood components

## Experience

Improve the collection experience

We worked with customers from around the globe to make some exciting improvements to a world-leading apheresis system. Trima Accel offers higher-quality components, now with increased productivity and an improved collection experience for donors and collection specialists alike.

A range of software applications from Terumo BCT makes your Trima Accel smarter and helps solve your unique challenges.

Discover the difference today.



# Productivity

Trima Accel 7 is designed to help you collect more products per donor, gaining efficiencies in your blood center.

## Collect More Platelets: New Platelet Collection Software Algorithms

Software has been updated to better account for platelets that are mobilized by the spleen during collections and more accurately predicts donors' post-collection platelet count. These enhancements may allow you to safely collect more platelets per donor.\*<sup>1</sup>

## Shorten Procedure Times: Improved LRS® Chamber Management and Channel Setup

Advancements help speed collections by establishing the product interface more quickly and reducing the number of times the LRS chamber is cleared. This makes the collection process more efficient.

\*The predicted post-donation platelet count displayed on the procedure summary screen may be higher than the actual post-donation platelet count for donors who have undergone a splenectomy.



**Safely collect more platelets per donor for a 14% increase in product availability.<sup>2</sup>**

# Quality

Trima Accel has always been designed to collect higher-quality components.

## Safer Platelets Start With Trima Accel

Trima Accel has been shown to reduce both the risk of bacterial contamination of platelet products and the risk of sepsis in patients.<sup>3,4</sup>

## Higher Corrected Count Increments

The device has also been credited with higher corrected count increments in patients after platelet transfusion.<sup>5</sup>

## Rate of Septic Transfusion Reactions is Lower on Trima Accel compared to Amicus<sup>3</sup>

American Red Cross 8-Year Data: Single-Device Regions	Amicus	Trima Accel
Septic Reactions	24	1
Total Donations	1,360,313	555,605
Septic Reaction Rate per 10 <sup>6</sup> Donations	17.6	1.8*

\*Difference between Trima Accel and Amicus was statistically significant.

**The rate of septic reactions to platelets is 9.8× lower with Trima Accel than Amicus.<sup>3</sup>**



# Experience

*Thoughtful enhancements and features make the device easier to use, helping collection specialists to be more efficient.*

## Streamline Procedure Management: T-Cuff and AutoFlow

AutoFlow and T-Cuff help manage venous access and optimize flow rate, automatically adjusting the flow rate up or down based on venipuncture and the donor's physiology. Together they reduce the number of access alerts by as much as 50%.<sup>1</sup>

## Simplify Collections: Improved Screen Prompts and Navigation

Modified screens offer a more intuitive user experience and help verify data entry.

## Reduce Downtime: Quick Reset

Don't keep donors waiting. Trima Accel 7 resets and is ready to start the next collection in less than 30 seconds—helping you to be more efficient during peak collection times.

## Quieter Donations: QuietPump Technology

Our proprietary QuietPump technology eliminates the clicking sound heard during donations, providing donors and collection specialists with a quieter, more peaceful environment.



**100%**  
of responding  
donors surveyed  
would donate on  
Trima Accel 7 again.<sup>1</sup>

## Software to Make Your System Smarter

### Integrate Operations and Centralize Device Management: TOMEs (Terumo Operational Medical Equipment Software)

Powerful software designed to advance blood center and component lab operations. Used across your organization, TOMEs can help drive higher levels of performance, efficiency and cost-effectiveness while making it easier to maintain and strengthen regulatory compliance. Key features include:

- **Centralized device management:** Save time and improve efficiency.
- **Electronic data capture:** Record data more easily, create reports that inform your business and simplify traceability.
- **Bidirectional communication:** Transfer data automatically between Trima Accel, your blood banking information system (BBIS) and a wide and growing number of Terumo BCT devices to help maximize efficiency and simplify documentation.
- **Smarter collections:** More targeted procedure priority lists help maximize the value of each collection, based on donor characteristics and blood center priorities.



### Make Better Productivity Decisions: Trima KPI Dashboard

Track the performance of your apheresis program to improve productivity. Stop gathering and inputting data; let real-time data analytics help measure productivity goals.

### Quickly Access Procedure Data With On-Demand Reports: Trima Accel Procedure Summary (TAPS)

Save time and eliminate the potential for manual documentation errors in your Trima Accel run records. TAPS automates documentation of Trima Accel procedure information, allowing you to spend more time with donors and less time writing down numbers.



# Productivity | Quality | Experience



## Working Together

Learn more about the improvements we've made to this world-leading apheresis system and how they can help your blood center reach its goals. Contact your Terumo BCT representative today.

## References

<sup>1</sup>Data on file at Terumo BCT.

<sup>2</sup>Deveci B, Altunay H, Veske H, et al. Enhanced donor eligibility on Trima Accel version 7.0. *Vox Sang*. 2017;112(suppl 1):116.

<sup>3</sup>Eder AF, Dy BA, DeMerse B, et al. Apheresis technology correlates with bacterial contamination of platelets and reported septic transfusion reactions. *Transfusion*. 2017;57(12):2969-2976.

<sup>4</sup>Bravo M, Shaz BH, Kamel H, et al. Detection of bacterial contamination in apheresis platelets: is apheresis technology a factor? *Transfusion*. 2015;55(9):2113-2122.

<sup>5</sup>Tobian AAR, King KE, Borge PD, Fuller AK, Uglik K, Ness PM. Platelet corrected count increments by apheresis platform. *Transfusion*. 2016;56(10):2584-2586.

## TERUMOBCT

As a global leader in blood component, therapeutic apheresis and cellular technologies, we believe in the potential of blood to do even more for patients than it does today. This belief inspires our innovation and strengthens our collaboration with customers.

UNLOCKING THE POTENTIAL OF BLOOD | [TERUMOBCT.COM](http://TERUMOBCT.COM)

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## Trima Accel 7 + TOMEs Better Together

TERUMOBCT



### ■ Productivity ■ Quality ■ Experience ■ Connectivity

It's time to upgrade your expectations about what your apheresis device can do. Trima Accel® Automated Blood Collection System Version 7—now with bidirectional connectivity to your information management system (IMS) via TOMEs (Terumo Operational Medical Equipment Software)—helps you gain efficiencies and collect more with consistency, control and confidence.



# Bidirectional connectivity between Trima Accel 7 and TOMEs unlocks features that support your quest for operational excellence

## Control processes

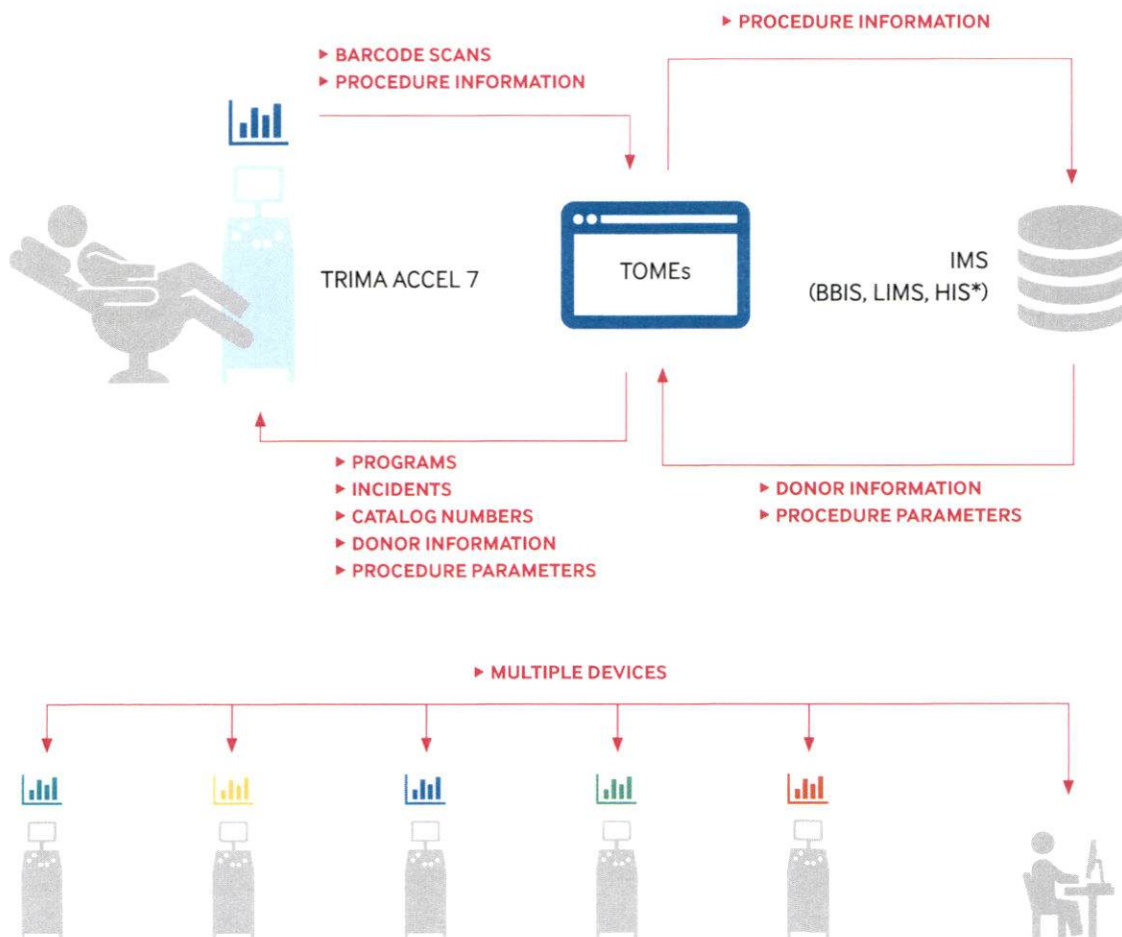
Configure and enforce standard operating procedures (SOPs) and good manufacturing practices (GMPs) to guide operators, support safety and improve traceability.

## Optimize collections

Determine and adjust collection priorities based on real-time data, then let Trima Accel 7 suggest which products can be safely collected based on donor characteristics.

## Enhance reporting and traceability

Electronically capture and send complete device, operator and procedure data, including manual steps, to your IMS.



\*BBIS: blood bank information system, LIMS: lab information management system, HIS: health information system





*Program intelligent barcodes to capture manual steps, document supplies used, validate procedure data with your IMS and more.*

## **Manage SOPs and GMPs to strengthen compliance**

TOMEs lets you customize your Trima Accel 7 process flow to guide your operators, capture their actions and control your processes every step of the way using on-screen prompts, intelligent barcodes, timers and cross-checks. Plus, you can configure settings and apply programs to connected Trima Accel devices directly from the TOMEs interface, enabling further control.

- Ensure compliance through SOP enforcement and GMP support
- Reduce mistakes and simplify training with process guidance
- Improve productivity and save time with centralized device configuration
- Enhance donor and product safety by cross-referencing information with your IMS





*Set recurring alerts during the collection process to prompt operators to perform time-sensitive tasks.*

## Manage priorities and resources to meet demand

TOMEs includes functionality that helps you shift resources and collection strategies to meet changing demands. Create procedure priority lists (PPLs) to sort collection combinations in priority order. Then, as priorities shift, you can apply and change PPLs on any connected Trima Accel 7 device. You can also monitor the activity status of every connected device—even across multiple facilities—to maximize productivity.

- Maximize collections and shift resources in real time
- Troubleshoot operator or device performance issues
- Uncover process efficiency improvement opportunities

## Capture complete data to improve reporting and traceability

TOMEs automatically captures and transfers data from Trima Accel 7 to your IMS, including complete device, procedure and operator data, as well as scanned barcode information. TOMes can also push data from your IMS to Trima Accel 7 to verify information such as supply expiration and donor identification and qualification. You can then sort, filter and export data to meet your reporting needs.

- Minimize manual data entry mistakes
- Improve traceability
- Improve data accuracy
- Support regulatory compliance
- Reduce your administrative burden



**Procedure Priority List**

Name: \_\_\_\_\_

Updated on: \_\_\_\_\_

**Product templates:**

**Settings** | Platelets | Plasma | RBC

**Platelet processes:**

Solution addition: ☒

Volume (ml) of the P&S bag: 250

Allow override of Auto P&S bag volume: ☐

Deliver additive solution to a separate bag: ☐

**RBC processes:**

Leukoreduction and solution addition: ☒

Volume (ml) of the RBC additive solution bag: 200

Save Cancel

Using the TOMEs interface, you can create procedure priority lists (PPLs) and apply them to your connected Trima Accel 7 devices. Change PPLs as priorities change.

**Manage View**

View name: \_\_\_\_\_

**Columns** | Filter | Sort | Export | Settings

**File Export**

Active: ☐

Deliver to: FTP [Check Folder](#)

Directory: \_\_\_\_\_

Login: \_\_\_\_\_ Password: \_\_\_\_\_

**Mail Export**

Active: ☐

To: \_\_\_\_\_

Subject: \_\_\_\_\_

Text: \_\_\_\_\_

**Web Services**

Settings

Export headers: ☐

Export field name: ☐

Format: TXT

Delimiter: ;

Save Cancel

Review Status	DLOG Name	Short Name	Actual AC To D
1	1T00904_201	2	297
1	1T00904_201	2	553
1	1T00904_201	2	268
1	1T01767_201	3	167
1	1T00904_201	2	232
1	1T00904_201	2	390
1	1T01767_201	3	284
1	1T01767_201	3	448
1	1T00904_201	2	321
1	1T01767_201	3	174
1	1T00904_201	2	307
1	1T00904_201	2	235
1	1T01767_201	3	359
1	1T00904_201	2	124
1	1T01767_201	3	321
1	1T00904_201	2	404
1	1T01767_201	3	388
1	1T00904_201	2	179
1	1T00904_201	2	249
1	1T00904_201	2	193
1	1T01767_201	3	179
1	1T00904_201	2	216
1	1T00262_201	4	121
1	1T01767_201	3	370
1	1T00262_201	4	297
1	1T01767_20190105_000_001017	3	381
1	1T00262_20190108_002_000056	4	290

TOMEs allows you to sort, filter and export data in multiple formats (XML, CSV, EXC, TXT and HL7) to work within any business intelligence application.



## Bidirectional connectivity enables a new level of control

Trima Accel 7 + TOMEs Feature	Blood Center Benefit
Customized process control	<ul style="list-style-type: none"> <li>■ Enforce SOPs and GMPs</li> <li>■ Support regulatory compliance</li> <li>■ Reduce errors</li> <li>■ Simplify operator training</li> </ul>
Procedure priority list management	<ul style="list-style-type: none"> <li>■ Optimize donations</li> <li>■ Shift priorities in real time</li> <li>■ Minimize operator decision-making</li> </ul>
Intelligent barcode programming	<ul style="list-style-type: none"> <li>■ Minimize manual data entry</li> <li>■ Capture complete and accurate data</li> <li>■ Save time</li> </ul>
Centralized device configuration	<ul style="list-style-type: none"> <li>■ Ensure consistency</li> <li>■ Reduce errors</li> <li>■ Save time</li> </ul>
Donor information lookup	<ul style="list-style-type: none"> <li>■ Improve donor safety</li> <li>■ Reduce errors</li> <li>■ Save time</li> </ul>
Procedure review and annotation	<ul style="list-style-type: none"> <li>■ Capture complete and accurate data</li> <li>■ Improve reporting</li> </ul>
Reporting and procedure data export	<ul style="list-style-type: none"> <li>■ Minimize manual data entry</li> <li>■ Enhance traceability</li> </ul>
Device and procedure status monitoring	<ul style="list-style-type: none"> <li>■ Optimize productivity</li> <li>■ Troubleshoot issues</li> </ul>
Operator management and authentication	<ul style="list-style-type: none"> <li>■ Support regulatory compliance</li> <li>■ Enforce SOPs and GMPs</li> <li>■ Enhance traceability</li> </ul>





## Trima Accel 7 + TOMEs

Capture the benefits of bidirectional connectivity with TOMEs + Trima Accel 7. Contact a Terumo BCT representative today.



Available in select markets.

## TERUMOBCT

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