

**UNITED REPUBLIC OF TANZANIA**



**MINISTRY OF HEALTH COMMUNITY DEVELOPMENT, GENDER, ELDERLY  
AND CHILDREN**

**CONTRACT NUMBER ME/007/MBY/2021- 2022 /G/1  
FOR**

**SUPPLY INSTALLATION, TESTING, COMMISSIONING  
AND TRAINING OF MEDICAL EQUIPMENTS**

**BETWEEN**

**MBEYA ZONAL REFERRAL HOSPITAL**

**AND**

**MOKASI MEDICAL SYSTEM AND ELECTRONICS  
SERVICES LIMITED**

## Form of Contract

THIS AGREEMENT made the 04 day of FEB 2022 between *Mbeya Zonal Referral Hospital, P.O. Box 419 Mbeya, Tanzania* (hereinafter called "the PE") of the one part and *Mokasi Medical Systems and Electronics Services Limited of 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, Testing, Commissioning and Training Of Medical Equipment(for Mbeya RRH)* has accepted a Tender by the Supplier for the supply of those goods and services in the sum of 376,420,000/= *three hundred seventy-six million four hundred and twenty thousand Tanzanian shillings*, hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (a) This form of agreement;
  - (b) the Form of Tender and the Price Schedule submitted by the Tenderer;
  - (c) the Schedule of Requirements;
  - (d) the Technical Specifications;
  - (e) the Special Conditions of Contract;
  - (f) the General Conditions of Contract;
  - (g) the Purchaser's Letter of Acceptance; and
3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The PE hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

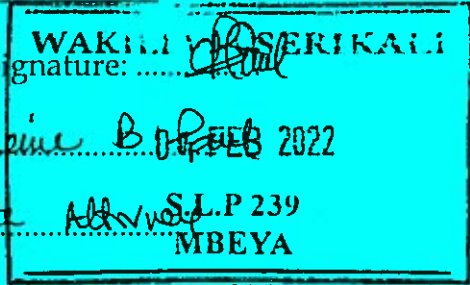
**FOR PROCURING ENTITY:**

Authorized Signature: ..... *[Signature]*  
Name: WADLOVE MBWANI  
Title: EXECUTIVE DIRECTOR  
Date: 04.02.2022

Executive Director  
Mbeya Zonal Referral Hospital

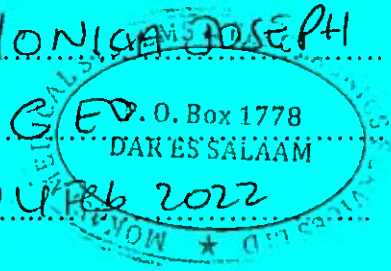
**FOR LEGAL OFFICER:**

Authorized Signature: ..... *[Signature]*  
Name: Catherine B. PEEB  
Title: State Advocate  
Date: 4th February 2022



**FOR THE SUPPLIER:**

Authorized Signature: ..... *[Signature]*  
Name: MONICA JOSEPH  
Title: P. O. Box 1778 DAR ES SALAAM  
Date: 04/02/2022



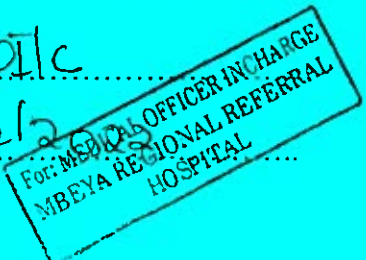
**FOR LEGAL OFFICER:**

Authorized Signature: ..... *[Signature]*  
Name: JACKSON NGUYANI  
Title: ADVOCATE  
Date: 04/02/2022



**FOR THE MEDICAL OFFICER INCHARGE (MRRH)**

Authorized Signature: ..... *[Signature]*  
Name: AHINAMUSUE KASILILIKA  
Title: Ag. M.O.I.C  
Date: 04/02/2022



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

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## GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
			<p>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.</p> <p>b) The <b>Arbitrator</b> is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.</p> <p>c) "The <b>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.</p> <p>d) The <b>Commencement Date</b> is the date when the Supplier shall commence execution of the contract as specified in the SCC</p>
			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
			<p>f) The <b>Contract Price</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract Days are calendar days</p> <p>g) A <b>Defective Goods</b> are those goods which are below standards, requirements or specifications stated by the Contract.</p>
			<p>h) "<b>Delivery</b>" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the PE under Contract.</p> <p>i) "<b>Effective Contract date</b>" is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC 3.</p>

		j)	"The Purchaser" means the person named as purchaser in the SCC and the legal successors in title to this person
		k)	"The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
		l)	"GCC" means the General Conditions of Contract contained in this section.
		m)	The Intended Delivery Date is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC
		n)	"SCC" means the Special Conditions of Contract.
		o)	"The PE" means the entity purchasing the Goods and related service, as named in SCC.
		p)	"The Supplier" means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the PE and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
		q)	"The Project Name" means the name of the project stated in SCC.
		r)	"Day" means calendar day.
		s)	"Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
		t)	"End User" means the organization(s) where the goods will be used, as named in the SCC.
		u)	"Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.



			<p>v) "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>w)</p> <p>The Supplier is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by the Employer</p> <p>x)</p> <p>The Supplier's Tender is the completed Tender document submitted by the Supplier to the Employer</p> <p>y)</p>
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2.	<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) Specifications</li> <li>(6) Form of tender</li> <li>(7) 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	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-</p> <p>a) Submission of performance Security in the form specified in the SCC;</p> <p>b) Furnishing of Advance Payment Unconditional Guarantee.</p>
		3.2	<p>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;</p>
		3.2	<p>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.</p>
4.	<b>Governing Language</b>	4.1	<p>The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the PE shall be written in the language specified in SCC. Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation.</p>
5.	<b>Applicable Law</b>	5.1	<p>The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.</p>
6.	<b>Country of Origin</b>	6.1	<p>The origin of Goods and Services may be distinct from the nationality of the Supplier.</p>

7.	<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.
8.	<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.	Performance Security	10.1	The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
		10.2	The proceeds of the performance security shall be payable to the PE as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The performance security shall be in one of the following forms:
			a) A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, acceptable to the PE, in the form provided in the Tendering Documents or another form acceptable to the PE; or
			b) A cashier's or certified check.
		10.4	The performance security will be discharged by the PE and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
		10.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the PE shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.



11.	<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. SCC and the Technical Specifications shall specify what inspections and tests the PE shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PE.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the PE may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the PE.
		11.4	The PE's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the PE's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the PE or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	<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 SCC, 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 specified in SCC.
		13.2	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
		13.3	Documents to be submitted by the Supplier are specified in SCC.
14.	<b>Insurance</b>	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15.	<b>Transportation</b>	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.	<b>Incidental Services</b>	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
		a)	Performance or supervision of on-site assembly and/or

			start-up of the supplied Goods;
		b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e)	Training of the PE's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17.	<b>Spare Parts</b>	17.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
		a)	Such spare parts as the PE may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
		b)	In the event of termination of production of the spare parts: <ul style="list-style-type: none"> <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>



18.	<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 SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
		18.3	The PE shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the PE other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the PE may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the PE may have against the Supplier under the Contract.
19.	<b>Payment</b>	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		19.2	The Supplier's request(s) for payment shall be made to the PE in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13, and upon fulfillment of other obligations stipulated in the Contract.

		19.3	Payments shall be made promptly by the PE, within sixty (60) days after submission of an invoice or claim by the Supplier. If the PE makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
<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 SCC 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.
22.	<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.
23.	<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.
24.	<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.
25.	<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 SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in SCC. Once the said maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.
27.	<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.	Force Majeure	<p>28.1 Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p>
		<p>28.2 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>



29.	<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.
30.	<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.
31.	<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 SCC.
		31.2	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
		31.3	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.



32.	<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 SCC.
		32.2	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
33.	<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..
35.	<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 SCC.
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	<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.
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**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(j)	The Purchaser is: Mbeya Zonal Referral Hospital, P. O. Box 419, Mbeya, Tanzania.
2.	1.1(p)	The Supplier is: <i>Mokasi Medical Systems and Electronics Services Limited,</i> P.O.BOX 1778, <i>Dar Es Salaam</i>
3.	1.1(q)	The Project is: Tender for supply ,installation ,testing ,commissioning and training of medical equipment  .Contract No. ME/007/MBY/2021- 2022 /G/1
		<b>Governing Language (GCC 4)</b>
4.	4.1	The Governing Language shall be: English
		<b>Applicable Law (GCC 5)</b>
5.	5.1	The Applicable Law shall be: Laws of the United Republic of Tanzania
		<b>Country of Origin (GCC 6)</b>
6.	6.1	Country of Origin is: N/A
		<b>Performance Security (GCC 10)</b>
7.	10.1	The amount of performance security, as a percentage of the Contract Price, shall be: Ten percent (10%) of the Contract Price in the form of Unconditional Bank Guarantee

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 PE in the Technical Specification.</p>
<b>Delivery and Documents (GCC 13)</b>		
11.	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <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> </ul>



		<p>(v.) Manufacturer's or Supplier's warranty certificate;</p> <p>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate..</p> <p>The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>
12.	13.3	<p><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> <p>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(ii.) delivery note, railway receipt, or truck receipt;</p> <p>(iii.) Manufacturer's or Supplier's warranty certificate;</p> <p>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
		<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: Not Applicable

	Spare Parts (GCC 17)	
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>
	Warranty (GCC 18)	
16.	18.2	<p>In partial modification of the provisions, the warranty period shall be twelve (12) months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p>or</p> <p>(b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>
17.	18.4 & 18.5	The period for correction of defects in the warranty period is: one (1) day from the date of notification received from the purchaser
	Payment (GCC 19)	
18	19.3	<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: 65% of the contract price after signing the contract</p>

		(ii) On Acceptance: 35 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.
19.	19.4	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.	26.1	Applicable rate: 0.15% of the contract sum per day of undelivered materials' value.  Maximum deduction: is equal to the performance security.
	<b>Procedure for Dispute Resolution (GCC 32)</b>	
23.	32.3	Arbitration institution shall be Tanzania Institute of Arbitrators  Place for carrying out Arbitration: Dar es Salaam, Tanzania
24.	33.1	Appointing Authority for the Adjudicator: Tanzania Institute of Arbitrators
	<b>Notices (GCC 35)</b>	
26.	35.1	PE's address for notice purposes Executive Director Mbeya Zonal Referral Hospital P.O. Box 419, Mbeya Tanzania  Supplier's address for notice purposes:  Mokasi Medical Systems and Electronics Services Limited, P.O. BOX 1778, Dar Es Salaam.

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN

Cable referral hospital

Telephone 2503456/2503351  
Fax 2503577



MBEYA ZONAL REFERRAL HOSPITAL  
P.O BOX 419

MBEYA

Please quote:

Ref. No. MZRH/AD.121/345/02/F.

21<sup>th</sup> December 2021

*Mokas Medical Systems and Electronics Services Limited,  
P.O.BOX 1778,  
Dar Es Salaam.*

RE: ACCEPTANCE OF TENDER NO. ME/007/MBY/2021-2022/G/1

This is to notify you that your Tender dated 26<sup>th</sup> November 2021 for execution of the **Supply, Installation, Testing, Commissioning and Training Of Medical Equipment** Tender No. ME/007/MBY/2021-2022/G/1 for the Contract Price of the equivalent of 379,400,000/= Tanzanian shillings for Iringa RRH, 376,420,000/= Tanzanian shillings for Mbeya RRH, 564,110,000/= Tanzanian shillings *For Mbeya ZRH, 77,380,000/= Tanzanian shillings for Njombe RRH, 85,120,000/= Tanzanian shillings for Songea RRH, 221,960,000/= Tsh For Songwe RRH and 187,230,000/= Tanzanian shillings For Sumbawanga RRH*, 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 ITT 44.1

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

Your faithfully,

  
Dr. Mbwanji, G.F. Executive Director  
Mbeya Zonal Referral Hospital  
P. O. Box 419  
Mbeya - Tanzania  
**EXECUTIVE DIRECTOR**

*All communication should be addressed to Executive Director*



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**SECTION VI: SCHEDULE OF REQUIREMENTS**

## SCHEDULE OF REQUIREMENTS

### MBEYA REGIONAL REFERRAL HOSPITAL

#### ICU-Equipment for Mbeya RRH

S/N	ITEM DESCRIPTION	UOM	Qty	UNIT PRICE	Total price
1	Heavy duty mechanical ventilator	EACH	8	42,000,000	336,000,000
2	Nebulizer machine	EACH	14	280,000	3,920,000
<b>Total</b>					<b>339,920,000</b>

#### EMD-Equipment For Mbeya RRH

S/N	ITEM DESCRIPTION	UOM	Qty	UNIT PRICE	Total price
1	I-stat machine with control and cartilages(ECG 8-250,PT/PTT-100,Chem 8-200)	EACH	2	17,550,000	35,100,000
2	Nebulizer machine	EACH	5	280,000	1,400,000
<b>Total</b>					<b>36,500,000</b>

Total cost of equipments for both ICU and EMD is 376,420,000/= Tanzanian Shillings

#### DELIVERY PERIOD:

Delivery period for goods in all lots shall be within four (4) months from the date of signing of contract / issuing of purchase order.

**SECTION VII: TECHNICAL SPECIFICATIONS**

	Equipment Description	Technical specifications	COMPLY/ NOT COMPLY
1	Ventilator	Should have facility for Invasive and Non-Invasive ventilation	
		Microprocessor Control suitable for Pediatric and Adult ventilation Electromagnetic Compatible Hinged arm holder for holding the circuit Should have built-in touch color screen TFT display of minimum 10 inches or more for display of waveforms and Monitored value. <b>Five years comprehensive Maintenance inclusive.</b>	
		Should have in-built facility to upgrade with EtcO <sub>2</sub>	
		Facility to Measure and Display: Status Indicator for ventilator mode Battery Indication Alarm Setting Automatic compliance and leakage compensation for circuit and ET Tube Should have facility of log book, for events and alarms with date and time	
		Should have the following settings: Tidal volume (Minimum at least 50ml, Maximum up to 2000ml) Inspiratory Pressure (up to 80cm of water) Respiratory rate 1 to 80 bpm	
		Apnea back up rate CPAP/PEEP Pressure support FiO <sub>2</sub> Pause Time Pressure and Flow Trigger Inspiratory Flow up to 120bpm Monitoring and Display of the following Parameters: Airway Pressure ( Peak and Mean) Tidal Volume (Inspired and Expired) Minute Volume (Inspired and Expired) Respiratory mechanics, Spontaneous Minute Volume Total Frequency, FIO <sub>2</sub> dynamic, Intrinsic PEEP, Plateau Pressure, Resistance and Compliance.	
		Use selector Alarm for all measured and monitored parameters, Occlusion Pressure and Pressure Flow and Volume curves.	
		Modes of Ventilation equipped with newer modes of ventilation: Assist Control, Volume Control, Pressure Control SIMV with pressure support (Pressure and Volume control) PEEP Inverse ratio Ventilation Non invasive ventilation - BIPAP, CPAP. Apnea Ventilator, user selectable, volume and pressure control Should have built-in safety alarms for Airway Pressure High and Low, Minute volume, High and Low. Power Failure, Low oxygen, High Respiratory Rate, Air Source in-operable. Should have in-built exhalation filter	
		Humidifier: Servo controlled heated Respiratory Humidifier Temperature of delivered Gas on LED display	
		Temperature should be adjustable Jar should be autoclavable Nebulization assembly compatible with ventilator and circuit.	
		Should have interface facility Flow sensor	
		should have life more than 1 year Expiratory Unit- life	
		should be more than 3 years Data storage facility for at least 24 hours Internal rechargeable battery at least 30 minutes	



		backup.	
		Supplied complete with compatible UPS and all standard accessories.	
		Power Supply: 220 - 240V, 50Hz	
2	Nebulizer	Electrical powered with accessories Portable, compressor driven nebulizer pump Easy to operate and sturdy design for use in demanding environment Cup capacity minimum 3ml to max 10ml Nebulization approximate 0.3 to 0.8 ml/min Residual Volume maximum 2ml Flow delivery range (under load) 0.5 to max 10 L/min Operating temperature +5 to +50° C Humidity up to 65% Power Supply 220 - 240V, 50Hz, 50W Supplied with: 1 atomizer body piece 1 pediatric reusable mouth piece 1 adult reusable mouth piece 2 air tubing 9mm diameter and 1 m length Dosage cup Reusable pediatric and adult masks	

**PRICE SCHEDULES FOR GOODS AND RELATED SERVICES OFFERED FROM ABROAD**

Name of Tenderer: **MOKASI MEDICAL SYSTEMS & ELECTRONICS SERVICES LTD**

Tender No: **ME/007/MBY/2021-2022/G/1**  
**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRAINING OF MEDICAL EQUIPMENT**

1	2	3	4	5	6	7	8	9
Item No.	Description	Country of origin	Delivery date as defined by Incoterms	Quantity and physical unit	Unit Price <sup>2</sup> CIF port of entry (specify port) or CIP named place (specify border point or place of destination) <sup>3</sup> TZS	Total CIF or CIP price per item (col. 5X6) TZS	Unit price of inland delivery to final destination and unit price of other incidental services <sup>3</sup> TZS	Total Price per line item (Col. 7 +8) TZS
<b>LOT No. 1 - SUPPLY OF MEDICAL EQUIPMENT</b>								
1	CT scan 64 slice with installation and 5 years maintenance warrant plan	CHINA		6	2,177,280,000.00	13,063,680,000.00	0.00	13,063,680,000.00
2	Digital X-Ray Machine	CHINA		5	650,188,800.00	3,250,944,000.00	0.00	3,250,944,000.00
					<b>TOTAL LOT 1</b>			<b>16,314,624,000.00</b>
<b>LOT No. 2 - SONGWE RRRH - ICU</b>								
2	Heavy duty mechanical Ventilator			4		35,100,000.00		140,400,000.00
28	Defibrillator pads			2		2,330,000.00		4,660,000.00
29	Defibrillator with pacing capabilities			1		32,620,000.00		32,620,000.00
35	Portable ECG Machine			1		26,400,000.00		26,400,000.00
36	ECG papers			1		885,000.00		885,000.00

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37.	EKG Electrodes		1		371,000.00		371,000.00	
38.	Electronic multi-parameter cardiac monitors		2		50,100,000.00		100,200,000.00	
56.	Mechanical ventilator		2		43,000,000.00		86,000,000.00	
61	Nebulizer Machine		2		280,000.00		560,000.00	
<b>TOTAL</b>							<b>392,096,000.00</b>	

**LOT No. 2 – SONGWE  
RRH - EMD**

5.	Automated External Defibrillator (AED)		1		6,990,000.00		6,990,000.00	
25.	Defibrillator Pads		1		2,330,000.00		2,330,000.00	
26.	Defibrillator with pacing capabilities		1		32,620,000.00		32,620,000.00	
31.	EKG Machine		1		26,400,000.00		26,400,000.00	
32.	EKG papers		1 Box		885,000.00		885,000.00	
33.	EKG Electrodes		1 Box		371,000.00		371,000.00	
34.	Electronic multi-parameter cardiac monitors		2		50,100,000.00		100,200,000.00	
55.	Nebulizer Machine		2		280,000.00		560,000.00	
81.	Portable Ultrasound Machine	CHINA	2		82,500,000.00		165,000,000.00	
<b>TOTAL</b>							<b>335,356,000.00</b>	

**LOT No. 3 – MIBEVA RRH**

- EMD

1	Heavy duty Mechanical ventilator with Neonatal, infant, children and adult function		1		43,000,000.00	43,000,000.00
2	Portable Cardiac monitors with movable stand		2		50,100,000.00	100,200,000.00
3	Multi-parameter cardiac monitors with wall mounting flexible stand (Philips brand)		5		50,500,000.00	252,500,000.00
4	1 - STAT machine		1		18,000,000.00	18,000,000.00
7	Portable Ultrasound with abdominal, cardiac and linear probe and movable stand	CHINA	1		82,500,000.00	82,500,000.00
8	ECG machine with 12 lead Electrodes and fixed movable stand		1		26,400,000.00	26,400,000.00
9	ECG disposable Electrodes		5 Box		371,000.00	1,855,000.00
12	Defibrillator with pacing capacity		2		32,620,000.00	65,240,000.00
13	Defibrillator pads		2		2,330,000.00	4,660,000.00
28	Portable x-Ray Machine		1		566,000,000.00	566,000,000.00
TOTAL						1,160,385,000.00
LOT 3 - EMD						

LOT No. 3 - MIBEVA RRH  
- ICU

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4	Digital x- Ray Machine		1		566,000,000.00	566,000,000.00
9	Heavy duty Mechanical ventilators		16		43,000,000.00	588,000,000.00
14	Portable cardiac monitors with movable stand		2		50,100,000.00	100,200,000.00
15	Multi parameter cardiac monitors with wall mounting flexible stand		20		50,500,000.00	1,010,000,000.00
17	1-ST/AT machine with control and cart/ridge (ECG 8-500, tropoin-10100, PT/PTT 2002		1		18,000,000	18,000,000.00
21	Portable ultrasound with abdominal, carZdiac and linear probe and movable stand		1		82,500,000.00	92,500,000.00
22	ECG machine with 12 electrode with fixed movable stand and disposable electrodes		1		26,400,000.00	26,400,000.00
23	ECG disposable electrode		10		371,000.00	3,710,000.00
26	Defibrillator with pacing mode		2		32,620,000.00	65,240,000.00
27	Defibrillator pads		4		2,330,000.00	9,320,000.00
47	Nebulizer Machine		2		280,000.00	560,000.00
53	Digital portable X-ray Machine		1		566,000,000.00	566,000,000.00

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LOT No. 4 - SONGEA RRH - EMD							TOTAL	3,135,930,000.00
LOT 3 - ICD							TOTAL	601,200,000.00
13	Automated External defibrillator		2		6,990,000.00		13,980,000.00	
16	Portable Cardiac monitors with 5 leads electrodes		1		50,110,000.00		200,400,000.00	
19	Portable mechanical ventilator with peditarics and adult function		2		43,000,000.00		86,000,000.00	
21	Portable Ultrasound machine with adreinnal, cardiac and linear probe		1		82,500,000.00		82,500,000.00	
25	CM5200 Central station Subtotal		1		28,000,000.00		28,000,000.00	
33	Nebulizer Machine		2		280,000.00		560,000.00	
38	Defibrillator machine with pacing capacity		1		32,620,000.00		32,620,000.00	
39	Defibrillator pads		2		2,330,000.00		4,660,000.00	
40	ECG Machine		1		26,400,000.00		26,400,000.00	
41	ECG disposable Electrodes		1		371,000.00		371,000.00	
TOTAL LOT 4 - EMD							475,491,000.00	
LOT No. 4 - SONGEA RRH - ICD								
8	Portable Cardiac Monitor		12		50,100,000.00		601,200,000.00	

*[Handwritten signature]*

	with 5 leads electrodes							
18.	EKG Machine with 12 leads electrodes and fixed movable stand		1		26,400,000.00		26,400,000.00	
19	Defibrillator with pacing mode		1		32,620,000.00		32,620,000.00	
22	Heavy Mechanical ventilator with pediatric and Adult function		6		43,000,000.00		258,000,000.00	
26	Nebulizer Machine		2		280,000.00		560,000.00	
<b>LOT No. 5 - SIMPANGAN RRH - EMD</b>								
<b>TOTAL LOT 4 - ICU</b>								
3.	I-ST/AT machine with control and cartridge (EKG 8-250,PT/PTT-100, Chem 8-200)		1		18,000,000.00		18,000,000.00	
5.	Automated external defibrillator (AED)		1		6,990,000.00		6,990,000.00	
27	Defibrillator pads		1		2,330,000.00		2,330,000.00	
28	Defibrillator machine with pacing capacity cardiac and linear probe		1		32,620,000.00		32,620,000.00	
32.	EKG Machine with 12 Lead electrodes		1		26,400,000.00		26,400,000.00	



23.	EKG disposable Electrodes	2	371,000.00	742,000.00
24.	EKG Papers	1	885,000.00	885,000.00
25	Electronic multi-parameter cardiac monitors with 5 electrodes	4	50,100,000.00	200,400,000.00
28.	Portable mechanical ventilation	2	43,000,000.00	86,000,000.00
26	Portable Ultrasound with abdominal, cardiac and linear probe and movable stand	1	82,500,000.00	82,500,000.00
<b>LOT No. 5 - SUNBAWANGA RRH - ICU</b>				
2.	Heavy Mechanical Ventilator	6	43,000,000.00	258,000,000.00
3.	Portable mechanical ventilator adult and infant	6	43,000,000.00	258,000,000.00
24	Defibrillator machine with pacing capabilities	1	32,620,000.00	32,620,000.00
26	EKG Machine with 12 Lead electrodes	1	26,400,000.00	26,400,000.00
27.	EKG paper, leads and suction cups/stickers	1	1,300,000.00	1,300,000.00
<b>TOTAL</b>			<b>456,367,000.00</b>	
<b>LOT \$ - PAID</b>				



44.	Nebulizer Machine	2	280,000.00		560,000.00
60.	Portable Ultrasound with Abdominal, Cardiac and linear probe and movable stand	1	82,500,000.00		82,500,000.00
61.	Portable Ultrasound with Abdominal, Cardiac and linear probe and movable stand	1	82,500,000.00		82,500,000.00
TOTAL LOT 5- ICU					741,880,000.00
LOT No. 6 - NJONIBE RRH - EMD					
2.	Heavy duty mechanical ventilator	26	43,000,000.00		1,118,000,000.00
3.	Multi Parameters wall mounted cardiac monitors	26	50,500,000.00		1,313,000,000.00
4.	Automated External defibrillators (AED)	1	6,990,000.00		6,990,000.00
12.	Defibrillator machine with pacing capabilities	1	32,620,000.00		32,620,000.00
13.	Defibrillator pads	1	2,330,000.00		2,330,000.00
15.	Portable ECG machine with lead electrode and stand	1	26,400,000.00		26,400,000.00
22.	Portable cardiac patient monitor	2	50,100,000.00		100,200,000.00
	Nebulizer	2	280,000.00		560,000.00

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36	Portable Ultrasound (TVS) probes		1		82,500,000.00		82,500,000.00
TOTAL							2,682,600,000.00
LOT 6 - ENH							
LOT No. 6 - MJOXIBE RRH - ICC							
8	Automated external defibrillator (AED)		1		6,990,000.00		6,990,000.00
18	Defibrillator with pacing capabilities		1		32,620,000.00		32,620,000.00
19	Defibrillator pads		1		2,330,000.00		2,330,000.00
20	Multi-parameter wall counted cardiac monitor		4		50,500,000.00		202,000,000.00
29	Heavy duty Mechanical Ventilator		2		43,000,000.00		86,000,000.00
31	Nebulizer Machine		4		280,000.00		1,120,000.00
52	Ultrasound machine with abdominal, cardiac and liner probe		1		82,500,000.00		82,500,000.00
TOTAL							413,560,000.00
LOT 6 - ICC							
LOT No. 7 - MBEVA RRII - FMD							
4	I-S/TAT machine		2		18,000,000.00		36,000,000.00
5	Automated external defibrillator (AED)		2		6,990,000.00		13,980,000.00
22	Defibrillator (with manual		1		32,620,000.00		32,620,000.00

*[Handwritten signature]*

	control, synchronizing and cardio version capabilities)							
23.	Defibrillator machine with heart start Adult/Child plus pads		2		2,330,000.00		4,660,000.00	
24.	Defibrillator with pacing Mode		1		32,620,000.00		32,620,000.00	
31.	EKG machine with 12 lead electrodes		2		26,400,000.00		52,800,000.00	
32.	EKG Papers		1		885,000.00		885,000.00	
33.	EKG disposable electrodes		5		371,000.00		1,855,000.00	
35.	Electronic cardiac monitor		2		50,100,000.00		100,200,000.00	
36.	Multi parameter cardiac monitor with wall mounting stand		6		50,500,000.00		303,000,000.00	
54.	Portable Mechanical ventilator with Pediatric and adult capacity		2		43,000,000.00		86,000,000.00	
60.	Nebulizer Machine		5		280,000.00		1,400,000.00	
88.	Ultrasound Machine		2		82,500,000.00		165,000,000.00	
89.	Mobile Digital X-Ray Machine		1		566,000,000.00		566,000,000.00	
TOTAL								1,397,020,000.00
LOT 7 - EMD								
LOT No. 7 - MIBEVA RRH -ICU								



2.	Heavy Mechanical Ventilator		6		43,000,000.00		258,000,000.00
3.	Portable mechanical ventilator adult and infant		6		43,000,000.00		258,000,000.00
24	Defibrillator machine with pacing capabilities		1		32,520,000.00		32,620,000.00
26	EKG Machine with 12 Lead electrodes		1		26,400,000.00		26,400,000.00
27.	EKG paper, leads and suction cup/stickers		1		1,300,000.00		1,300,000.00
44.	Nebulizer Machine		2		280,000.00		560,000.00
60.	Portable Ultrasound with Abdominal, Cardiac and linear probe and movable stand	CHINA	1		82,500,000.00		82,500,000.00
61.	Portable Ultrasound with Abdominal, Cardiac and linear probe and movable stand	CHINA	1		82,500,000.00		82,500,000.00
TOTAL LOT 7 - ICU							1,377,440,000.00
LOT No. 8 - IRINGA RRI -EMID							
2.	Heavy Mechanical Ventilator		2		43,000,000.00		86,000,000.00

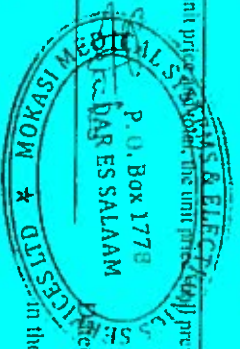


3.	Patient multi parameter cardiac monitor		5		50,100,000.00	250,500,000.00
4.	Portable ECG machine		1		26,400,000.00	26,400,000.00
5.	Portable ultrasound machine		1		82,500,000.00	82,500,000.00
9.	Nebulizer machine		5		280,000.00	1,400,000.00
17.	Defibrillator machines	CHINA	2		32,620,000.00	65,240,000.00
21.	Digital X-Ray Machine	CHINA	1		566,000,000.00	566,000,000.00
<b>TOTAL</b>					<b>30,880,069,000.00</b>	<b>1,078,040,000.00</b>
<b>LOT 8 - FMD</b>						

**TANZANIA SHILLINGS THIRTY BILLION EIGHT HUNDRED EIGHTY MILLION SIXTY-NINE THOUSAND ONLY**  
(Medical equipment are exempted from VAT and thus the price is Exclusive of VAT)

**DELIVERY PERIOD:**

Delivery period for goods in all lots shall be within four (4) months from the date of signing of contract / issuing of purchase order



Signature of Tender: \_\_\_\_\_ Dated on: 26th NOVEMBER, 2021

Name: WILFRED MTAMBO in the capacity of: LOGISTICS MANAGER

Duly authorized to sign the Bid for and behalf of:  
MOKASI MEDICAL SYSTEMS & ELECTRONICS SERVICES LTD

## POWER OF ATTORNEY

THAT BY THIS POWER OF ATTORNEY given on the 25<sup>th</sup> NOVEMBER 2021, WE the undersigned **MOKASI MEDICAL SYSTEMS AND ELECTRONICS SERVICES LTD** of P. O. BOX 1778, DAR ES SALAAM, TANZANIA, by virtue of authority conferred to us by the Board Resolution No:MS1101 on 25<sup>th</sup> day of NOVEMBER, 2021, do hereby ordain nominate and appoint **WILFRED JACOB MTAMBO** of P. O. BOX 1778, DAR ES SALAAM, to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. ME/007/MBY/2021-2022/G/1 that is to say;

To act for the company and do any other thing or things incidental for Tender No. ME/007/MBY/2021-2022/G/1 of **SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRAINING OF MEDICAL EQUIPMENT** for the **MBEYA ZONAL REFERRAL HOSPITAL P. O. BOX 419, MBEYA, TANZANIA.**

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.

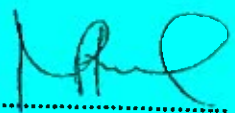
AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said **MOKASI MEDICAL SYSTEMS AND ELECTRONICS SERVICES LTD** and delivered in the presence of us this 25<sup>th</sup> day of NOVEMBER, 2021.

IN WITNESS whereof we have signed this deed on this 25<sup>th</sup> day of NOVEMBER, 2021 at DAR ES SALAAM for and on behalf of **MOKASI MEDICAL SYSTEMS AND ELECTRONICS SERVICES LTD**

SEALED and DELIVERED by the  
Common Seal of **MOKASI MEDICAL SYSTEMS  
AND ELECTRONICS SERVICES LTD** by  
**MONICA MICHAEL JOSEPH** who is duly authorized  
and who is known to me personally on  
This 25<sup>th</sup> day of NOVEMBER, 2021

}

  
.....

DONOR

BEFORE ME:



.....  
COMMISSIONER FOR OATHS

**ACKNOWLEDGEMENT**

I **WILFRED JACOB MTAMBO** do hereby acknowledge and accept to be Attorney of the said **MOKASI MEDICAL SYSTEMS AND ELECTRONICS SERVICES 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  
**WILFRED JACOB MTAMBO** known to me  
personally on this 25<sup>th</sup> day of November, 2021



.....  
**DONEE**

**BEFORE ME**



.....  
**COMMISSIONER FOR OATHS**



# Mokasi Medical Systems & Electronics Services Limited

45/46 Chimara Street, Palm Residency Building,  
P. O. Box 1778 Dar-es-Salaam, Tanzania  
Tel: +255 22 2924103/4, Fax: + 255 22 2924106  
Email: [info@mokasi.co.tz](mailto:info@mokasi.co.tz)

## FORM OF TENDER

Date: 26<sup>TH</sup> NOVEMBER, 2021

Tender No: ME/007/MBY/2021-2022/G/1  
**SUPPLY, INSTALLATION, TESTING, COMMISSION AND TRAINING OF ESSENTIAL  
MEDICAL EQUIPMENT**

TO:  
SECRETARY,  
MZRH TENDER BOARD,  
MBEYA ZONAL REFERRAL HOSPITAL,  
P.O. BOX 419,  
MBEYA, TANZANIA.

Ladies and/or Gentlemen,

Having examined the Tendering documents, Tender No: ME/007/MBY/2021-2022/G/1 the receipt of which is hereby acknowledged, we, the undersigned, offer to **SUPPLY, INSTALLATION, TESTING, COMMISSION AND TRAINING OF ESSENTIAL MEDICAL EQUIPMENT** under the above-named Contract in full conformity with the said Tendering documents for the sum of: **TZS 30,880,069,000.00** say (TANZANIA SHILLINGS THIRTY BILLION EIGHT HUNDRED EIGHTY MILLION SIXTY NINE THOUSAND ONLY) PRICE QUOTED PER EACH ITEM IS VAT EXCLUSIVE (Medical equipment are exempted from VAT) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this Tender

We undertake, if our Tender is accepted, to commence the supply and installation of Facilities and to achieve Completion within the respective times stated in the Tendering documents.

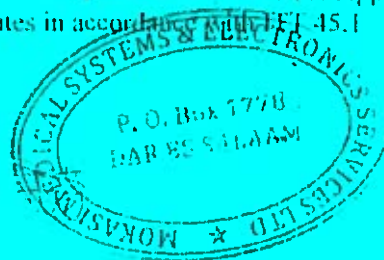
If our Tender is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Tendering documents.

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

We are not participating, as tenderers, in more than one Tender in this tendering process other than alternative tenders in accordance with the tendering documents.

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 Article 45.1

**PHILIPS**  
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## *Mokasi Medical Systems & Electronics Services Limited*

We agree to abide by this Tender, for a period of 120 days from the date fixed for submission of Tenders as stipulated in the Tendering documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

We declare that, as tenderer(s) we do not have conflict of interest with reference to ITT clause 3.7

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below

Name of Recipient	Address	Reason	Amount & Currency
NONE	N/A	N/A	N/A

Until a formal contract is prepared and signed between us, 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.

Dated this:

26<sup>th</sup> day

NOVEMBER, 2021

Signed:

P. O. Box 1778

DAR ES SALAAM

Name:

WILFRED NJAMBO

In the capacity of:

LOGISTICS MANAGER

Duly authorized to sign this bid for and on behalf of:

**MOKASI MEDICAL SYSTEMS & ELECTRONICS SERVICES LIMITED**

**45/46 CHIMARA STREET, PALM RESIDENCY BUILDING,**

**P. O. BOX 1778,**

**DAR ES SALAAM, TANZANIA.**

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# Mokasi Medical Systems & Electronics Services Limited

45/46 Chimara Street, Palm Residency Building,  
P. O. Box 1778, Dar-es-Salaam, Tanzania  
Tel: +255 22 2924103-4/ Fax: +255 22 2924106  
Email: [info@mokasi.co.tz](mailto:info@mokasi.co.tz)

Date: 26<sup>th</sup> NOVEMBER, 2021

Tender No: ME/007/MBY/2021-2022/G/1  
**SUPPLY, INSTALLATION, TESTING, COMMISSION AND TRAINING OF ESSENTIAL  
MEDICAL EQUIPMENT**

TO:  
SECRETARY,  
MZRH TENDER BOARD,  
MBEYA ZONAL REFERRAL HOSPITAL,  
P.O. BOX 419,  
MBEYA, TANZANIA.

## MEMORANDUM FOR ANTI-BRIBERY POLICY

*(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013)*

This company MOKASI MEDICAL SYSTEMS AND ELECTRONICS SERVICES LTD places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub-contractors and suppliers. Copies of our Anti-Bribery Policy, Code of Conduct and Compliance Program are attached

Authorized Signature:

Name and Title of Signatory:

  
WILFRED MISAUBI - LOGISTICS MANAGER

Name of Tender:  
MOKASI MEDICAL SYSTEMS AND ELECTRONICS SERVICES LIMITED  
45/46 CHIMARA STREET, PALM RESIDENCY BUILDING,  
P. O. BOX 1778,  
DAR ES SALAAM, TANZANIA

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THE UNITED REPUBLIC OF TANZANIA

61

MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN

Cable referral hospital

Telephone: 2503456/2503351  
Fax: 2503577



MBEYA ZONAL REFERRAL HOSPITAL  
P O BOX 419

MBEYA

Please quote:

Ref. No. MZRH/AD.121/345/02/F.

23<sup>rd</sup> December 2021

*Mokasi Medical Systems and Electronics Services Limited,*

*P.O.BOX 1778,*

*Dar Es Salaam.*

**RE: NOTIFICATION OF AWARD FOR CONTRACTNO. ME/007/MBY/2021-2022/G/1,  
FOR SUPPLY,INSTALLATION,TESTING,COMMISSIONING AND TRAINING OF  
MEDICAL EQUIPMENT**

Reference is made to the above heading

This is to inform you that you have been awarded a Tender dated 26<sup>th</sup> November 2021 for execution of the Supply, Installation, Testing, Commissioning and Training Of Medical Equipment Tender No. ME/007/MBY/2021-2022/G/1 total bid price is 379,400,000/= Tanzanian shillings for Iringa RRH, 376,420,000/= Tanzanian shillings for Mbeya RRH, 564,110,000/= Tanzanian shillings For Mbeya ZRH, 77,380,000/= Tanzanian shillings for Njombe RRH, 85,120,000/= Tanzanian shillings for Songea RRH, 221,960,000/= Tsh For Songwe RRH and 187,230,000/= Tanzanian shillings For Sumbawanga RRH,

Your therefore required to confirm your acceptance in writing to the undersigned immediately for further action

Your Sincerely,

Dr. Mbwaji, G.F

**EXECUTIVE DIRECTOR**

Executive Director  
Mbeya Zonal Referral Hospital  
P. O. Box 419  
Mbeya - Tanzania

*All communication should be addressed to Executive Director*



MUHTASARI WA MAJADILIANO NA MARIDHIANO BAINA YA HOSPITAL ZA RUFAA ZA KANDA NA HOSPITALI ZA RUFAA ZA MIKOA YA NYANDA ZA JUU KUSINI PAMOJA NA WAZABUNI WA VIFAA NA VIFAA TIBA TAREHE 02.12.2021

AGENDA

1. Kufungua Kikao
2. Vigezo vinavyotumika katika majadiliano na maridhiano
3. Majadiliano na Wazabuni
4. Mengineyo
5. Kufunga kikao

MAUDHURIO:

NA	JINA KAMILI	CHEO	ANAPOTOKA	NAMBA YA SIMU
1	Dr Raphael Gabriel	Mwenyekiti	MZRH	0763125448
2	Dr Mdede Musa L	Mjumbe	MZRH	0765815179
3	Kelvin Warioba Makoba	Mjumbe	RSO	0743114247
4	Salum Ng'onze	Mjumbe	SONGWE-RRH	0769006082
5	Ritha E Mlay	Mjumbe	MZRH	0756604601
6	Eonike Wavenza	Mjumbe	MZRH	0754542497
7	Elias N Mshana	Mjumbe	MZRH	0763016150
8	Julieth Rogastian Laswai	Mjumbe	MZRH	0718876950
9	Petro Peter Songi	Mjumbe	MBEYA-RRH	0718362333
10	Ditram Mendruf Mbunza	Mjumbe	MBEYA-RRH	0754047526
11	Aloyce Kavumika	Mjumbe	NJOMBE-RRH	0713894483
12	Shomari Omari Masenga	Mjumbe	NJOMBE-RRH	0758586032
13	Scholastica Laurent	Mjumbe	IRINGA-RRH	0755780918
14	Edgar Gabone	Mjumbe	IRINGA-RRH	0621009010
15	Obedi Daniel	Mjumbe	SONGWE-RRH	0782279398
16	Dr Salma M Bajber	Mjumbe	SONGWE-RRH	0684378815
17	Lusekelo Mwakatobe	Mjumbe	MZRH	0714441971
18	Sunday G Kanyama	Mjumbe	SONGEA-RRH	0764776470
19	Cecilia Ngatunga	Mjumbe	MZRH	0713644195
20	Haika Maro	Mjumbe	MZRH	0738656552
21	Angelica Wavenza	Mjumbe	RAS	0754542547
22	Ambele Philip	Mjumbe	S/WANGA-RRH	0784487150
23	Prosper Massawe	Mjumbe	S/WANGA-RRH	0759735903
24	Naima Mkingule	Mjumbe	MZRH	0715678888
25	Alinanuswe Mwansasu	Katibu	MZRH	0765314230



## 1. KUFUNGUA KIKAO

Mwenyekiti alifungua kikao mnamo saa 05:51 Asubuhi kwa MAOMBI, na kuwakaribisha wajumbe katika kikao. Mwenyekiti alieleza kwenye kikao kuwa tunawawakilishi kutoka Ofisi ya Usalama Mkoa (RSO), Ofisi ya Katibu Tawala Mikoa (RAS), Hospitali za Mikoa ya Iringa, Njombe, Mbeya, Songwe, Songea, Sumbawanga na wenyeji kutoka Hospitali ya Rufaa ya Kanda Mbeya pamoja na wazabuni wa makampuni sita ikiwa ni Mokasi Medical System, Pacific, Fabstech, Computertech, Anudha Ltd na Kas Medics Ltd.

Baada ya utambulisho huo mwenyekiti alitoa fursa kwa kila Mjumbe aweze kujitambulisha kwa jina na eneo analotoka. Wajumbe wa kikao walijitambulisha.

## 2. VIGEZO VINAVYOTUMIKA KATIKA MAJADILIANO NA MARIDHIANO:

Mwenyekiti alieleza kwenye kikao kuwa, kutakuwa na mjumbe ambaye atatupitisha na kutolea ufafanuzi katika kuongoza kikao na kufahamu vigezo vitakavyotumika, Mwenyekiti alimkaribisha mjumbe aweze kueleza lengo na vigezo vitakavyotumika.

Mjumbe alijitambulisha na kuelezea vigezo vitakavyotumika katika majadiliano na maridhiano baina ya wajumbe kutoka katika Hospitali za Rufaa za Mikoa na Kanda na wazabuni wa makampuni yote yaliyoomba tenda ya kuuza na kusambaza vifaa na vifaa tiba.

Mjumbe alieleza vigezo hivyo kama ifuatavyo:-

- i. Gharama ya vifaa tiba, lengo ni kuangalia gharama nafuu bila kuathiri ubora uliopendekezwa. Pia kuzingatia gharama ambazo wamenukuu kama zina kodi ndani yake.
- ii. Huduma zitakazotolewa ikiwa na aina ya mkataba utakaotumika baada ya kupatiwa huduma kama utahusisha matengenezo bila gharama ya vifaa na ujira au ujira pekee yake, Pia wanakuwa na mwitikio kiasi gani kifaa au mtambo utakapopata shida au kuharibika (muda wa matengenezo), uwepo wa wahandisi vifaa tiba na watalamu wanaohusika na matengenezo (Idadi ya wataalamu walionao) na ujuzi wao,
- iii. Kupokea na kusimika vifaa na vifaa tiba/ mitambo, ilielezwa kuwa ni lazima tufahamu kuwa baada ya kushinda zabuni tujue vifaa vitaweza kupokelewa na kusimikwa kabla ya mwezi Aprili 2022.

- iv. Utaratibu wa malipo, ulielezwa kuwa ni lazima tuzingatie namna ambayo watatakiwa kulipwa kwa sababu fedha zitakuwa zinaletwa kwa awamu.
- v. Upatikanaji wa spea na vifaa vinavyotumika katika mashine mbalimbali, ilielezwa kuwa kama mzabuni atashinda zabuni ni lazima tufahamu kama vifaa vya mashine/mtambo vitahitajika, je? vinapatikana kwa urahisi ikiwa vipo nchini au kuagizwa na kama vinaagizwa nje ya nchi wanatuhakikishia vitachukua muda gani hadi kufika.

Baada ya mjumbe kutoa vigezo vitakavyotumika aliwasilisha kwenye kikao.

Mwenyekiti aliwakaribisha wajumbe kwa ajili ya kuchangia kama kuna la ziada katika vigezo hivyo.

Wajumbe wa kikao waliridhia vigezo hivyo na kushauri kuwa ni vema katika upande wa gharama ukidhi bajeti za hospitali zilizotengwa bila kuathiri ubora wa vifaa na vifaa tiba/mitambo vitakavyonunuliwa, pia tuangalie na uwezo wa mzabuni katika kuuza na kusambaza vifaa tiba kwa wakati kutokana na muda uliopangwa.

Mwenyekiti aliwashukuru wajumbe kwa michango yao pia alisisitiza kila hospitali kuangalia bajeti yake iliyotengwa kwa ajili ya ununuzi wa vifaa, vifaa tiba, mitambo na ujenzi ili usiathiri zoezi zima.

### 3. MAJADILIANO NA WAZABUNI:

Mwenyekiti aliwakaribisha wazabuni wote na kuwashukuru kwa mwitikio wa kuweza kufika, pia aliwatambulisha wajumbe na kuwaeleza kuwa wajumbe waliopo kuna uwakilishi kutoka Hospitali sita za Rufaa za mikoa ya Iringa, Njombe, Mbeya, Songea, Songwe na Sumbawanga na wenyeji wao Hospitali ya Rufaa ya kanda Mbeya, na kuna wageni kutoka Ofisi ya Usalama Mkoa (RSO) na Ofisi ya Katibu Tawala Mkoa (RAS) pamoja na wazabuni wa makampuni sita ambayo ni Mokasi Medical System, Pacific, Fabstech, Computech Anudha na Kas Medics Ltd.

Mwenyekiti baada ya kutoa utambulisho huo alimkaribisha mjumbe aweze kutoa utaratibu utakaotumika katika kuongoza majadiliano na maridhiano ya zabuni walizoomba.

Mjumbe alieleza kwenye kikao vigezo na utaratibu utakaotumika katika majadiliano na maridhiano kama vilivyoainishwa katika agenda namba 2.

Mwenyekiti aliwakaribisha wazabuni na kuanza majadiliano kwa kila mzabuni kama zifuataavyo:-

#### I. MOKASI MEDICAL SYSTEM:

Mzabuni kutoka kampuni ya Mokasi alimshukuru mwenyekiti na wajumbe na kueleza kwenye kikao gharama za vifaa na vifaa tiba kama alivyonukuu kwenye zabuni.

##### a. MTAMBO WA CT - SCAN:

Mzabuni alieleza kwenye kikao kuwa gharama ya mtambo mmoja ni Tshs 2,177,280,000/= ikiwa ni seti nzima ambayo inahusu vitu vinavyohusiana na mtambo na visivyohusiana kama ilivyoonesha kwenye zabuni Na. ME/007/MBY/2021-2022/G/1 na gharama hizo zinahusisha.

- Mtambo hadi kusimikwa kwenye eneo husika “Delivery to site”
- Mkataba wa matengenezo kwa miaka mitano” warranty” (comprehensive)
- Mafunzo kwa watumiaji na mafundi.
- Kuwepo na wataalamu katika kanda zote kwa ajili ya matengenezo na marekebisho ya kifaa/mtambo ukipata shida au kuharibika.
- Gharama hizo hazina kodi ndani yake kwa sababu serikali ilitoa msamaha katika uagizaji wa vifaa na vifaa tiba kwa ajili ya matumizi ya hospitali.

Baada ya mzabuni kuelezea hivyo aliomba apate muongozo wa kujua kama kuna kitu kimesahaulika au atoe maelezo sehemu ambazo hazijaeleweka.

Mwenyekiti alishukuru na kuwakaribisha wajumbe kwa majadiliano:

Wajumbe wa kikao walipenda kufahamu kuwa endapo atashinda zabuni utaratibu wa malipo upoje, pia waliomba gharama iweze kushuka kwa kuwa fedha iliyotengwa katika bajeti haikidhi gharama hizo kwa maelezo kuwa fedha iliyotengwa inahusisha ununuzi wa mtambo /machine ya CT Scan pamoja na ujenzi wa jingo au maboresho kwa maeneo ambayo yanajengo. Aidha upunguzwaji wa gharama hizo usiathiri ubora wa kile walichokiomba.

Mzabuni alieleza kuwa kwa upande wa namna ya kulipa wao hawana tatizo watasikiliza wateja wanataka malipo yaweje pia alipenda kufahamu malipo yanafanywa na Serikali Kuu/Hospitali husika, hivyo kama watapewa muongozo wa namina ya kulipa hakuna tatizo ila kuwepo na “Guarantee letter of payment” “letter of credit”.

Kwa upande wa gharama kwa kampuni yao wanaweza kushusha kutoka Tshs 2,177,280,000/= hadi kiasi cha Tshs 2,085,000/=

b. MTAMBO WA "DIGITAL X RAY":

Mzabuni alieleza kwenye kikao kuwa gharama za mtambo mmoja ni Tshs 650,188,800/= ikiwa na mjumuisho ufuatao:

- Gharama zote hadi kufikishwa na kusimikwa kwenye eneo husika.
- Mkataba wa matengenezo kwa miaka mitano "warranty" (comprehensive)
- Mafunzo kwa watumiaji na mafundi.

Mwenyekiti akiwakaribisha wajumbe waweze kuchangai na kuona kama gharama hizo zipo kwenye wigo na bajeti zao.

Wajumbe walieleza kwenye kikao kuwa gharama hizo zipo juu hivyo waliomba ziweze kushushwa ziendane na bajeti zao kwa kuwa maeneo mengi fedha zimelengwa kwa ajili ya matengenezo na ujenzi wa sehemu ya kufungia/kusimika mitambo hiyo, pia katika gharama hizo kama zikiweza kushuka bei ya mwisho ni kiasi gani na zikibakia na upande wa "warrant" ya mwaka na "labour only" kwa miaka minne itakuwa kiasi gani?

Mzabuni alieleza kwenye kikao kuwa gharama ya mwisho kabisa ni Tshs 627,000,000/= ikiwa ni warranty ya mwaka mmoja comprehensive na Tshs 453,000,000/= ikiwa na warrant ya mwaka mmoja comprehensive na labour miaka minne.

Mwenyekiti alishukuru kwa offer hiyo na kusema tunatarajia kuwasikiliza watu wengine.

II. PACIFIC'S DIAGNOSTIC:

a. MTAMBO WA DIGITAL X- RAY

Mzabuni alieleza kwenye kikao kuwa gharama ya mtambo/mashine ya Digital X- ray ni Tsh. 565,000,000/= ikiwa na UPS lakini bila UPS ni Tsh 550,000,000 ikiwa na vitu vifuatavyo:-

- Matengenezo kwa miaka 5 (comprehensive)
- Mafunzo kwa watumiaji na wataalam/mafundi
- Kufikisha na kufunga hadi mahali husika
- Vifaa kupatikana kwa haraka inapotokea hitilafu



Wajumbe wa kikao waliomba gharama hiyo iweze kupungua uendane na uhalisia wa bajeti zao na wakapenda kufahamu endapo baadhi ya vitu vikapungua kama warrant itapungua ibakie kwa mwaka mmoja na labour miaka mine.

Mzabuni alieleza kwenye kikao kuwa gharama ya matengenezo inaweza kupungua kwa kiasi cha USD 1600 kwa rate ya 2340 kwa miaka minne ambayo ni sawa na Tsh 37,40,000/= hivyo na kufikia jumla ya Tsh 512, 560,000/=

**b. MTAMBO WA CT – SCAN:**

Mzabuni alieleza kwenye kikao kuwa gharama aliyoiweka ilikuwa hajahusisha upande wa vifaa ambavyo ni “non Ct Scan component” na kufanya kiasi cha Tsh 2,098,980,000/= na ikiwa na vifaa hivyo inakuwa jumla ya Tsh 2, 189,000,000/= gharama hizo zinahusisha:

- Kufikisha na kusimika mtambo
- Matengenezo miaka mitano (comprehensive)
- Mafunzo kwa watoa huduma
- Wataalamu na vifaa kuwepo pale vinapohitajika
- Mzabuni alishauri wajumbe kwa vitu ambayo ni “non- medical component” vitolewe kwa kuwa vinaongeza gharama na sio sehemu ya mashine ya CT- Scan.

Wajumbe wa kikao walitushukuru kwa ushauri na kuomba aweze kupunguza gharama ili tuendane na bajeti ya ununuzi na ujenzi wa majengo ya kusimika vifaa hivyo.

Mzabuni alieleza kwenye kikao kuwa gharama ambazo atapunguza ni uhalisia awezi kushuka zaidi ya hapo na kusema kuwa gharama ikiwa na vifaa vyote vya CT - Scan na “non CT -Scan component” ni Tshs 2,189,000,000/= na vifaa visivyokuwa na “non CT -Scan component” ni Tshs 2,090,000,000/=.

Pia alieleza utaratibu wa malipo ni malipo ya namna tatu, malipo ya awali (Advance paymen) ya asilimia 60%, “Delivery of machine” asilimia 30% na 10% “after installation”, “commission” na kwa mafunzo malipo yatafanyika kwa “letter of credit” kwa kila awamu (Phase).

**III. FABSTECH:**

Mzabuni alijitambulisha na kueleza kuwa yeye anahusika na upande wa ulungaji wa mfumo katika Hospitali “Telemedicine”.

Hivyo kutokana na zabuni aliyokuwa amepewa kuna kifaa kimoja kimebadilishwa na kufanya gharama kuongezeka kutoka Tshs 6,000,000 na kufikia Tshs 24,000,000 na kufanya gharama kupanda na kufikia Tshs.168,092,533 badala Tsh 150,381,933 iliyokuwa ya awali.

Wajumbe wa kikao waliomba kupunguziwa gharama kwa kuwa gharama hizo zipo nje ya bajeti za taasisi zao.

Hata hivyo, Mzabuni alieleza kwenye kikao kuwa gharama haiwezi kushuka kwa kuwa hiyo ni gharama halisi ya vifaa na upande wa usafirishaji umekuwa mgumu kwa kuwa upande wa meli inatumia muda mrefu na inabidi watumie usafiri wa anga ili kufikisha kwa wakati pia alishauri kama eneo la kupunguza gharama ni upande wa ufundi ambao badala ya kuvatumia wao, inawezekana kutumia wataalam wa ndani kufunga ambayo ni asilimia 3% ndio inatozwa

Wajumbe walipenda kujiridhisha ubora na uimara wa vifaa hivyo.

Mzabuni alieleza kuwa vifaa vingi vya TEHAMA vinakuwa na bora na pia ikitokea kinashida uwezekano wa kubadilishwa unakuwepo na upatikanaji wake ni rahisi.

#### IV. COMPTECH (GE)

##### a. MTAMBO WA DIGITAL X-RAY – MACHINE

Mzabuni alieleza kwenye kikao kuwa gharama za mashine ya Digital X-Ray ni Tsh 408,564,000/= ikiwa haina UPS na katika gharama hizo inahusisha.

- Kufikisha na kusimika eneo husika
- Matengenezo ya miaka mitano (Comprehensive)
- Mafunzo kwa wataalam na watumiaji
- Upatikanaji wa wataalamu huduma inapokwama pamoja na vifaa kwa muda mfupi.

Wajumbe wa kikao waliomba kupunguziwa gharama kwa mzabuni na kutaka kupata ufafanuzi kwa nini gharama hizo hazihusishi UPS.

Mzabuni alieleza kuwa katika mashine inatakiwa kutumika kifaa kimoja cha umeme kama ni stabilizer/UPS pia kabla ya kufunga vifaa tiba hivyo ni lazima ufanyike upimaji wa umeme kuondoa hitilafu.

Aidha kwa upande wa bei alipunguza hadi Tsh 370,000,000/= ikiwepo na stabilizer. Hivyo gharama ilipungua kutoka Tsh 408,564,000/= hadi Tsh 370,000,000/=

#### b. MTAMBO WA CT SCAN:

Mzabuni alieleza kwenye kikao kuwa gharama ni Tsh 2,120,000,000/= ikiwa na vitu vyote vilivyoandikwa kwenye zabuni na kuzingatia vigezo vya:

- Matengenezo (comprehensive )
- Mafunzo kwa watumiaji na wataalam
- Upatikanaji wa huduma za matengenezo na vifaa vinapohitajika kwa wakati.

Wajumbe walishukuru kwa gharama hizo ila waliomba gharama ipungue ili iendane na bajeti husika iliyolengwa ili na vifaa vingine viwepo na kushauri kwa vifaa vinavyoombwa ni vizuri pia kuzingatia kushuka kwa gharama kwa kuwa vinakuwa vifaa vingi.

Mzabuni alieleza kwenye kikao kuwa kwa gharama zake za mwisho zinaweza kupungua kwa Tsh 1,898,000,000 ikiwa na warranty ya miaka mitano comprehensive au gharama ya Tsh 1,755,000,000 kama vifaa vya "Non CT Scan Component" havitakuwepo na gharama zote hizo vikiagizwa kwa pamoja havilipiwi ushuru.

Aidha kwa upande wa mashine nyingine alizokuwa amejaza bei alipunguza kama ifuatavyo:-

- Portable cardiac monitor kutoka Tsh 21,060,000 hadi Tsh 19,560,000
- Digital mobile X-Ray kutoka Tsh 280,316, 470 hadi Tsh. 275,316,470

Alieleza kuwa gharama hizo ni pamoja na matengenezo miaka mitano (comprehensive).

Utaratibu wa malipo alieleza kuwa malipo ya vifaa vyote yatalipwa kwa awamu mbili, Wakati wa kupokea vifaa "Delivery" asilimia 90% na wakati wa kusimika "installation" 10% (Installation) wanafanya hivyo kwa kuwa ni kampuni imemtuma kufanya hivyo lengo ni watu wengine wafahamu kama kampuni hiyo ina uwezo na uhakika wa huduma.

#### V. ANUDHIA

Mzabuni alieleza kwenye kikao kuwa kwa kuwa wao wanabidhaa nyingine zaidi wanaomba tuangalie bidhaa ambazo tunaona gharama ipo zaidi kama wataweza kupunguza au la, pia alishauri sio vifaa vyote vitaweza kushuka bei na utaratibu wa malipo ni watafiti wa kupokea mzigo "delivery" ni asilimia 60% na kufunga "installation" asilimia 40%.



SN	ITEM	Supplier	Unit price	Agreed price after Negotiation	Department
1	ANAESTHETIC MACHINE	Anudha	51,840,000	51,000,000	EMD
2	Burr hole set	Anudha	1,500,000	1,470,000	EMD
3	BLOOD GAS ANALYSER	Anudha	12,000,000	11,700,000	EMD
4	Video laryngoscope	Anudha	6,250,000	6,000,000	EMD
5	Emergency curt	Anudha	1,500,000	1,750,000	EMD
6	Ophthalmoscope	Anudha	1,400,000	1,350,000	EMD
7	WALL MOUNTED OTOSCOPE	Anudha	1,400,000	1,350,000	EMD
8	Pulse oximetry	Anudha	850,000	800,000	EMD
9	POP cast remover Electrical	Anudha	850,000	833,000	EMD
10	Suction device: powered (electric or pneumatic)	Anudha	1,350,000	1,300,000	EMD
11	Ward screens	Anudha	400,000	380,000	EMD
12	DIGITAL MOBILE XRAY	GE/COMPUTFCH	280,316,470	275,316,470	EMD
13	Diathermy machine	Kas Medics	16,000,000	15,520,000	EMD
14	Ultrasound machine with abdominal.linear and cardiac probe	Kas Medics	64,000,000	62,720,000	EMD
15	OPERATING LAMP	Kas Medics	20,000,000	19,500,000	EMD
16	FOETAL MONITOR	Kas Medics	3,400,000	3,230,000	EMD
17	Automated external defibrillator	Kas Medics	3,500,000	3,395,000	EMD
	ITEM	Supplier	Unit price	Agreed price a	Department
1	Continous or bi level positive airway pressure machine (CPAP, BIPAP)	Anudha	12,500,000	12,250,000	ICU
2	Phototherapy machine	Anudha	3,500,000	3,200,000	ICU
3	Infant baby warmer	Anudha	4,500,000	4,300,000	ICU
4	Defibrillator MACHINE with pacing capabilities	Anudha	23,900,000	26,400,000	ICU
5	ECG machine with 12 lead electrodes	Anudha	5,200,000	5,000,000	ICU
6	Heavy oxygen concentrator	Anudha	4,000,000	3,800,000	ICU
7	Patient slide for stretcher transfers	Anudha	1,100,000	1,000,000	ICU
8	PORTABLE ULTRASOUND MACHINE	Anudha	22,800,000	22,000,000	ICU
9	Portable pt Cardiac Monitor	GE/COMPUTECH	21,060,000	19,560,000	ICU
10	ICU Beds with CPR capability	Kas Medics	6,750,000	6,547,500	ICU
11	Fluid warmer	Kas Medics	5,000,000	4,800,000	ICU
12	Stretchers and gurneys (wheeled stretchers)	Kas Medics	2,500,000	2,400,000	ICU
13	Heavy suction machine	Kas Medics	2,800,000	2,730,000	ICU
14	Voltage stabiliser	Kas Medics	1,500,000	1,450,000	ICU
15	INFUSION PUMP	Kas Medics	1,900,000	1,748,000	ICU
16	SYRINGE PUMP	Kas Medics	2,000,000	1,840,000	ICU
17	Laryngoscope with stylet and bouidge	Kas Medics	1,800,000	1,800,000	ICU
18	Heavy duty mechanical ventirator	Mokasi	43,000,000	42,000,000	ICU
19	I-start Machine	Mokasi	18,000,000	17,550,000	ICU