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 EQUIPMENT

BETWEEN

MBEYA ZONAL REFERRAL HOSPITAL

AND

COMPUTECH-ICS (T) LIMITED

Form of Contract

THIS AGREEMENT made the 4th day of February 20 22 between *Mbeya Zonal Referral Hospital, P.O. Box 419 Mbeya,* Tanzania (hereinafter called "the PE") of the one part and ***COMPUTECH-ICS(T) 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 Njombe RRH)*** has accepted a Tender by the Supplier for the supply of those goods and services in the sum of 489,000,000/= (four hundred eighty nine million) *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 Condition 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: .....

Name: GODLOVE MBWANOI

Title: EXECUTIVE DIRECTOR

Date: 04.02.2022

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

FOR LEGAL OFFICER:

Authorized Signature: .....

Name: Catherine B. Paul

Title: State Attorney

Date: 4th February 2022

WAKILI WA SERIKALI
4 FEB 2022
S.L.P 239
MBEYA

FOR THE SUPPLIER:

Authorized Signature: .....

Name: MICHAEL S. MAKA

Title: COUNTRY MANAGER

Date: 04/02/2022

COMPUTECH-ICS (T) LTD.
P. O. Box 5171
DAR ES SALAAM

FOR LEGAL OFFICER:

Authorized Signature: .....

Name: JACKSON MGONYAMI

Title: ADVOCATE

Date: 04/02/2022

JACKSON MGONYAMI
ADVOCATE
NOTARY PUBLIC
&
COMMISSIONER FOR OATHS
P.O. Box 847 MBEYA

FOR THE MEDICAL OFFICER INCHARGE (NJOMBE RRH):

Authorized Signature: .....

Name: WINFRED PHILEMON KYAMBILE

Title: MEDICAL OFFICER INCHARGE

Date: 4th February 2022

MEDICAL OFFICER INCHARGE
NJOMBE REGIONAL REFERRAL HOSPITAL
P. O. Box 1044
NJOMBE

TABLE OF CONTENTS

SECTION IV: GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	**Definitions**	1.1	The following words and expressions shall have the meanings hereby assigned to them:	
			a)	The **Adjudicator** is the person appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in General Conditions of the Contact (GCC) 31 hereunder.
			b)	The **Arbitrator** is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes.
			c)	**"The Contract"** means the agreement entered into between the Procuring Entity (PE) and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
			d)	The **Commencement Date** is the date when the Supplier shall commence execution of the contract as specified in the SCC
			e)	**"Completion"** means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
			f)	The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract Days are calendar days
			g	A Defective Goods are those goods which are below standards, requirements or specifications stated by the Contract.
			h)	"Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the PE under Contract.
			i)	"Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC 3.

			j)	"The Purchaser" means the person named as purchaser in the SCC and the legal successors in title to this person
			k)	"The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
			l)	"GCC" means the General Conditions of Contract contained in this section.
			m)	The **Intended Delivery Date** isthe date on which it is intended that the Supplier shall effect delivery as specified in the **SCC**
			n)	"SCC" means the Special Conditions of Contract.
			o)	"The PE" means the entity purchasing the Goods and related service, as named in SCC.
			p)	"The **Supplier**" means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the PE and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
			q)	"The Project Name" means the name of the project stated in SCC.
			r)	"Day" means calendar day.
			s)	'Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
			t)	"End User" means the organization(s) where the goods will be used, as named in the SCC.
			u)	"Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

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

2.	**Application and interpretation**	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Special Conditions of Contract, (3) General Conditions of Contract, (4) Letter of Acceptance, (5) Specifications (6) Form of tender (7) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3.	**Conditions Precedent**	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:- a) Submission of performance Security in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
		3.2	If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver)he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	**Governing Language**	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the PE shall be written in the language specified in SCC. Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5.	**Applicable Law**	5.1	The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.
6.	**Country of Origin**	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.

7.	**Standards**	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8.	**Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania**	8.1	The Supplier shall not, without the PE's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the PE in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
		8.2	The Supplier shall not, without the PE's prior written consent, make use of any document or information enumerated in GCC 7.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 shall remain the property of the PE and shall be returned (all copies) to the PE on completion of the Supplier's performance under the Contract if so required by the PE.
		8.4	The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and the appropriate donor agencies.
9.	**Patent and Copy Rights**	9.1	The Supplier shall indemnify the PE against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the PE by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the PE directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

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

11.	**Inspections and Test**	11.1	The PE or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the PE. SCC and the Technical Specifications shall specify what inspections and tests the PE shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PE.
		11.3	Should any inspected or tested Goods fail to conform to the Specifications, the PE may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the PE.
		11.4	The PE's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the PE's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the PE or its representative prior to the Goods' shipment from the country of origin.
		11.5	Nothing in GCC 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12.	**Packing**	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the PE.

13.	**Delivery and Documents**	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as **specified in SCC.**
		13.2	For purposes of the Contract, "EXW" "FOB" "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
		13.3	Documents to be submitted by the Supplier are specified in **SCC.**
14.	**Insurance**	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15.	**Transportation**	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the PE or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16.	**Incidental Services**	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in **SCC**:
			a) Performance or supervision of on-site assembly and/or

				start-up of the supplied Goods;
			b)	Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
			c)	Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
			d)	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
			e)	Training of the PE's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.	
17.	Spare Parts	17.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:	
			a)	Such spare parts as the PE may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
			b)	In the event of termination of production of the spare parts: i) advance notification to the PE of the pending termination, in sufficient time to permit the PE to procure needed requirements; and ii) following such termination, furnishing at no cost to the PE, the blueprints, drawings, and specifications of the spare parts, if requested.

18.	**Warranty**	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the PE, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
		18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
		18.3	The PE shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the PE other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the PE may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the PE may have against the Supplier under the Contract.
19.	**Payment**	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
		19.2	The Supplier's request(s) for payment shall be made to the PE in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13, and upon fulfillment of other obligations stipulated in the Contract.

		19.3	Payments shall be made promptly by the PE, within sixty (60) days after submission of an invoice or claim by the Supplier. If the PE makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20.	**Prices**	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in SCC or in the PE's request for Tender validity extension, as the case may be.
21.	**Change Orders**	21.1	The PE may at any time, by a written order given to the Supplier pursuant to GCC 22, make changes within the general scope of the Contract in any one or more of the following:
			a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the PE;
			b) The method of shipment or packing;
			c) The place of delivery; and/or
			d) The Services to be provided by the Supplier.
		21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the PE's change order.

		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22.	**Contract Amendments**	22.1	Subject to GCC 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23.	**Assignment**	23.1	Neither the PE nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24.	**Subcontracts**	24.1	The Supplier shall consult the Procuring Entity in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC 5.
25.	**Delays in the Supplier's Performance**	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26, unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.

26.	**Liquidated Damages**	26.1	Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in SCC. Once the said maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.	
27.	**Termination for Default**	27.1	The Procuring Entity or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.	
		27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:	
			a)	the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 24; or
			b)	the Supplier fails to perform any other obligation(s) under the Contract;
			c)	Supplier's failure to submit performance security within the time stipulated in the SCC;
			d)	the supplier has abandoned or repudiated the contract.
			e)	The Procuring Entity or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
			f)	a payment is not paid by the Procuring Entity to the Supplier after 84 days from the due date for payment;
			g)	the Procuring Entity gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Entity; and
			h)	if the Procuring Entity determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
			For the purpose of this clause:	

			"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution; "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice; "collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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; "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Contract;
		27.4	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.

28.	**Force Majeure**	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 theContract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failureisa result of an event of Force Majeure. 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
		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.

29.	**Termination for Insolvency**	29.1	The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.
30.	**Termination for Convenience**	30.1	The Procuring Entity, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
		30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and price. For the remaining Goods, the Procuring Entity may elect:
			a) To have any portion completed and delivered at the Contract terms and prices; and / or
			b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31.	**Disputes Resolution**	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.
		31.2	After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.
		31.3	If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.

32.	**Procedure for Disputes**	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
		32.2	The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
		32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
33.	**Replacement of Adjudicator**	33.1	Should the Adjudicator resign or die, or should the Employer and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the contract, a new Adjudicator will be appointed by the Appointing Authority.
34.	**Limitation of Liability**	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
			a) The supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and
			b) The aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement..
35.	**Notices**	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	**Taxes and Duties**	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

SECTION 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
	Definitions (GCC 1)	
1.	1.1(j)	The Purchaser is: **Mbeya Zonal Referral Hospital,** **P. O. Box 419,** **Mbeya,** **Tanzania.**
2.	1.1(p)	*The Supplier is:* **COMPUTECH-ICS (T)** ***Limited,*** *P.O.BOX 5171,* *Dar Es Salaam.*
3.	1.1(q)	The Project is: **Tender for supply ,installation ,testing ,commissioning and training of medical equipment** **Contact No. ME/007/MBY/2021- 2022 /G/1**
	Governing Language (GCC 4)	
4.	4.1	The Governing Language shall be: **English**
	Applicable Law (GCC 5)	
5.	5.1	The Applicable Law shall be: **Laws of the United Republic of Tanzania**
	Country of Origin (GCC 6)	
6.	6.1	Country of Origin is: **N/A**
	Performance Security (GCC 10)	
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.
	Inspections and Tests (GCC 11)	
9.	11.1	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the PE in order to ensure that the goods are manufactured in compliance with the contract.
	Packing (GCC 12)	
10.	12.2	The following SCC shall supplement GCC 12.2: The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.
	Delivery and Documents (GCC 13)	
11.	13.1	**For Goods supplied from abroad:** Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company: (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package;

		(iv.) Insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.. 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.
12.	13.3	**For Goods from within the United Republic of Tanzania:** Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE: (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (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. 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.
	Insurance (GCC 14)	
13.	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
	Incidental Services (GCC 16)	

14.	16.1	Incidental services to be provided are: **Not Applicable**
	Spare Parts (GCC 17)	
15.	17.1	Additional spare parts requirements are: **Not Applicable** 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.
	Warranty (GCC 18)	
16.	18.2	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: (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, or (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.
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	**Payment for Goods and Services supplied from within the United Republic of Tanzania:** Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows: (i) **Advance Payment:** 65% of the contract price after signing the contract

		(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: **Not Applicable**
	Prices (GCC 20)	
20.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC; **Not Applicable**
	Liquidated Damages (GCC 26)	
21.	26.1	Applicable rate: **0.15% of the contract sum per day of undelivered materials' value.** Maximum deduction: **is equal to the performance security.**
	Procedure for Dispute Resolution (GCC 32)	
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**
	Notices (GCC 35)	
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: **COMPUTECH-ICS(T)** ***Limited,*** *P.O.BOX 5171,* *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 quite:

Ref. No. **MZRH/AD.121/345/02/F.** **21th December 2021**

COMPUTECH-ICS(T) Limited,

P.O.BOX 5171,

Dar Es Salaam.

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

This is to notify you that your Tender dated 26th 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 **627,396,470/=** Tanzanian shillings **for Iringa RRH, 136,920,000/=** Tanzanian shillings **for Mbeya RRH, 352,080,000/=** Tanzanian shillings ***For Mbeya ZRH, 510,036,479/=*** Tanzanian shillings ***for Njombe RRH, 352,080,000/=*** Tanzanian shillings ***for Songea RRH, 373,116,470/=*** **Tsh *For Songwe RRH and 410,760,000/=*** 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,

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

Dr. Mbwanji, G.F

EXECUTIVE DIRECTOR

All communication should be addressed to Executive Director

SECTION VI: SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

NJOMBE REGIONAL REFERRAL HOSPITAL

EMD-Equipment For NJOMBE RRH

S/N	ITEM DESCRIPTION	UOM	Qnty	UNIT PRICE	Total price
1	PATIENT MULTPARAMETER CARDIAC MONITOR (wall mounted)	EACH	8	19,560,000	156,480,000
2	Portable cardiac monitor	EACH	2	19,560,000	39,120,000
	Total				**195,600,000**

ICU-Equipment for NJOMBE RRH

S/N	ITEM DESCRIPTION	UOM	Qnty	UNIT PRICE	Total price
1	Multiparameter cardiac monitor	EACH	13	19,560,000	254,280,000
2	Portable pt Cardiac Monitor	EACH	2	19,560,000	39,120,000
	Total				293,400,000

Total cost of equipments for both ICU and EMD is 489,000,000 /= 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	Monitor	Modular & Suitable for Adult/Pediatric/ Patients monitoring Minimum 15 inches multi colour TET display screen. **Five years comprehensive Maintenance inclusive.**	
		Eight Channel digital and waveforms/traces display.	
		Capability of storage of patient data and printing of patient report. :	
		Facility to monitor and display:-ECG, Respiration, NIBP, SpO2, EtCO2 and	
		Temperature. ECG	
		Multichannel (up to 12 lead) ST segment analysis.	
		3 or 5 lead with cascade waveform facility.	
		Monitoring, Diagnostic & OT modes of monitoring ECG lead Simultaneous Multi - lead ECG monitoring of 7 ECG lead. HR range 20-350 bpm.	
		HR/PR Source selection facility from Automatic, SpO2 IBP and NIBP PULSE OXYMETRY: Display of Plethysmograph with Pulse strength indicator &SpO2 values and perfusion index.	
		SpO2 range 1 - 100% and PR Range 20 - 230 BPM	

Price Schedules for Goods and Related Services Of

Name of Tenderer: COMPUTECH ICS TANZANIA LTD IFT Number :ME/037/MBY/2021-2022/G/7

EQUIPMENT PRICE SCHEDULE

Item	Description of Goods	Country of origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price[2] CIP Site (1 Year of Warranty)	Total cip price per item (1 Year Warranty)	Unit price of inland delivery to final destination and unit price of other incidental services[3]	Total Price per line item (Col. 7 + 8)
	2	3	4	5	6	7	8	9
	LOT 1 SUPPLY OF MEDICAL EQUIPMENT							
1	[illegible] MACHINE 64 SLICES WITH INSTALLATION AND 5 YRS MAINTENANCE PLAN(GE REVOLUTION MAXIMA)		16 weeks	6	2,120,000,000.00	12,720,000,000.00		12,720,000,000.00
2	DIGITAL X RAY(GE XR 6000 + XR 120(2 D))		16 weeks	5	408,564,000.00	2,042,820,000		2,042,820,000
	LOT 3 MBEYA ZONAL REFERRAL HOSPITAL							
	EMD							
2	Portable cardiac monitor monitors with movable stand(GE B155)		16 weeks	2	21,060,000	42,120,000.00		42,120,000
3	Multi parameter cardiac monitors with wall mounting flexible stand(GE B155)		16 weeks	5	21,060,000	105,300,000.00		105,300,000
	ICU							
14	Portable cardiac monitor monitors with movable stand		16 weeks	2	21,060,000	42,120,000.00		42,120,000
15	Multi parameter cardiac monitors with wall mounting flexible stand (GE B155)		16 weeks	20	21,060,000	421,200,000.00		421,200,000
	LOT No. 6. NJOMBE REGIONAL REFERRAL HOSPITAL							
	EMD							
3	Multi parameter wall Mounted cardiac monitors(GE B155)		16 weeks	26	21,060,000	547,560,000.00		547,560,000
15	Portable E[illegible] machine with 12 lead electrodes and stand (GE MAC 600)		16 weeks	1	5,382,000	5,382,000.00		5,382,000
	ICU							
20	Multi parameter wall mounted cardiac monitor (GE B155)		16 weeks	4	21,060,000	84,240,000.00		84,240,000
	LOT No. 8 Iringa Regional Referral Hospital							
	EMD							
1	Digital mobile X RAY (GE Traveller + XR120)		16 weeks	1	280,316,470	280,316,470		280,316,470
	ICU							
1[illegible]	DIGITAL MOBILE X RAY(GE Traveller + XR 120)		16 weeks	1	280,316,470	280,316,470		280,316,470
			Total					16,571,374,440

Name Michael Sanyiel Mpeka in the capacity of Country Sales Manager

Signature of Tenderer: [illegible]

Duly authorized to sign the Tender for and on behalf of COMPUTECH ICS(T) LTD

Dated on 26TH DAY OF NOVEMBER,2021

COMPUTECH ICS (T) LTD.
P.O. Box 5171
DAR ES SALAAM

Form of Tender

Date:26.11.2021

To: EXECUTIVE DIRECTOR

MBEYA ZONAL REFERRAL HOSPITAL,

P.O. BOX 419,

MBEYA.

Having examined the Tendering Documents including Addenda Nos: Nil], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Tender No. ME/007/MBY/2021- 2022 /G/1 for Supply,Instllation ,Testing ,Commissioning and Training of Medical Equipment at Mbeya Zonal Referral Hospital in conformity with the said Tendering Documents for the sum of TZS 16,571,374,940 TANZANIA SHILLINGS SIXTEEN BILLION FIVE HUNDRED SEVENTY ONE MILLION THREE HUNDRED SEVENTY FOUR THOUSANDS NINE HUNDRED FORTY ONLY VAT EXCLUSIVE such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

We are hereby confirm [Tanzania Institute of Arbitrators to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with ITT 40.1

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

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

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

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

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

KENYA | TANZANIA | UGANDA | RWANDA | ZAMBIA
sales@computech-ics.co.tz
www.computechlimited.com

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

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

Name and address of agent

NONE

Amount and currency Purpose of Commission

NONE

Or recipient or gratuities

NONE

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

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

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

Dated this 26th Day of November,2021.

(Name)

Michael Mpeka in the capacity of Country Sales Manager

COMPUTECH-ICS (T) LTD.
P. O. Box 5171
DAR ES SALAAM

.....

[signature]

Duly authorized to sign Tender for and on behalf of Computech ICS(T)Ltd

COMPUTECH
INSPIRED AND TRUSTED SINCE 1987

KENYA | TANZANIA | UGANDA | RWANDA | ZAMBIA
sales@computech-ics.co.tz
www.computechlimited.com

Tender Securing Declaration

Date: *26.11.2021*
Tender No.: *ME/007/MBY/2021-2022/G/1*

To:

Executive Director

Mbeya Zonal Referral Hospital

P.O.Box 419

Mbeya,Tanzania

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time to be determined by the Authority, if we are in breach of our obligation(s) under the tender conditions, because we:

(a) have withdrawn or modified our Tender during the period of tender validity specified in the Form of Tender;

(b) Disagreement to arithmetical correction made to the tender price; or

(c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) failure to sign the contract if required by Procuring Entity to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the tendering documents.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Signed: .....

In the capacity of Country Sales Manager

Name: Michael Mpeka

COMPUTECH-ICS (T) LTD.
P. O. Box 5171
DAR ES SALAAM

Duly authorized to sign the tender for and on behalf of: Computech ICS(T)Ltd

MEMORANDUM

TO:
EXECUTIVE DIRECTOR,
MBEYA ZONAL REFERRAL HOSPITAL,
P.O.BOX 419,
MBEYA,

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013
This company COMPUTECH ICS (T) 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

COMPUTECH-ICS (T) LTD.
P. O. Box 5171
DAR ES SALAAM

Authorized Signature: .....

Name and Title of Signatory:MICHAEL MPEKA, COUNTRY SALES MANAGER

Name of Tenderer:COMPUTECH ICS (T) LTD

Address: P.O.BOX 5171 DAR ES SALAAM

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 25th Day of November,2021 We the undersigned COMPUTECH ICS (T) LIMITED of 7TH FLOOR DIAMOND PLAZA, SAMORA AVENUE/MIRAMBO STREET, PO BOX 5171, DAR ES SALAAM , by virtue of authority conferred to us by the Board Resolution No. 36 of 08th day of July ,2021, do hereby ordain nominate and appoint Michael Mpeka of P.O BOX 5171, 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/7 FOR SUPPLY,INSTALLATION,TESTING ,COMMISSIONING AND TRAINING OF MEDICAL EQUIPMENT FOR MBEYA REFERRAL HOSPITAL , 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/7 FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND TRAINING OF MEDICAL EQUIPMENT FOR MBEYA REFERRAL HOSPITAL

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 COMPUTECH ICS (T) LIMITED and delivered in the presence of us this 25th Day of November,2021

IN WITNESS whereof we have signed this deed on this 25th day of Novembre,2021 2021, at *DAR ES SALAAM* for and on behalf of COMPUTECH ICS (T) LIMITED.

SEALED and **DELIVERED** by the
Common Seal of COMPUTECH ICS (T) LIMITED
This 25th day of November,2021

Name: Elikira J.Ndosi – Director

DONOR

.....

COMPUTECH ICS (T) LTD.
P. O. Box 5171
DAR ES SALAAM

ACKNOWLEDGEMENT

I Michael Mpeka doth hereby acknowledge and accept to be Attorney of the said COMPUTECH ICS (TANZANIA) 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 at DAR ES SALAAM by the said
Michael Mpeka, Identified to me by Stella Wanna
The latter known to me personally
This 25th day of November,2021

.....
DONEE

BEFORE ME

Full Name : ASHA MOHAMED NGANOGERA

Qualification COMMISSIONER FOR OATHS

Postal Address 75480 DAR ES SALAAM

Signature .....

Advocate, Notary Public & Commissioner for Oaths

COMMISSIONER FOR OATHS

GE Healthcare

DATE: July 22, 2019

To Whom it may concern

Manufacturer's Authorization Letter

We, **GE Healthcare FZE** of PO BOX 261395, Plot No. MO0531 JAFZA North Zone, Jebel Ali, Dubai, UAE, who is an integral part of GE Healthcare, the reputable manufacturer medical equipment and solutions, hereby authorize **Computech Limited,** Located at P.O Box 59789-00200 Nairobi is currently an authorized non-exclusive distributor for GE Healthcare in the territory of Tanzania, to distribute the following GEHC equipment lines in Tanzania.

MODALITIES
Diagnostic Imaging
Ultrasound
Life care solution
Services

This authorization is subject to the terms and conditions of the signed Distribution Agreement Ref. Computech_AGMT_01_2017 **"Computech Limited"** between **GE Healthcare FZE** and **Computech Limited**. Moreover, GEHC reserves the right to revoke this authorization at its sole discretion at any time as the case may be.

For and on behalf of **GE Healthcare FZE.**

Name: Mohamed Abdelaal

Title: Africa Dealer Compliance Manager (DCM)

Signature:

(62)

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 quite:

Ref. No. **MZRH/AD.121/345/02/F.** **23rd December 2021**

COMPUTECH-ICS (T) Limited,

P.O.BOX 5171,

Dar Es Salaam.

RE: NOTIFICATION OF AWARD FOR CONTRACTNO. ME/007/MBY/2021-2022/CS/MS/09, ME/007/MBY/2021-2022/G/1,ME/007/MBY/2021/22/CS/MS/09B FOR CONSTRUCTION,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 26th November 2021 and 16th December for execution of the **Supply, Installation, Testing, Commissioning and Training Of Medical Equipment** Tender No. **ME/007/MBY/2021-2022/G/1** the total bid price is **627,396,470/=** Tanzanian shillings **for Iringa RRH, 136,920,000/=** Tanzanian shillings **for Mbeya RRH, 352,080,000/=** Tanzanian shillings ***For Mbeya ZRH, 510,036,479/=*** Tanzanian shillings ***for Njombe RRH, 352,080,000/=*** Tanzanian shillings ***for Songea RRH, 373,116,470/=*** **Tsh** ***For Songwe RRH and 410,760,000/=*** Tanzanian shillings **For Sumbawanga RRH,**

Digital X-Ray Tender No. **ME/007/MBY/2021/22/CS/MS/09B** for the Contract Price of the equivalent **of** ***1,581,248,395/=Tanzania shillings***,For Mbeya RRH,Songwe RRH,Songea RRH ,Iringa RRH,Njombe RRH. **AND**

CT SCAN 64 SLICES with CONSTRUCTION Tender No. **ME/007/MBY/2021/22/CS/MS/09** for the Contract Price of the equivalent **of** ***9,118,799,394/= Tanzania shillings***,For Mbeya RRH,Songwe RRH,Songea RRH,Iringa RRH,Njombe RRH,Sumbawanga RRH.

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

Your sincerely

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

Dr. Mbwanji, G.F

EXECUTIVE DIRECTOR

All communication should be addressed to Executive Director