

**ORCI** OCEAN ROAD  
CANCER  
INSTITUTE

Box 3592, Dar es Salaam, Tanzania  
Tel. 2127597, Fax: 255-22-2118704



# CONTRACTUAL AGREEMENT

PA-010/2021-22/W/33

BETWEEN

OCEAN ROAD CANCER INSTITUTE, TANZANIA

AND

MZOME ENTERPRISES LIMITED, TANZANIA

FOR

PROPOSED REHABILITATION OF THE TELEMEDICINE  
ROOM FOR THE IMF PROJECT

Executive Director,  
Ocean Road Cancer Institute  
Junction Barack Obama / Luthuli road  
P.O.Box 3592  
Dar es Salaam, Tanzania

DECEMBER 2021

## FORM OF AGREEMENT

This Agreement made the FRIDAY 24 day of **December 2021** between **OCEAN ROAD CANCER INSTITUTE P.O BOX 3592 DAR ES SALAAM**, (hereinafter called "the Employer") on the one part and **MZOME ENTERPRISES LIMITED. P.O. BOX 40986, DAR ES SALAAM**, (hereinafter called "the Contractor") on the other part.

Whereas the Employer is desirous that certain works should be carried **PROPOSED REHABILITATION OF THE TELEMEDICINE ROOM FOR THE IMF PROJECT**, located at **OCEAN ROAD CANCER INSTITUTE** and has by the letter of Acceptance Ref. No. **PA-10/20202021/W/33** dated **20/12/2021** accepted a Tender by the Contractor for execution, and completion of such Works  
**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 hereinafter referred to and;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz: -
  1. Form of Agreement;
  2. Letter of Acceptance;
  3. Quotation Submission Form
  4. Contract Data
  5. General Conditions of Contract
  6. Specifications
  7. Drawings
  8. Priced Bill of Quantities
  9. Any other document forming part of the contract (Minutes of clarifications, anti-bribery memorandum)
3. All the aforesaid documents are hereinafter referred to as 'the Contract' and shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies shall take precedence in the order set out above.



4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works in conformity, in all respects, with the provisions of the Contract.
  
5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works, the sum of **Tanzanian Shillings 23,989,276.53/= (Twenty three million nine hundred eighty nine thousand two hundred seventy six shillings and fifty three cents only), VAT included**, hereinafter referred to as the "Contract Price", at the times and in the manner prescribed by the Contract.

IN WITNESS where of, the parties hereto have set their hands and seals on the day and year first above written.

**SIGNED FOR AND ON BEHALF  
OF THE EMPLOYER**

In the presence of

*[Handwritten Signature]*  
.....

Signature

(Name) **DR JULIUS MWANELAGE**

(Occupation) **EXECUTIVE DIRECTOR**

**ON BEHALF OF THE CONTRACTOR:**

*[Handwritten Signature]*  
.....

Signature

*[Handwritten Signature]*



*[Handwritten Signature]*  
.....

Signature

(Name) **Elipendo Kazinto**

(Occupation) **Head of Legal Services**

In the presence of

*[Handwritten Signature]*  
.....

Signature

(Name).....YAHAYA RAMADAN

(Name).....LAMECK YAHAYA

(Occupation).....DIRECTOR

(Occupation).....MANAGER

(Address).....P.O. BOX 40618 D.S.M

(Address).....P.O. BOX 40618 D.S.M



*[Handwritten signature]*

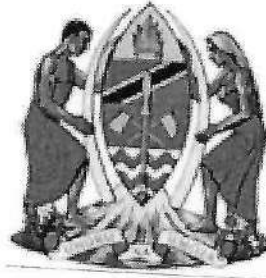
**THE UNITED REPUBLIC OF TANZANIA**

**Ocean Road Cancer Institute**

Telephone: +255 22 220002

Fax:

E-mail: info@orci.or.tz



Barrack Obama Road, Lithuli  
Road  
Dar es Salaam  
Ilala  
3592, Dar es Salaam  
Tanzania, United Republic Of

Date 20/12/2021

In reply please quote

PA-010/2021-22/W/33

Name of awarded PE

OCEAN ROAD CANCER INSTITUTE

**RE: Proposed rehabilitation of the  
telemedicine room for the IMF project  
SUB: NOTIFICATION OF CONTRACT AWARD**

1. Reference is being made to the bid documents submitted by 10/12/2021 , for the above captioned matter.
2. Kindly be informed that the Ocean Road Cancer Institute Tender Board during its ordinary Meeting held on 25/11/2021 , approved award of the contract to MZOME ENTERPRISES LIMITED For Proposed rehabilitation of the telemedicine room for the IMF project at the contract price of TZS 23989276.53 VAT inclusive.  
We hope you will provide us with best services

EXECUTIVE DIRECTOR

A handwritten signature in black ink, appearing to be 'J. M. M.' or similar.

QUOTATION SUBMISSION FORM

07/12/2021

To: Executive Director,  
Ocean Road Cancer Institute  
Lithuli road/Samora Avenue,  
P o.Box 3592  
Dar es salaam

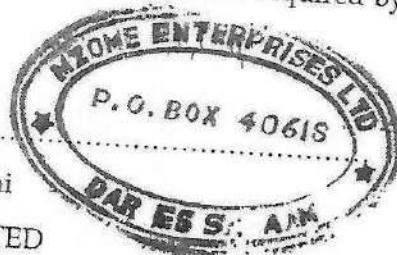
We offer to execute the Quotation No: PA-010/2021-22/W/33 For  
**PROPOSED REHABILITATION OF THE TELEMEDICINE ROOM FOR THE  
IMF PROJECT** in accordance with the Conditions of Contract accompanying  
this Tender for the Contract Price of Tshs 24,900,902.80 (Tanzanian shillings  
Twenty four million nine hundred thousand nine hundred and two eighty cents  
only ) VAT Inclusive.

We also offer to complete the said works within a period of  
.....21.....days/~~weeks~~ / ~~months~~ (delete as necessary) that includes  
mobilization period.

This quotation and your written acceptance of it shall constitute a binding  
Contract between us. We understand that you are not bound to accept the  
lowest or any quotation you receive.

We hereby confirm that this quotation complies with the conditions required by  
the invitation for quotations.

Authorized Signature: .....  
Name and Title of Signatory: ...Yahaya Ramadhani  
Name of Tenderer: MZOME ENTERPRISES LIMITED



*(Handwritten signature)*

# TANePS

Tanzania National e-Procurement System

10:22:05 EAT

My role for this tender is: TC

## Bid Evaluation Page

### Supplier Organisations:

MZOME ENTERPRISES LIMITED

### Tender Receipt ID:

000354359

### Financial

#### Conversion Rate

No Further Discount Rate (%)

#### Criteria

Supplier (TZS)

R

PO/ES(TZS)

AF

Submitted Currency

± Form of Tender

24,900,902.80

23,533,463.39 J

± BILL OF QUANTITIES

1.00

0.00 J

### Total Financial Prices

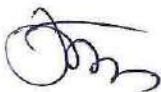
	VAT (TZS)	TAX (TZS)	Supplier Value (TZS)	Corrected Price (TZS)
Overall	0.00	0.00	24,900,903.80	23,533,463.39
Overall with VAT and TAX	0.00	0.00	24,900,903.80	23,533,463.39

Pass |  Not Pass |  Attention Flag

## CONTRACT DATA

Name of Project: **PROPOSED REHABILITATION OF THE TELEMEDICINE ROOM FOR THE IMF PROJECT.**

Clause No.	
20.0	Contract start date: immediate after date of signing the contract
20.0	Time for completion is four weeks days after date of signing the contract
23.1	Advance payment (if applicable) is 25 percent of contract price. Acceptable collateral shall be in the form of bank Guarantee attached/Insurance bond-N/A
23.2	Percentage of retention money: (5%) of value of certificate
23.4	Rate of interest upon unpaid amount is the prevailing commercial bank interest rate per month as published by Bank of Tanzania on the date of contract signing.
26.0	Amount of liquidated damages: 0.2% of the Contract price per day





**GENERAL CONDITIONS OF CONTRACT**

*[Handwritten signature]*

## GENERAL

### Clause 1: Contract Documents

The Conditions of Contract and the Specifications form an integral part of the Contract Documents and they are to be read in conjunction with all other documents forming the Contract. In cases where there appears a conflict the priority of the documents shall be as stated in Clause 6 of these Conditions of Contract.

### Clause 2: Definitions

In these Conditions of Contract the following expressions shall have the meanings assigned to them as hereunder:

<b>Employer</b>	<b>ORCI</b>
<b>Engineer</b>	means the person appointed by the Employer, who is responsible for supervision of the Works and administering the Contract
<b>Engineer's Representative</b>	means the person appointed by the Engineer who is responsible for supervision of the Works
<b>Contractor</b>	means the person or persons or firm whose tender has been accepted by the Employer.
<b>Works</b>	means the works to be executed in accordance with the contract.

### Clause 3: Instructions

Instructions given by the Engineer shall be in writing or in electronic forms that provide record of the content of communication. If for any reason such instruction is given orally the Contractor shall comply with such instruction. Within a period of 7 days, the orally given instructions shall be confirmed in writing or in electronic forms that provide record of the content of communication.

**Clause 4: Language**

All notices, instructions, correspondence or any other written documentation concerning the contract shall be in English or Swahili as the parties may agree provided that all such documents to be provided for a contract executed in co-operation with a loan or grant source shall be in English.

**Clause 5: Applicable Law**

The contract, its meaning, interpretation and execution shall be governed by the laws of the United Republic of Tanzania.

**Clause 6: Priority of Contract Documents**

The several documents forming the contract are to be taken as mutually explanatory of one another but in case of discrepancy the priority of the documents shall be as follows:

1. Form of Agreement;
2. Letter of Acceptance;
3. Quotation Submission Form
4. Contract Data
5. General Conditions of Contract
6. Specifications
7. Drawings
8. Priced Bill of Quantities
9. Any other document forming part of the contract (Minutes of clarifications, anti-bribery memorandum)



## GENERAL OBLIGATIONS

**Clause 7: Execution of Works**

The Contractor shall supply all labour, tools, plant, transport, materials and whatever is required for the completion of the works including water and power supply. He shall carry out the works in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.

**Clause 8: Adverse Physical Conditions**

If during the execution of the works, the Contractor encounters adverse physical conditions other than climatic conditions which were not reasonably foreseeable by the Contractor; the Engineer shall determine any extension of time to which the Contractor is entitled.

**Clause 9: Sub-contracting**

The Contractor shall not sub-contract the whole or part of the work under this contract without prior written approval of the Employer. Such approval shall not relieve the Contractor from any liability or obligation under the contract and the Contractor shall be responsible for default or neglect of any of the sub-contractor(s).

**Clause 10: Supervision of Works by Contractor**

The Contractor shall execute the works with due diligence and comply with the standard of performance required by the Engineer so as to meet the specific requirements of quality, quantity and time frame. If at any time the Engineer observes laxity or serious departures from set norms, appropriate action(s) shall be taken by the Contractor to correct the situation.

**Clause 11: Inspection**

The Engineer or his authorized representative has the right to inspect the works and the Contractor shall provide reasonable assistance for the same as and when required by the Engineer.



**Clause 12: Rejected Works**

Works not in compliance with the requirements of the contract will be rejected. On the instruction of the Engineer, the Contractor shall at his own cost repair or correct or re-execute such rejected work to the full satisfaction of the Engineer.

**Clause 13: Insurances**

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover for loss or damage to Contractors equipment and plant, Materials and for compensation of personal injury or death.

**Clause 14: Liabilities of the Contractor**

The Contractor shall keep the Employer harmless against all claims arising from loss or damage to third parties. He shall fully indemnify the Employer against any liability arising under the Employment and Workmen's Compensation Ordinances.

**Clauses 15: Force Majeure**

15.1 Notwithstanding the provisions of GCC Clauses 26 and 228, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

15.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer 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 Employer in writing or in electronic forms that provide record of the content of communication, the Contractor 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.

15.4 In the event of any loss or damage happening from any operation of the forces of nature against which the parties to the contract could not reasonably have foreseen, the Contractor shall rectify the loss or damage. The Employer shall determine an addition to the contract price and may consider an extension of the contract period.

**Clause 16: Quality of Materials and Workmanship**


All materials and workmanship shall be of the respective kind and quality as provided for in the contract and in accordance with the Engineer's instructions and subjected to such tests as the Engineer may require. The Contractor shall provide, free of charge, all assistance necessary for material testing and shall be responsible for meeting all costs of required testing.

**Clause 17: Access to Materials**

The Contractor shall identify all sources of materials required for works prior to the commencement of the works. The Employer shall where required facilitate access to such sources. The Contractor shall not use materials without prior written authorization of the Engineer.

**Clause 18: Clearance of Site**

Upon completion of the works the Contractor shall remove from the site all equipment, tools, surplus materials, rubbish and temporary works and shall have the site clean and in a condition satisfactory to the Engineer.



**Clause 19: Health and Safety and Protection of the Environment.**

The Contractor shall through the contract period have full regard for the health and safety of the working zone and all persons entitled to be on the site and to keep the site in an orderly state to avoid any danger to such persons.

The Contractor shall comply with all the existing environmental requirements and regulations as stipulated by the Government of Tanzania.

**Clause 20: Commencement and Completion of Work.**

The Contractor shall commence and complete the works within the time specified in the Contract Data or within an extended contract period if such extended time is allowed by the Employer.

**Clause 21: Variation**

Upon the approval of the Employer, the Engineer may make any variation of the form, quality or quantity of the works and he shall have the authority to instruct the Contractor accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Engineer shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the contract in respect of any extra or additional work done or work omitted by such order. The amount so determined shall be based on the tender unit rates or in case no unit rate is applicable, such other rate as will be determined by the Engineer and agreed upon between the Employer and the Contractor.



## PAYMENTS

### Clause 22: Quantities

The quantities set out in the Bill of Quantities are the estimated quantities for the works and they are not to be taken as the actual and correct quantities to be executed by the Contractor.

The Engineer shall determine by measurement the value of the actual works and he shall pay for the works in compliance with such measurement at the contractually stipulated unit cost.

Limit within the quantities may vary and hence exceed the contract sum but requiring no approval of the Tender Board shall be fixed i.e.  $\pm 10\%$ .

### Clause 23: Payments

#### 23.1 Advance Payment

An advance payment of 15% of contract value may be provided if so specified in the Contract Data upon submission of acceptable collateral. This advance payment will be deducted in equal installments against each bill submitted by the Contractor, and shall be wholly recovered.

#### 23.2 Interim Payments

Payments will be made to the Contractor through interim certificates if the completed works are in compliance with the terms of the contract. With each interim certificate, retention money of *amount stated in the Contract Data* will be withheld up to a maximum of 10% of contract price. Such retention money will be released together with the final payment certificate.

The amount due to the Contractor under any Interim Certificate shall be paid by the Employer to the Contractor within **14 working days** after approval of the interim certificate by the Engineer.





### **23.3 Final Payment**

The Final payment certificate shall be effected within 28 working days after the date such document has been approved by the Employer, provided that all works, corrections and repairs, if any, have been executed to the satisfaction of the Engineer.

### **23.4 Delayed Payments**

If the Employer fails to make payment within the time stated the Employer shall pay to the Contractor interest at the rate stated in the Contract Data.

### **23.5 Deductions to Payments**

The Employer shall be entitled to deduct any sums, advances or debts recoverable from the Contractor to the Employer from any sums payable by the Employer to the Contractor under this contract or any other contract provided always that this provision shall not effect any other remedy by action at law or otherwise by which the Employer may be entitled to the recovery of any such moneys.

### **23.6 Payment to Workmen**

In case of failure of payment of wages or any other compensation due to the workmen and/or rental fees for plant/ equipment/ vehicle hire and material under this contract the Employer shall be entitled to withhold payments from the Contractor. The Employer shall make use of such withheld payments to pay the Contractor's workmen, their wages or other compensation and/or outstanding rental fees and such payments shall be treated as the payment received from the Employer by the Contractor under this contract.

### **Clause 26: Liquidated Damages**

If the Contractor fails to perform the works within the time stated in the contract or within any extended time allowed for by the Employer the Contractor shall pay to the Employer as Liquidated Damages at a rate of 0.1% of the Contract price per day to a maximum of 10% of contract price.

### **Clause 27: Settlement of Disputes**

If disputes arise they shall be settled by mutual discussions. If the discussions fail to produce an agreement, either party has the option to go for arbitration in accordance with the laws of Tanzania.



**Clause 28: Termination of Contract**

28.1 If the Contractor fails to commence the works within the specified time or there are reasons to believe that he may not complete the works within the specified time or there are delays beyond the completion date or he fails to comply with any one of the contract conditions or he pays no attention to the instructions issued by the Engineer or he becomes bankrupt, the Employer shall be entitled to terminate the contract and engage a new Contractor to carry out the works.

28.2 If the Employer fails to pay the Contractor within 60 days of the date of the Engineer's certificate, the Contractor may terminate the contract

**Clause 29: Payment if Contract Terminated**

If the contract shall be terminated, the Contractor shall be paid by the Employer, in so far as such amounts or items shall not have already been covered by payments on account made to the contractor, for all work executed prior to the date of termination at the rates and prices provided in the contract. Provided always that against any payments due from the Employer under this clause the Employer shall be entitled to be credited with any outstanding balances due from the contractor for advances in respect of plant/equipment/vehicles and materials and any sum previously paid by the employer to the contractor in respect of the execution of the works.

**Clause 30: Assignment**

The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Purchaser.

**Clause 31: Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of



the content of communication to the other party's address specified in the Local Purchase Order.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**Clause 32: Change of Laws and Regulations**

If after the date invitation to quotations, any law or regulation changed in United Republic of Tanzania (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the duration of the contract and/or the contract price, then such duration and/or contract price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the contract.



## SPECIFICATIONS

*John*

DRAWINGS

CS

**PRICED BILL OF QUANTITIES**

*Dr*

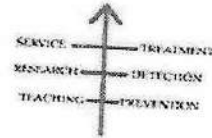
DECEMBER 2021

**PROPOSED REHABILITATION OF THE TELEMEDICINE ROOM FOR THE IMF PROJECT**

**ORCI**

OCEAN ROAD  
CANCER  
INSTITUTE

Box 3592, Dar es Salaam, Tanzania  
Tel. 2127597, Fax: 255-22-2118704



**PROPOSED RENOVATION AND REHABILITATION OF  
TELEMEDICINE AT OCEAN ROAD CANCER INSTITUTE UNDER  
IMF FUND**

Item	Descriptions	Unit	Qnty	Rate	Amount
<b>A</b>	<b>Roofing</b>				
1	Iron Cup G28	pc	3	25,000.00	75,000.00
2	Iron Nails sheets	Pkt	2	12,000.00	24,000.00
3	Iron Nails Timber	kl	5	4,000.00	20,000.00
4	Tube Silcon	pc	4	10,000.00	40,000.00
5	Fiber Tape	Roll	1	20,000.00	20,000.00
6	Roofing man power charges	item	1	380,000.00	380,000.00
<b>B</b>	<b>Ceiling Board</b>				
7	Timber 2x2	pc	35	6,800.00	238,000.00
8	Gypsum Board	pc	34	28,000.00	952,000.00
9	Gypsum powder	Bags	3	35,000.00	105,000.00
10	Gypsum Belt/Scarting	pc	38	5,500.00	209,000.00
11	Plywood	pc	3	23,000.00	69,000.00

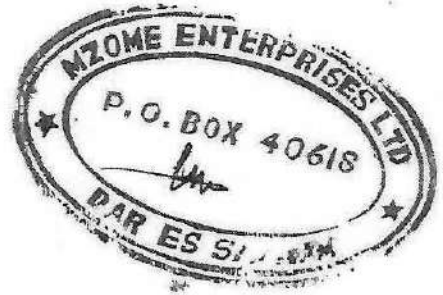
12	Nails for brandering	box	8	12,000.00	96,000.00
13	Gypsum Board Screws	pckt	2	7,000.00	14,000.00
14	Ceiling Board man Power including Removal exisiting ones and installation of the new ones	item	1	790,000.00	790,000.00
<b>C Painting works</b>					
15	Scrubbing off existing paint, skimming and Painting icludues walls.	sqm	167	39,500.00	6,596,500.00
16	skimming and Painting icludues ceiling Board.	sqm	79	31,500.00	2,488,500.00
<b>D Floor Tiles works</b>					
17	Ceramic Tiles with dimention of 45x45cm to cover floor area (color to be decided on site)	sqm	31.5	90,500.00	2,850,750.00
<b>E Sound proof works</b>					
18	Wall sound proof to absorb sound noise	sqm	39	50,890.00	1,984,710.00
<b>F Air Conditioner works</b>					
	<u>Supply, install, test and commission the A/C units Manufactured by LG.</u>				



19	Single split air conditioners system (Indoor & Outdoor units) in-wall mounted type indoor unit of capacity 24,000 Btu/hr completed with condensate pump and wireless controllers, AVS and including refrigerant piping, condensate drainage system, wiring and power connection from DP switches to the AC outdoor units	pc	1	2,900,000.00	2,900,000.00
<b>G Electrical works</b>					
20	Twin switch socket installaton with complet wiring system all cables must pass through conduit pipe and concealed in walls	pc	5	15,000.00	75,000.00
21	LED -Lamp installation with complete wiring system all cables must pass through conduit pipe and concealed in walls	pc	10	30,000.00	300,000.00
22	Heavy Duty Double pole switch installaton with complete wiring system all cables must pass through conduit pipe and concealed in walls	pc	3	45,000.00	135,000.00
<b>H Windows works</b>					
					-
					-

*(Handwritten signature)*

23	Supply and Installation of Grill window with dimension of 110x93cm	item	1	350,000.00	350,000.00	
24	Supply and Installation of wooden windwos door with dimension of 110x43cm	item	1	190,000.00	190,000.00	
I	<u>Mobilization and transportation of Materials</u>	item	1	200,000.00	200,000.00	
	<b>SUB TOTAL</b>				21,102,460.00	
	VAT 18%			0.18	3,798,442.80	
	<b>TOTAL</b>				24,900,902.80	



*Don*

# TANePS

Tanzania National e-Procurement System

10:22:05 EAT

My role for this tender is: TC

## Bid Evaluation Page

### Supplier Organisations:

MZOME ENTERPRISES LIMITED

### Tender Receipt ID:

000354359

### Financial

#### Conversion Rate

No Further Discount Rate (%)

#### Criteria

Supplier (TZS)

R

PO/ES(TZS)

AF

Submitted Currency

± Form of Tender

24,900,902.80

23,533,463.39 J



± BILL OF QUANTITIES

1.00

0.00 J



### Total Financial Prices

	VAT (TZS)	TAX (TZS)	Supplier Value (TZS)	Corrected Price (TZS)
Overall	0.00	0.00	24,900,903.80	23,533,463.39
Overall with VAT and TAX	0.00	0.00	24,900,903.80	23,533,463.39

Pass |  Not Pass |  Attention Flag

**ANY OTHER DOCUMENT FORMING PART OF THE  
CONTRACT**

*[Handwritten signature]*

**STANDARD POWER OF ATTORNEY**  
**TO ALL IT MAY CONCERN**

THAT BY THIS POWER OF ATTORNEY given on the 07<sup>th</sup> day of December ,2021 WE the undersigned **MZOME ENTERPRISES LIMITED** of P.O. BOX 40618, DAR ES SALAAM by virtue of authority conferred to us by the Board Resolution No MZ/2021/2022/12 of 07<sup>th</sup> day of December ,2021, do hereby ordain nominate and appoint **YAHAYA RAMADHANI** of P.O. BOX 40618, 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. **PA/019/2021-22/HQ/NC/45**

that is to say;

To act for the company and do any other thing or things incidental for Quotation No: **PA-010/2021-22/W/33** For **PROPOSED REHABILITATION OF THE TELEMEDICINE ROOM FOR THE IMF PROJECT** 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 **MZOME ENTERPRISES LIMITED** and delivered in the presence of us this 07<sup>th</sup> day of December ,2021

*IN WITNESS* whereof we have signed this deed on this this 07<sup>th</sup> day of December ,2021 at DAR ES SALAAM for and on behalf of **MZOME ENTERPRISES LIMITED**

**SEALED** and **DELIVERED** by the  
Common Seal of .....  
**MZOME ENTERPRISES LIMITED**  
Identify to me by .....  
This this 07<sup>th</sup> day of December ,2021

}

  
.....  
**DONOR**

**BEFORE ME**


**A. A. M. TEEMBA**  
ADVOCATE, NOTARY PUBLIC & I  
COMMISSIONER FOR OATHS  
.....  
**COMMISSIONER FOR OATH**



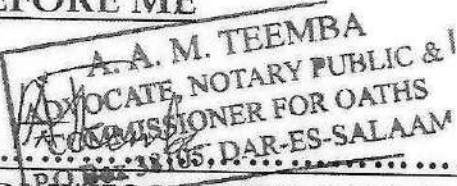
**ACKNOWLEDGEMENT**

I YAHAYA RAMADHANI doth hereby acknowledge and accept to be Attorney of the said MZOME ENTERPRISES 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  
YAHAYA RAMADHANI  
Identified to me  
by .....  
The latter known to me personally  
This 07<sup>th</sup> day of December ,2021

  
.....  
DONEE

**BEFORE ME**

  
A. A. M. TEEMBA  
ADVOCATE, NOTARY PUBLIC &  
COMMISSIONER FOR OATHS  
P.O. BOX 40618, DAR-ES-SALAAM  
.....  
COMMISSIONER FOR OATH





Address: P.O. Box 40616, DAR ES SALAAM

### Tender Securing Declaration

Date: 07<sup>th</sup> day of December 2021  
Quotation No: PA-010/2021-22/W/33  
Alternative No.: *NILL*

To: Executive Director,  
Ocean Road Cancer Institute  
Lithuli road/Samora Avenue,  
P o.Box 3592  
Dar es salaam

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.

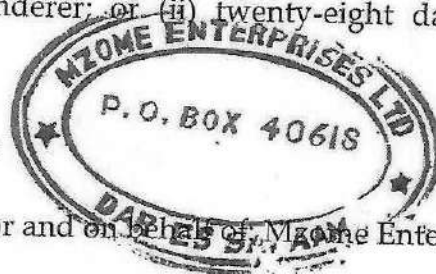
We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Signed: .....*lv*.....

In the capacity of Managing Director

Name: Yahaya Ramadhani

Duly authorized to sign the tender for and on behalf of Mzome Enterprises Limited



*lv*

Dated on 07<sup>th</sup> day of December 2021  
Corporate Seal (where appropriate)

*John*



**SECTION IX: INTEGRITY**

*[Handwritten signature]*

**UNDERTAKING BY SERVICE PROVIDER ON ANTI - BRIBERY POLICY /  
CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

This company **MZOME ENTERPRISES LIMITED** 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 Conduct and Compliance Program are attached.

Yahaya Ramadhani  
(Name of the Authorized Person)

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



\_\_\_\_\_  
Company stamp/seal

