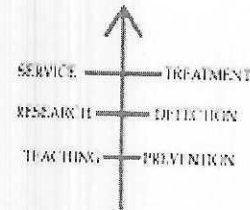


ORCI

OCEAN ROAD
CANCER
INSTITUTE

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



CONTRACTUAL AGREEMENT

Contract No. PA-010/2021-22/G/35

Between

OCEAN ROAD CANCER INSTITUTE, TANZANIA

And

FABSTECH LIMITED, TANZANIA

For

SUPPLY OF OFFICE EQUIPMENT FOR TELEMEDICINE

Executive Director,
Ocean Road Cancer Institute
Barack Obama road/Lithuli road,
P o.Box 3592
Dar es salaam, Tanzania

DECEMBER 2021

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made this FRIDAY 24 day of December 2021.

BETWEEN

OCEAN ROAD CANCER INSTITUTE (hereinafter called "the Client") of the one part

AND

FABSTECH LIMITED, PO BOX 110311, Plot No.186 Block C Mikocheni B, HSE#8 Coca Cola Road (hereinafter called "the Supplier") of the other part:

WHEREAS the Client invited quotations for supply of, *viz.*, **SUPPLY OF OFFICE EQUIPMENT FOR TELEMEDICINE** and has accepted a quotation by the Supplier for the supply in the sum of **Tanzania shillings One Hundred Sixty Two Million Six hundred Thirty Eight Thousand Eight Hundred only, Tshs. 162,638,800/=** for both **LOT 1 & LOT 2** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSE TH 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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, *viz.* :-
 - i) This Form of Contract Agreement;
 - ii) Letter of Acceptance;
 - iii) Quotation Submission Form;
 - iv) Special Conditions of Contract;
 - v) General Conditions of Contract;
 - vi) Technical Specifications
 - vii) Statement of Requirements and Schedule of Prices;
 - viii) Any other document forming part of the contract (GPSA contract 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 Client to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Client to execute and complete the Deliver in conformity, in all respects, with the provisions of the Contract.

The Client hereby covenants to pay the Supplier in consideration of the execution and completion of the Services, the sum of Tanzania shillings **One Hundred Sixty Two Million Six hundred Thirty Eight Thousand Eight Hundred only, Tshs. 162,638,800/=** for both LOT 1 & LOT hereinafter referred to as the "Contract Price", 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.

SIGNED FOR AND ON BEHALF OF THE CLIENT:


In the presence of

 Signature		 Signature
(Name) <u>DR JULIUS MWASEUSE</u>		(Name) <u>ELIPENDO KODZINA</u>
(Occupation) <u>EXECUTIVE DIRECTOR</u>		(Occupation) <u>HEAD OF LEGAL SERVICES</u>

ON BEHALF OF THE SUPPLIER:

In the presence of

<u>FABSTECH</u> Signature Signature
(Name) <u>ERICK FABIAN</u>	(Name) <u>HATID MANDALI</u>
(Occupation) <u>DIRECTOR</u>	(Occupation) <u>MEDICAL DOCTOR</u>
(Address) <u>P.O. BOX 34345 DAR ES SALAAM</u>	(Address) <u>P.O. BOX 6612 DDT</u>



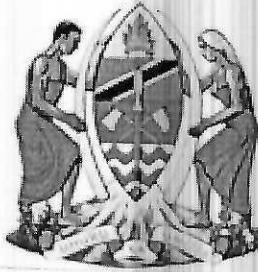
THE UNITED REPUBLIC OF TANZANIA

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 08/12/2021

In reply please quote

PA-010/2021-22/G/35

Name of awarded PE

OCEAN ROAD CANCER INSTITUTE

RE: Supply of office equipment (Telemedicine network equipments) SUB: NOTIFICATION OF CONTRACT AWARD

1. Reference is being made to the bid documents submitted by 25/11/2021 , for the above captioned matter.

3. Kindly be informed that the Ocean Road Cancer Institute Tender Board during its ordinary Meeting held on 01/12/2021 , approved award of the contract for Supply of office equipment (Telemedicine network equipments) VAT inclusive. As follows:

Name of Supplier	Awarded Lots	Awarded Price	Comment
FABSTECH LIMITED	SUPPLY AND INSTALLATION OF LAN AND RADIOLOGY DIAGNOSTIC WORKSTATIONS,SUPPLY	TZS 46598200.33,88452800	TOTAL CONTRACT PRICE TBR NEGOTIATION TSHS 162,638,800

A handwritten signature in black ink, consisting of several loops and a long tail.

Name of Supplier	Awarded Lots	Awarded Price	Comment
	OF ICT AND TELECONFERENCING EQUIPMENTS FOR TELEMEDICINE SERVICES		

EXECUTIVE DIRECTOR

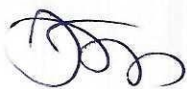


LOT 1
SUPPLY OF ICT & TELECONFERENCING EQUIPMENTS FOR
TELEMEDICINE SERVICES

S/n	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs) $[(6+7) \times 5]$
1	SOPHOS XGS 2100 with Standard 3year Lisenche	Each	1	22,033,898	3,966,102	26,000,000
2	Switch (Cisco Catalyst 9200 Layer2)	Each	1	4,838,000	870,840	5,708,840
3	UPS 10kva	Each	1	13,530,000	2,435,400	15,965,400
4	APC Smart UPS 750va	Each	4	901,992	162,358	4,257,400
5	Server	Each	1	24,026,000	4,324,680	28,350,680
6	Desktop	Each	1	4,030,000	725,400	4,755,400
7	Data Cabinet	Each	1	2,378,000	428,040	2,806,040
8	Camera, Mic, Speaker (All in One)	Each	1	5,329,661	959,339	6,289,000
9	IPBX	Each	1	5,508,814	991,586	6,500,400
10	IP Phone	each	1	1,394,000	250,920	1,644,920
11	Smart TV 65"	Each	1	5,494,000	988,920	6,482,920
	TOTAL					108,761,000

LOT 2
SUPPLY & INSTALLATION OF LAN AND RADIOLOGY
DIAGNOSTIC WORKSTATIONS

S/n	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs) <small>[(6+7)x5]</small>
1	Radiology WorkStation	Each	2	9,980,000	1,796,400	23,552,800
2	Patch panel	Each	1	350,000	63,000	413,000
3	Panel Brush	Each	1	300,000	54,000	354,000
4	LAN installation, equipment setup, testing and commissioning	Each	1	25,049,153	4,508,847	29,558,000
	TOTAL					53,877,800



Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the GCC for LPO. 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	The Purchaser is: Ocean Road Cancer Institute
2.	1.1	The Supplier is: FABSTECH LIMITED, PO BOX 110311, Plot No.186 Block C Mikocheni B, HSE#8 Coca Cola Road
3.	1.1	The Project is: SUPPLY OF ICT & TELECONFERENCING EQUIPMENTS FOR TELEMEDICINE SERVICES
Performance Security (GCC 6)		
4.	6.1	The amount of performance security, as a percentage of the Contract Price, shall be: Ten (10) percent of the Contract Price
5.	6.4	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 14.1.
Packing (GCC 8)		
6.	8.2	The Goods shall be packed properly in accordance with standard packing specified by the PE in the Technical Specification.
Delivery and Documents (GCC 9)		
7.	9.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p>



		<ul style="list-style-type: none"> (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. <p>The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p><i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i></p>
8.	9.1	<p>For Goods from within the United Republic of Tanzania:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:</p> <ul style="list-style-type: none"> (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

		<p>report; and</p> <p>(v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</p> <p><i>[Other similar documents should be listed]</i></p>
	Insurance (GCC 10)	
9.	10.1	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 12)	
10.	12.1	<p>Incidental services to be provided are:</p> <p><i>[Selected services covered under GCC 13 and/or other should be specified with the desired features. The price quoted in the tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i></p>
	Warranty (GCC 14)	
11.	14.1	<p>The warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p>or</p> <p>(b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.</p>

12.	14.6	The period for correction of defects in the warranty period is: 2 YEAR
Payment (GCC 15)		
13.	15.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p>(i) Advance Payment: 50 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank Guarantee or insurance bond for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the PE.</p> <p>(ii) On Shipment: 45 percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 9.</p> <p>(iii) On Acceptance: 5 percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the PE.</p> <p>Payment of local currency portion shall be made in <i>:[insert the currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
<p>Payment for Goods and Services supplied from within the United Republic of Tanzania:</p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) Advance Payment: 50 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank Guarantee or insurance bond for the equivalent amount and in the form provided in the</p>		

		<p>Tendering Documents or another form acceptable to the PE.</p> <p>(ii) On Delivery: 45 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 9.</p> <p>(iii) On Acceptance: The remaining 5 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.</p>
14.	15.3	Rate to be used for paying the Supplier's interest on the late payment made by PE shall be [insert rate].-N/A
Prices (GCC 16)		
15.	16.1	Prices shall be Fixed Price
Spare Parts (GCC 17)		
16.	17.1	<p>Additional spare parts requirements are:</p> <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit for goods from abroad.</p>
Liquidated Damages (GCC 22)		
17.	22.1	<p>Applicable rate: 0.1</p> <p>Maximum deduction: is equal to the performance security.</p> <p><i>Note: 0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee;</i></p>
Procedure for Dispute Resolution (GCC 27)		
18.	27.1	Appointing Authority for the Adjudicator shall be Tanzania Institute Arbitration
19.	27.2	<p>Arbitration institution shall be TANZANIA INSTITUTE OF ARBITRATION</p> <p>Place for carrying out Arbitration TANZANIA INSTITUTE OF</p>

		ARBITRATION
		Governing Language (GCC 29)
20.	29.1	The Governing Language shall be: English
		Applicable Law (GCC 30)
21.	30.1	The Applicable Law shall be: Laws of Tanzania.
		Notices (GCC 31)
22.	31.1	<p>i) PE's address for notice purposes: --through ONLINE- TANePS (Tanzanian National e-Procurement System)</p> <p>Executive Director, Ocean Road Cancer Institute, Junction of Luthuli/Samora avenue/barrack obama roads, P.O. Box 3592, Dar es Salaam, Tanzania. Tel. +255 22 2127597; Fax 255-22-2118704; Email: info@orci.or.tz</p> <p>ii) Supplier's address for notice purposes: FABSTECH LIMITED, PO BOX 110311, Plot No.186 Block C Mikocheni B, HSE#8 Coca Cola Road</p>



GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDER

1.0 Definitions

1.1 "The Contract" means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.

"The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

"The Goods" means raw materials, products, equipment and other physical objects of every kind and description.

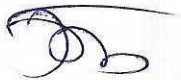
"The Purchaser" means the Government Entity purchasing the Goods, as named in the Contract.

"The Supplier" means company, corporation, organization, partnership or individual person supplying goods or services, hiring equipment or providing transport services and who is, according to the contract, a potential party or the party to procurement contract with the procuring entity.

2.0 Eligibility

2.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

2.2 All Goods, Works and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.



- 2.3 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Works or Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.4 The origin of Goods is distinct from the nationality of the Supplier.

3.0 Standards

- 3.1 The Goods supplied under the Contract shall conform to all standards and requirements mentioned in the technical specifications, plans, drawings, terms of reference or other documentation forming part of the Contract.

4.0 Use of Contract Documents and Information

- 4.1 The Supplier shall not, without the Purchaser'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 Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in GCC Clause 4.1, except for purposes of performing the Contract.
- 4.3 All documents enumerated in GCC Clause 4.1, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract, if so required by the Purchaser.

5.0 Patent Rights

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods, output of the services,

performance of the works, or any part thereof in the United Republic of Tanzania.

6.0 Performance Security

- 6.1 If a Performance Security is specified in the invitation for quotations, within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Purchaser the performance security in the amount specified in the invitation for quotations.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The performance security shall be denominated in Tanzania and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the format provided in the invitation for quotations or another form acceptable to the Purchaser; or
 - (b) a cashier's or certified check.
- 6.4 The performance security will be discharged by the Purchaser 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.

7.0 Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication of the identity of any representatives retained for these purposes.
- 7.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser shall reject the Goods and the Supplier

shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment other performance in the United Republic of Tanzania.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.0 Packing

8.1 The Supplier shall provide such packing of Goods as is required to prevent 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 final destination and the absence of heavy handling facilities at all points in transit.

8.2 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 specified in the Local Purchase Order and through any subsequent instructions issued by the Purchaser.

9.0 Delivery and Documents

9.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Local Purchase Order.

9.2 For purposes of the Contract, "EXW," "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.

9.3 Documents to be submitted by the Supplier are specified in the Local Purchase Order and shall include certificates issued by the

Purchaser confirming acceptance of the Goods supplied by the Supplier.

10.0 Insurance

- 10.1 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 Local Purchase Order.
- 10.2 Where delivery of Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. The insurance shall be for 110 percent of the CIF or CIP value on a "warehouse to warehouse". All risks basis including War Risks and Strikes.

11.0 Transportation

- 11.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC Clause 9.2. No restriction shall be placed on the choice of carrier.
- 11.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.0 Incidental Services

- 12.1 A Supplier may be required to provide any additional services as specified within the Local Purchase Order.

15.0 Payment

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Local Purchase Order.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice

describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case number of days specified in the Local Purchase Order after submission of an invoice or claim by the Supplier.

15.4 Payments shall be made Tanzania Shillings unless otherwise stated in the Local Purchase Order.

16.0 Prices

16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its tender except for any price adjustments authorized in the Contract.

17.0 Change Orders

17.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) methods of shipment, packing, construction or performance;
- (c) the place of delivery; and/or
- (d) incidental services to be provided by the Supplier.

17.2 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 Purchaser's change order.

18.0 Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19.0 Assignment

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

20.0 Sub-contracts

20.1 The Supplier shall notify the Purchaser in writing or in electronic forms that provide record of the content of communication of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Subcontracts must comply with the provisions of GCC Clause 2.

21.0 Delays in the Supplier's Performance

21.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Local Purchase Order.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser 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 Purchaser 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.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon

pursuant to GCC Clause 21.2 without the application of liquidated damages.

22.0 Liquidated Damages

22.1 Subject to GCC Clause 24 and if stated in the Local Purchase Order if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser shall, without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Local Purchase Order of the performance, up to a maximum deduction of the percentage specified in the Local Purchase Order. Once the maximum is reached the Purchaser may terminate the contract pursuant to GCC Clause 23.

23.0 Termination for Default

23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, shall terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

“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 Purchaser, and includes collusive practice among Tenderers (prior to or after tender

submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- 23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24.0 Force Majeure

- 24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser 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 Purchaser 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.

25.0 Termination for Insolvency

- 25.1 The Purchaser shall 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 Purchaser.

26.0 Termination for Convenience

- 26.1 The Purchaser, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 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 Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser 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, works and services and for materials and parts previously procured by the Supplier.
- 26.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.
- 26.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

27.0 Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the

Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.
- 27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.
- 27.5 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

28.0 Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 5,
- (a) the Supplier shall not be liable to the Purchaser, 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 Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser, 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.

29.0 Governing Language

- 29.1 The Governing Language shall be English.

30.0 Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania.

31.0 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.

32.0 Taxes and Duties

32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the United Republic of Tanzania.

32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser or performance of the works or services.

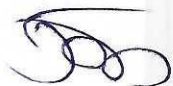
33.0 Change of Laws and Regulations

33.1 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 delivery date and/or the contract price, then such delivery date and/or contract price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the contract.



LOT 1
SUPPLY OF ICT & TELECONFERENCING EQUIPMENTS FOR
TELEMEDICINE SERVICES

S/n	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs) [(6+7)x5]
1	SOPHOS XGS 2100 with Standard 3year Lisence	Each	1	22,033,898	3,966,102	26,000,000
2	Switch (Cisco Catalyst 9200 Layer2)	Each	1	4,838,000	870,840	5,708,840
3	UPS 10kva	Each	1	13,530,000	2,435,400	15,965,400
4	APC Smart UPS 750va	Each	4	901,992	162,358	4,257,400
5	Server	Each	1	24,026,000	4,324,680	28,350,680
6	Desktop	Each	1	4,030,000	725,400	4,755,400
7	Data Cabinet	Each	1	2,378,000	428,040	2,806,040
8	Camera, Mic, Speaker (All in One)	Each	1	5,329,661	959,339	6,289,000
9	IPBX	Each	1	5,508,814	991,586	6,500,400
10	IP Phone	each	1	1,394,000	250,920	1,644,920
11	Smart TV 65"	Each	1	5,494,000	988,920	6,482,920
	TOTAL					108,761,000



LOT 2
**SUPPLY & INSTALLATION OF LAN AND RADIOLOGY
 DIAGNOSTIC WORKSTATIONS**

S/n	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs) [(6+7)x5]
1	Radiology WorkStation	Each	2	9,980,000	1,796,400	23,552,800
2	Patch panel	Each	1	350,000	63,000	413,000
3	Panel Brush	Each	1	300,000	54,000	354,000
4	LAN installation, equipment setup, testing and commissioning	Each	1	25,049,153	4,508,847	29,558,000
TOTAL						53,877,800



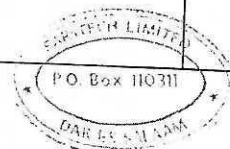
LOT 1
TECHNICAL REQUIREMENTS AND SPECIFICATIONS
FOR
SUPPLY OF ICT & TELECONFERENCING EQUIPMENTS FOR TELEMEDICINE
SERVICES

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
	(a)	(b)		(d)
1		Router/Firewall: (Preferred CISCO ISR-Sec K9 Router)	<p>Physical interfaces: Ethernet ports - at least two (2) 1Ge ports of RJ 45 I/O Ports - 2 x USB 2.0, 1x Micro-USB, 1x COM (RJ 45), 1 HDMI Connectivity modules (optional) – SFP</p> <p>Management interfaces: 1 x RJ45 MGMT, 1 x COM RJ45, 1 x COM Micro-USB</p> <p>Layer 2 features: Supports for VLAN configurations, Zone segmentation</p> <p>Layer 3 features: Static Routing and Dynamic Routing (OSPF, BGP, RIP), Network Address translation (NAT), DHCP, IP Address and Gateways configurations. Traffic Load balancing. Security: Access Rules and NAT rules, Threat protection capability IPS capability (Optional)</p> <p>Performance: Firewall throughput 29,000 Mbps, Concurrent Connections - At least 8,200,000, New Connections Per second - At least 88,900, IPsec VPN throughput - At least 1,920 Mbps, SSL Concurrent Connections - At least 18,400, IPS throughput 4,200 Mbps Warrant and Support: 1 years warrant and support for hardware and supporting license software</p>	COMPLY
2		Switch: (Cisco	<p>Image: Advanced K9</p> <p>Preferred: Cisco Catalyst 9200 Layer 2</p>	COMPLY

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
	(a)	(b)		(d)
		Catalyst 9200 Layer 2)	<p>Ports: At least 24 Gigabit Ethernet PoE+ Ports , 2 Combo GE/SFP uplinks</p> <p>Features: VLANs, Syslog, IPv6, Access Control List (ACL) support, RADIUS.</p> <p>Network / Transport Protocol: DHCP, Layer 2 capabilities, Include Console Cable</p>	
3		UPS (Preferred APC)	<p>Power and Form Factor: 10KVA/9KW Online Tower UPS</p> <p>N+X parallel redundancy</p> <p>Online double conversion with DSP control</p> <p>Input current harmonic: <3%</p> <p>High output power factor: 0.9 PF</p> <p>Wide input voltage range: 120 ~ 276 Vac</p> <p>Wide input frequency range (50 Hz: 45 ~ 55 Hz / 60 Hz: 54 ~ 66 Hz)</p> <p>Supports generator input</p> <p>Eco mode</p> <p>Self-testing at startup of UPS</p> <p>SNMP card / relay card / parallel card</p> <p>Supporting cold start</p>	COMPLY
4		Smart UPS (Preferred APC)	<p>Max Configurable Power (Watts) 500 Watts / 750VA.</p> <p>Output Voltage Distortion. Less than 5 % at full load.</p> <p>Output Frequency (sync to mains) 47 - 53 Hz For 50 Hz nominal Sync to mains, 57 - 63 Hz For 60 Hz nominal Sync to mains.</p> <p>Other Output Voltages. 220 V, 240 V.</p> <p>Topology.</p> <p>Waveform type.</p> <p>Transfer Time.</p>	COMPLY
5		Server	<p>Chassis: 2U Rack Mountable</p> <p>Processor: Latest generation 8-cores</p>	COMPLY

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

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
	(a)	(b)		(d)
6		Desktop Computers	<p>Processor: Intel Core i5 Processor, Base Frequency at least 2.0 GHz, 8M Cache Operating system:</p> <p>RAM Memory Total: 8 GB upgradable to 16GB</p> <p>Intel Hard drive: 500GB, 7200RPM</p> <p>Operating System: Windows 10 Professional 64 - English, with latest service pack System Recovery</p> <p>DVD</p> <p>Office Application: Microsoft Office 2016</p> <p>Antivirus: Include antivirus software</p> <p>I/O ports: Front-side Mic/Headset ports,</p> <p>USB Ports: Two Front-side and Two Back-, Left-, or Right-side USB Ports Memory speed:</p> <p>Video adapter: Integrated Video</p> <p>Intel Audio adapter: Integrated Audio</p> <p>DVD: DVD Recordable (with DVD Playback & Burner Software) for Win</p> <p>Networking: Integrated Gigabit Ethernet</p> <p>Intel Keyboard: Full Size - US English Pointing device:</p> <p>Optical Mouse with Scroll Button</p> <p>Speakers: Internal speaker</p> <p>Power cord: Line Cord – US</p> <p>Monitor: 22 inches wide LED monitor</p>	COMPLY
7		Data Cabinet	<p>Rack mountable kit</p> <p>42U Data Cabinet</p> <p>3x 6 Way PDU (PDU 6 UK sockets, UK plug),</p> <p>4 Shelves & 4 Fans Included.</p> <p>Single Mesh Front Door with Handle Lock, double mesh back door with lock, front door 1 & rear door 2, 2 side panels, 2 frames,</p>	COMPLY

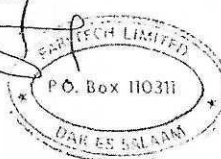


S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
	(a)	(b)		(d)
			1 top cover with fans, 1 bottom with 4 castor, 4 leveling feet, 4 vertical rails, 6 horizontal rails, 2 vertical cable managers, 12 cubes, 1 bag of screws, 2 set locks and keys,	
8		Camera, Mic, Speaker (All in One)	4K Ultra HD video calling (up to 3840 x 2160 pixels @ 30 fps with customer-supplied USB 3.0 cable) 1080p Full HD video calling (up to 1920 x 1080 pixels @ 30 fps) 720p HD video calling (up to 1280 x 720 pixels @ 30 fps) Plug and Play USB Connectivity Integrated microphone with 3 beamforming elements Pickup Range: Meetup: 4 meters, Expansion Mic: 5 meters Sensitivity:-27dB Microphone frequency response: 90Hz - 16kHz for full voice reproduction and high intelligibility without noise Beamforming performance: Factory-paired, very low distortion broadside beamforming algorithm steers the microphones directly at the talker for the best voice pickup and noise reduction AEC (Acoustic echo cancellation) VAD (Voice activity detector) Microphone background noise suppression Microphone data rate: 32 kHz sampling rate	COMPLY



S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
	(a)	(b)		(d)
			Recommended # of participants: 6	
9		IP PBX	Recommended # of participants with expansion mic: 100 Users, 50 Concurrent Calls, Up to 1 GSM/4 FXO Ports, 1 x Giga LAN, 1 X Giga Wan, Call recording included, rack mountable, SIP Trunks, 2 x Onboard module slots.	COMPLY
10		IP Phone	HD IP Phone with Optima HD Voice, 3.66" 240x120 pixel graphical LCD with Backlight, Colored screen, Touchscreen Dual-port Gigabit Ethernet, PoE Support, 6 SIP accounts, IP Phone Port PoE Injector adapter, Wall Mountable	COMPLY
11		Smart TV	65" UHD Screen Smart TV Ethernet and Wireless Communication Bluetooth Brackets for wall mounting	COMPLY

M. Fabian



 S&P TECH LIMITED
 P.O. Box 110311
 DAK ES SULAAM




LOT 2

TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR SUPPLY AND
INSTALLATION OF LAN AND RADIOLOGY DIAGNOSTIC WORKSTATIONS

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
	(a)	(b)		(d)
1		Radiology Workstation and Monitor	<p>Processor / Chipset CPU: Intel Xeon E5-1650V2 / 3.5 GHz, Max Turbo Speed. 3.9 GHz, Number of Cores. 6-core, Chipset Type. Intel C602, Processor Main Features. Hyper-Threading Technology, Intel Turbo Boost Technology 2, Processor Socket. LGA2011 Socket, Operating System: Licensed Windows 10 Professional</p> <p>Microsoft Office: Microsoft Office 2019 Professional</p> <p>Antivirus: Include antivirus software</p> <p>Radiology Monitor</p> <p>Size: 24 inch</p> <p>Backlight: LED</p> <p>Native Resolution: 1536 x 2048 (3:4 aspect ratio)</p> <p>Display Colors: 10-bit (DisplayPort): 1.07 billion from a palette of 543 billion (13-bit) colors</p> <p>8-bit: 16.77 million from a palette of 543 billion (13-bit) colors</p> <p>Video Signals: DisplayPort x 3, HDMI, DVI-D (dual link)</p> <p>USB: 3 Ports of USB 3.0</p> <p>Certifications & Standards: CE (Medical Device), EN60601-1, ANSI/AAMI ES60601-1, CSA C22.2 No. 601-1, IEC60601-1, VCCI-B,</p>	COMPLY

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
	(a)	(b)		(d)
			FCC-B, CAN ICES-3 (B), RCM, RoHS, China RoHS, WEEE, CCC, EAC	
2		Patch Panel	24 pcs / Cat 6 / UTP Rack mountable Screws and nuts included	COMPLY
3		Brush Panel		COMPLY
4		LAN Accessories and Installation	LAN Scope and sc <ul style="list-style-type: none"> - 3 Rooms wit a total of 62.78 - Cable trunking using Cat 6 cables - 10 data points - 2 voice points - Termination and Labelling 	COMPLY

M. Fabian




POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on 20th November, 2021,
WE the undersigned *Fabstech limited* of *P.O. Box 110311 Dar es Salaam, Tanzania*, by virtue of authority conferred to us by the Board Resolution No 12 of day of 23th day of May, 2021, do hereby ordain nominate and appoint **Mwombeki Fabian**, of **P. O. Box 110311, 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-010/2021-22/G/35 that is to say;

To act for the company and do any other thing or things incidental for PA-010/2021-22/G/35 of for the **“SUPPLY OF OFFICE EQUIPMENT FOR TELEMEDICINE (ICT & TELECONFERENCING EQUIPMENTS AND SUPPLY & INSTALLATION OF LAN AND RADIOLOGY DIAGNOSTIC WORKSTATIONS)”** for the **OCEAN ROAD CANCER INSTITUTE**

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

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

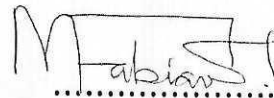
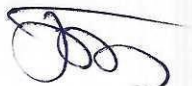
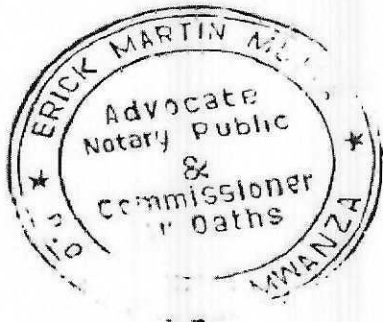
SEALED with the common seal of the said **FABSTECH LIMITED** and delivered in the presence of us this 20th day of *November, 2021*

IN WITNESS whereof we have signed this deed on this 20th November, 2021 at *Dar es Salaam* for and on behalf of *Fabstech Limited*

BEFORE ME:



.....
COMMISSIONER FOR OATHS



.....
DONOR

1. Tender Securing Declaration

Date: *November 20, 2021*
Tender No.: *PA-010/2021-22/G/35*
Alternative No.:

To: *Executive Director,*
Ocean Road Cancer Institute
Lithuli road/Samora Avenue,
P o.Box 3592 Dar es salaam
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 PE 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 PE during the period of tender validity, (i) failure to sign the contract if required by PE 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:.....*M Fabian*.....]

In the capacity of ; MANAGING DIRECTOR

Name: MWOMBEKI FABIAN



Duly authorized to sign the tender for and on behalf of: FABSTECH LIMITED

Dated on 20th day of November 2021]

Corporate Seal (where appropriate)

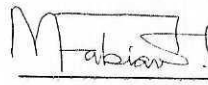
GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

MEMORANDUM FOR ANTI-BRIBERY POLICY

This company FABSTECH 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.

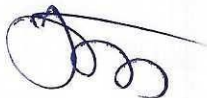
This company has an Anti-Bribery Policy/ Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees as well as by all third parties working with this company 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.

MWOMBEKI FABIAN
(Name of the Authorized Person)


Signature



20th November, 2021



TANZANIA



Certificate of Incorporation

Section 15

No 104425

I HEREBY CERTIFY THAT

FABSTECH HEALTHCARE LIMITED

is this day incorporated under the Companies Act, 2002 and that the Company is Limited.

Given under my hand at Dar es salaam

this 6TH day of DECEMBER

TWO THOUSAND AND THIRTEEN

Asst. Registrar of Companies

UNITED REPUBLIC OF TANZANIA**Certificate of Change of Name**No 104425**I HEREBY CERTIFY THAT****FABSTECH HEALTHCARE LIMITED**

having, with sanction of a special Resolution of the said company, and with the approval of the Registrar signified in writing Changed its name, is now called

FABSTECH LIMITED

and I have entered such new name on the Register accordingly.

this **3RD** day of **JANUARY****TWO THOUSAND AND FOURTEEN.**

A handwritten signature in black ink, appearing to be 'D. K. M.' or similar, written over a horizontal line.

Asst. Registrar of Companies

A large, stylized handwritten signature in black ink, located at the bottom left of the page.

NEGOTIATION MEETING

Venue: ORCI Beach View Lounge

Date: 03/12/2021

Quotation no: **PA-010/2021-22/G/35** for Supply of Supply of Office Equipment for Telemedicine

- LOT 1 - ICT & Teleconferencing Equipment
- LOT 2 - SUPPLY & Installation of LAN and Radiology Diagnostic Workstations

Attendance:

1. Joshua Mmari	Chairman	ORCI
1. Revelian Iramu	Member	ORCI
2. Reginald Matola	Member	ORCI
3. Asafu Munema	Member	ORCI
4. Rashid Mruma	Member	ORCI
5. Mwombeki Fabian	Member	FABSTECH LIMITED
6. Hamis Malima	Member	ORCI
7. Mohamed Mbwana	Member	ORCI

Agenda:

1. Opening of the meeting
2. Adoption of the Agenda
3. Discussion on areas for technical and financial negotiation
4. AOB
5. Closing of the meeting

1. Opening of the meeting:

The meeting was opened by the chairman of negotiation team at 15:00 PM, the chairman welcomed all members including the representative from Fabstech



Limited, Mr. Mwombeki Fabian to introduce and familiarize himself with one another, which they all complied. The chairman went on to explain the purpose of the meeting and proceeded to Agenda number 2.

2. Adoption of the Agenda

All agenda were read out and confirmed

3. Discussion on areas for technical and financial negotiation

The quoted price for the supply of ICT & Teleconferencing Equipment, Diagnostic Workstations and Installation of LAN were read out at the meeting to be **tsh. 91,112,840** for LOT 1 and **tsh. 46,598,200** for LOT 2 which was updated to **tsh. 88,452,800** for LOT 1 and **tsh. 34,821,800** for LOT 2 during evaluation time due to some calculation errors which was made by the bidder on VAT calculation. Despite the quote being within budget, there was some changes on the specification and quantity, but also some items were observed to have very high price compared to the actual market price. This necessitated to have the negotiation between ORCI and FABSTECH LTD on price reduction to some items and clarification on the quantity and specification change.

The chairman explained on the minor changes that was to be done on the specification description and the quantity for some of the items before price negotiation. The changes that were made was as follows:-

- i. The quantity for item "**Radiology Workstation and Diagnostic Monitor**" were changed from 3 to 2
- ii. The specs description for item "**Router/Firewall: (Preferred CISCO ISR-Sec K9 Router)**" were changed to "**SOPHOS 2100 with standard security and 3yrs license**"



- iii. The specs description for item "**LAN Accessories and Installation**" were changed to "**LAN Accessories and Installation, equipment setup, testing and commissioning**"

After the discussion and agreement on the minor changes that was done on the specification description and the quantity for some of the items, the meeting proceeded with the price negotiation. The chairman identified two items that were quoted with very high price compared to market price. The items were "Patch Panel" and "Panel Brush". Mr Mwombeki agreed to give more than 100% discount from **tsh. 885,000** and **tsh. 826,000** to **tsh 413,000** and **tsh. 354,000** respectively.

Furthermore, the change in specification description for the item "**LAN Accessories and Installation**" to "**LAN Accessories and Installation, equipment setup, testing and commissioning**" affected the price from **tsh. 9,558,000** to **tsh 31,558,000**. After a deep discussion of the the nature of the work, Mr. Mwombeki agreed to reduce the price to **tsh. 29,558,000**

But also due to change in specification for the item "**Router/Firewall: (Preferred CISCO ISR-Sec K9 Router)**" to "**SOPHOS 2100 with standard security and 3yrs license**" there was I big change in price for the item from **tsh. 6,500,000** to **tsh. 30,000,000**. The ORCI member requested for a discount and Mr. Mwombeki agreed to reduce the price to **tsh. 26,000,000**.

General agreement reached, with the Budget of TZS **162,638,800** the total costs for both LOT 1 & @ for LOT 1 - Supply of ICT & Teleconferencing Equipment and LOT 2 - Supply of LAN Accessories and Installation, equipment setup, testing and commissioning and Radiology Diagnostic Workstations



AOB


Discussed on the assurance of quality of the equipment where by Mwombeki Fabian assured the ORCI members that the equipment will be genuine from manufacture and of high quality

The representative from FABSTECH LTD, Mr. Mwombeki Fabian insisted that prices given was very fair and depended on the current world business circulation but it may be affected if there will be changes in shipping and transportation issues due to new announced COVID virus

4. Closing of the meeting


The meeting was concluded at 16:00 PM, notification of the award will be awarded after Tender board approval of the negotiation agreement reached.

Prepared by:

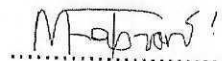

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Joshua Mmari
Chairperson
Ocean Road Cancer Institute

Approved by:

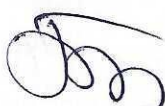

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Mohamed Mbwana
Secretary
Ocean Road Cancer Institute


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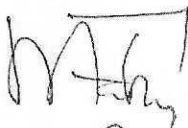
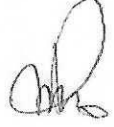

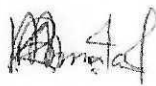
Fabian Mwombeki
Representative
FABSTECH, LTD





NEGOTIATION MEETING WITH

Mwambeki Fabian Fabustech, LTD
ON TELEMEDICINE EQUIPMENT

Name	Organization	Signature
1. Eng. Matola Reginald	ORCI	
2. Mwambeki Fabian	Fabustech	
3. DR. REGULAN INMAM	ORCI	
4. JUSTUA MMARI	ORCI	
5. Rashid Momo	ORCI	
6. Mohamed MLwani	ORCI	