



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



CONTRACTUAL AGREEMENT

Contract No. PA-010/2021-22/G/36

Between

OCEAN ROAD CANCER INSTITUTE, TANZANIA

And

JAFFERY IND. SAINI LIMITED, TANZANIA

For

SUPPLY OF OFFICE FURNITURES FOR TELEMEDICINE ROOMS

Executive Director,
Ocean Road Cancer Institute
Barack Obama road/Luthuli 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

JAFFERY IND. SAINI LIMITED, PO BOX 5416, Factory 6, Chang`ombe Road (hereinafter called "the Supplier") of the other part:

WHEREAS the Client invited quotations for supply of, *viz.*, **SUPPLY OF OFFICE FURNITURES FOR TELEMEDICINE ROOMS** and has accepted a quotation by the Supplier for the supply in the sum of **Tanzania shillings Eighteen million nine hundred Fifty Seven thousand Nine hundred sixty three only. Tshs. 18,957,963/=** (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.




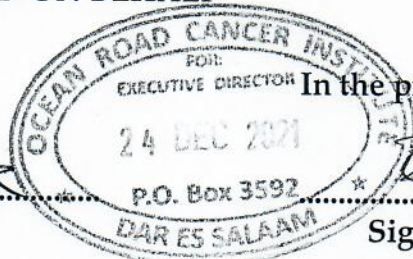
4. In consideration of the payments to be made by the Client to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Client to execute and complete the Deliver in conformity, in all respects, with the provisions of the Contract.

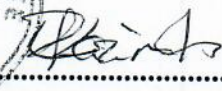
The Client hereby covenants to pay the Supplier in consideration of the execution and completion of the Services, the sum of **Tanzania shillings Eighteen million nine hundred Fifty Seven thousand Nine hundred sixty three only**. Tshs. 18,957,963/= hereinafter referred to as the "Contract Price", at 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:


Signature

 **OCEAN ROAD CANCER INSTITUTE**
P.O. Box 3592
DAR ES SALAAM
24 DEC 2021
EXECUTIVE DIRECTOR

In the presence of

Signature

(Name) **DR JULIUS MWAILELE**

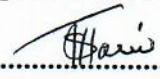
(Name) **Elijendo Kaziba**

(Occupation) **EXECUTIVE DIRECTOR**

(Occupation) **Head of legal services**

ON BEHALF OF THE SUPPLIER:


Signature

In the presence of

Signature

(Name) **VISHAL SINGH SAINI**

(Name) **SARAH ROKI**

(Occupation) **DIRECTOR**

(Occupation) **COMPANY SECRETARY**

(Address) **P.O. BOX 5416 DSM**

(Address) **P.O. BOX 5416 DSM**







LETTER OF ACCEPTANCE

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/36

Name of awarded PE

OCEAN ROAD CANCER INSTITUTE

**RE: Supply of office Furnitures (Telemedicine Furnitures)
SUB: NOTIFICATION OF CONTRACT AWARD**

1. Reference is being made to the bid documents submitted by 22/11/2021 , for the above captioned matter.

2. 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 to JAFFERY IND. SAINI LIMITED. For Supply of office Furnitures (Telemedicine Furnitures) at the contract price of TZS 18957963.00 VAT inclusive.

We hope you will provide us with best services

EXECUTIVE DIRECTOR

Jan



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QUOTATION SUBMISSION FORM

QUOTATION SUBMISSION FORM

Date: 22ND NOVEMBER, 2021

TO:
EXECUTIVE DIRECTOR,
OCEAN ROAD CANCER INSTITUTE,
LITHULI ROAD/SAMORA AVENUE,
P. O. BOX 3592,
DAR ES SALAAM.

We agree to supply the goods specified in the Schedule of Requirements and prices of the **Supply of Office Furniture for Telemedicine Quotation NO. PA-010/2021-22/G/36** in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of: **TZS. 32,433,834.00 (TSHS. Thirty Two Million Four Hundred Thirty Three Thousand Eight Hundred Thirty Four Only) VAT INCLUSIVE** in Tanzanian Shillings.

We also offer to deliver the said goods within the period of **Fourteen (14) Days** as specified in the LPO, Special Conditions of Contract and General Conditions of Contract.

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 agree to abide by this Tender for the Tender Validity Period specified in **ITT 6**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We hereby confirm that this quotation complies with the condition required by the invitation for Quotations.

Authorized Signature: _____

Name and Title of Signatory: VISHAL SINGH SAINI, DIRECTOR

Date: 22ND NOVEMBER, 2021

Name of Tenderer: JAFFERY IND. SAINI LTD.

Address: P.O.BOX 5416, DAR ES SALAAM.



PROFORMA INVOICE



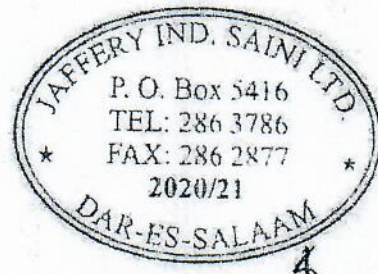
JAFFERY IND.SAINI LTD
 P.O. Box 5416, Dar Es Salaam, Tanzania
 Factory 60, Chang'ombe Road
 Mob: 0713-245555, Tel: 2863786, Fax: 2862877
 TIN: 101-220-591 VRN: 10-014805-X
 Specialized in: Hospital, Household, Office &
 School Furniture
 E-Mail : jic12005@yahoo.com

Buyer
Ocean Road Cancer Institute
 P.O. Box 3592,
 Dar Es Salaam
 TIN NO: 101-428-818

Invoice No. 10317	Dated 4-Dec-2021
Delivery Note	Mode/Terms of Payment
Supplier's Ref. 10317	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Sl No.	Description of Goods	Quantity	Rate	per	Amount
1	Wooden Round Conference Table <i>Wooden Round Conference Table Size: 200cm x 120cm x 76cm With Mult Slot Connections and Computer & UPS Shelf Underneath</i>	1 pcs	6,035,463.56	pcs	6,035,463.56
2	Wooden Office Table <i>With 2 Drawers Size: 120cm x 60cm x 76cm and UPS Tray</i>	3 pcs	1,110,132.77	pcs	3,330,398.31
3	Orthopaedic Office Chair	6 pcs	922,050.00	pcs	5,532,300.00
4	Filling Cabinet 4 Drawer <i>Steel Material with Security Bar</i>	1 pcs	830,508.47	pcs	830,508.47

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ISO 9001: 2015 CERTIFIED COMPANY

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PROFORMA INVOICE (Page 2)



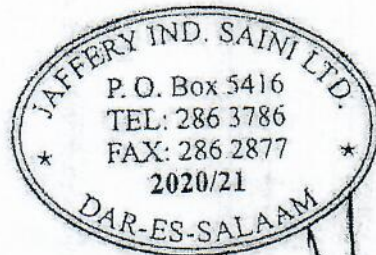
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 School Furniture
 E-Mail : jis2005@yahoo.com

Buyer
Ocean Road Cancer Institute
 P.O. Box 3592,
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 TIN NO: 101-428-818

Invoice No. : 10317	Dated 4-Dec-2021
Delivery Note	Mode/Terms of Payment
Supplier's Ref. 10317	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

SI No.	Description of Goods	Quantity	Rate	per	Amount
5	Examination Bed Without Castors	1 pcs	337,400.00	pcs	337,400.00
	Vat Account		18 %		16,066,070.34
					2,891,892.66
	Total	12 pcs			TZS 18,957,963.00

Amount Chargeable (In words) E. & O.E
Tanzanian Shilling Eighteen Million Nine Hundred Fifty Seven Thousand Nine Hundred Sixty Three Only



Remarks:

Photograph attached, LPO acceptable

Declaration

All accounts should be settled within 30 days from date of invoice. Failure to pay within 30 days, interest will be charged at 2.5% per month to all overdue accounts.

Customer's Seal and Signature

Prepared by Verified by for JAFFERY IND.SAINI LTD
 Authorised Signatory

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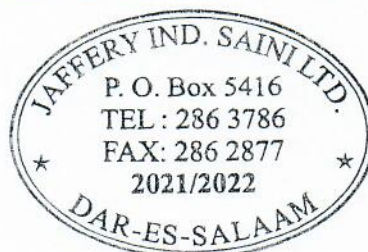
SPECIAL CONDITIONS OF CONTRACT

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: JAFFERY IND. SAINI LIMITED, PO BOX 5416, Factory 6, Chang`ombe Road
3.	1.1	The Project is: SUPPLY OF OFFICE FURNITURES FOR TELEMEDICINE Time for completion is three (3) month from the date of signed contract.
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	For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company: (i) One original plus four copies of the Supplier's invoice

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

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		(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. <i>[Other similar documents should be listed]</i>
	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	Incidental services to be provided are: <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>
	Warranty (GCC 14)	
11.	14.1	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: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or (b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
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:percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the PE. - N/A</p> <p>(ii) On Shipment: 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. - N/A</p> <p>(iii) On Acceptance: 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.- - N/A</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: 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 for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the PE.- N/A</p>

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		<p>(ii) On Delivery: 100 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 9. 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> <p>(iii) On Acceptance: The remaining 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. - N/A</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
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 Arbitration</p> <p>Place for carrying out Arbitration Tanzania Institute Arbitration</p>

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	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 the of the United Republic 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: JAFFERY IND. SAINI LIMITED, PO BOX 5416, Factory 6, Chang`ombe Road</p>

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GENERAL CONDITIONS OF CONTRACT

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



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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



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- 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,



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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



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- 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.



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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

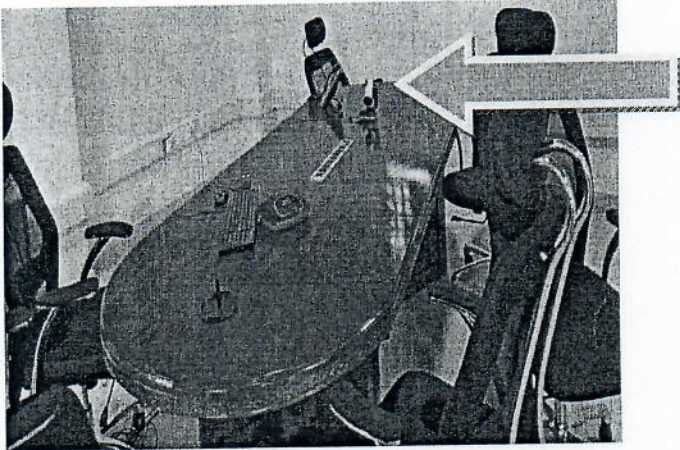
- 33.1 If after the date invitation to quotations, any law or regulation changed in United Republic of Tanzania (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the delivery date and/or the contract price, then such delivery 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.



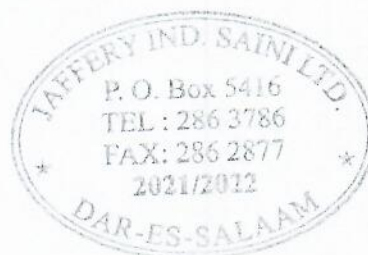
TECHNICAL SPECIFICATIONS



The technical specifications or/and statement of requirements is hereby refined as follows:

TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR SUPPLY OF OFFICE FURNITURES FOR TELEMEDICINE

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards
	(a)	(b)	
1		Wooden Round Conference Table	<p>Wooden (Mninga or Mkongo) Round Conference Table (300cm x120cm x 76cm) with mult slot connections and computer & UPS shelf underneath</p> 
2		Wooden office tables	Wooden (Mninga or Mkongo) office tables with 2 drawers (120cm x 60cm x 76cm) and UPS tray

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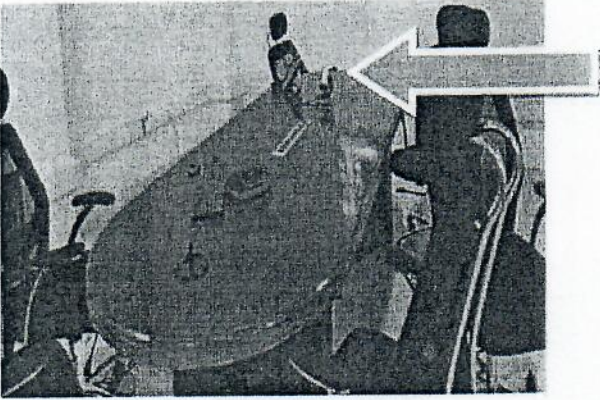
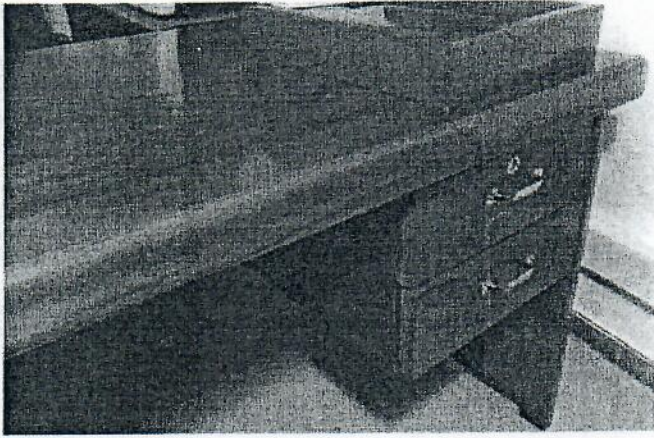

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards
	(a)	(b)	
			
3		Orthopedic office Chairs	Supply and install Orthopaedic Executive Chairs 
4		Filing double door	a) Approximate Dimension in cm.: Medium swing door cabinet (upper unit size W79 x D40 x H84 cm with w/lock + medium swing door cabinet (bottom unit); Size: W79 x D40 x H94 cm, lock w/cabinet base; b) Colour: mahogany/grey/Beech;
5		Examination bed	Examination bed (chenye magurudumu na breki)

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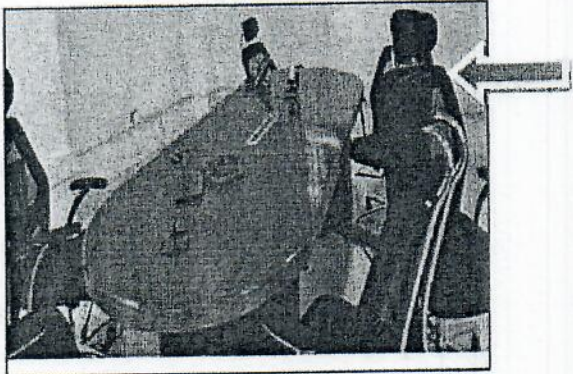
TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR SUPPLY OF OFFICE FURNITURES FOR TELEMEDICINE

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
	(a)	(b)		(d)
1		Wooden Round Conference Table	<p>Wooden (Mninga or Mkongo) Round Conference Table (300cm x120cm x 76cm) with mult slot connections and computer & UPS shelf underneath</p> 	"COMPLY"
2		Wooden office tables	<p>Wooden (Mninga or Mkongo) office tables with 2 drawers (120cm x 60cm x 76cm) and UPS tray</p>  <div style="text-align: center;">  </div>	"COMPLY"

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S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
	(a)	(b)		(d)
3		Orthopedic office Chairs	Supply and install Orthopaedic Executive Chairs 	"COMPLY"
4		Filing double door	a) Approximate Dimension in cm.: Medium swing door cabinet (upper unit size W79 x D40 x H84 cm with w/lock + medium swing door cabinet (bottom unit); Size: W79 x D40 x H94 cm, lock w/cabinet base; b) Colour: mahogany/grey/Beech;	"COMPLY"
5		Examination bed	Examination bed (chenye magurudumu na breki)	"COMPLY"

N.B

- We comply with the Technical Specifications above;
- We have enough Raw Materials, Equipment and Tools to carry out the services and experienced Staff;
- Goods are to be delivered at **Ocean Road Cancer Institute (ORCI)**;
- If awarded the Contract, delivery period will be within Fourteen (14) days from the date of LPO;
- Tender Validity Period is 120 days after the deadline for submission;
- Twelve (12) Months Warranty of our product on Manufacturer's faults.

Signature of Bidder

John





Jaffery Ind. Saini Limited

ISO 9001:2015 CERTIFIED COMPANY

(WOOD & METAL WORKS)

Specialized in: Hospital, Household, and Office & School Furniture.

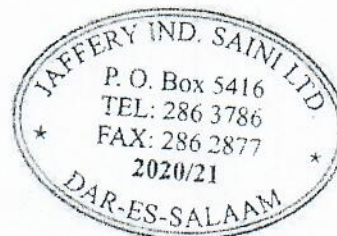
P.O. Box 5416, Dar es Salaam, Tanzania. E-mail: jisl2005@yahoo.com Factory 60, Chang'ombe Road

Mob: 0784 609999, Tel: 2863786 Fax: 2862877



WOODEN ROUND CONFERENCE TABLE

Wooden (Mininga or Mkongo) Round Conference Table (300cm x 120cm x 76cm) with mult slot connections and computer & UPS shelf underneath



LOCAL MANUFACTURED PRODUCTS

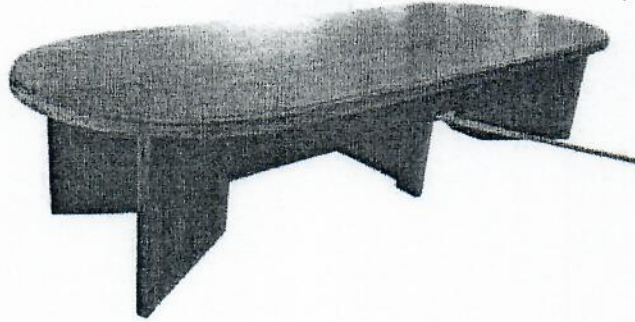
PROMOTE TANZANIAN INDUSTRIES BY BUYING TANZANIA PRODUCTS



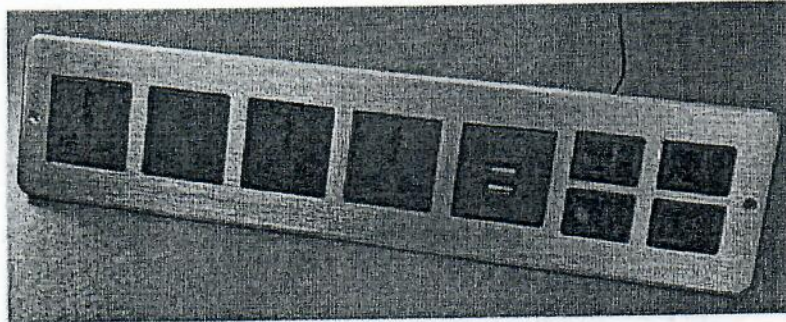
Jaffery Ind. Saini Limited

ISO 9001:2015 CERTIFIED COMPANY
(WOOD & METAL WORKS)

Specialized in: Hospital, Household, and Office & School Furniture.
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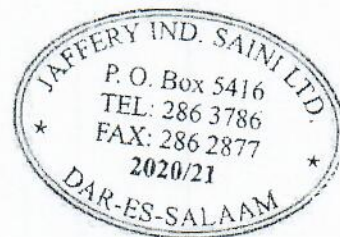


**UPS SHELF
UNDERNEATH**



WOODEN ROUND CONFERENCE TABLE

Wooden (Mininga or Mkongo) Round Conference Table (300cm x 120cm x 76cm) with mult slot connections and computer & UPS shelf underneath



LOCAL MANUFACTURED PRODUCTS

PROMOTE TANZANIAN INDUSTRIES BY BUYING TANZANIA PRODUCTS



Jaffery Ind. Saini Limited

ISO 9001:2015 CERTIFIED COMPANY

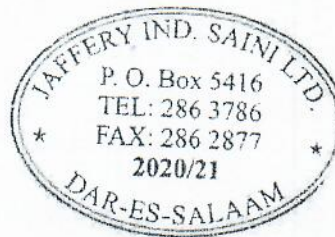
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Mob: 0784 609999, Tel: 2863786 Fax: 2862877



OTHOPAEDIC EXECUTIVE CHAIRS



✕

PROMOTE TANZANIAN INDUSTRIES BY BUYING TANZANIA PRODUCTS



Jaffery Ind. Saini Limited

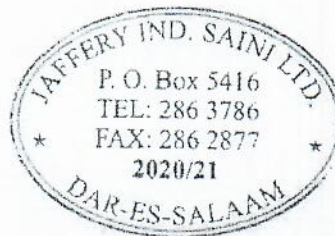
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Mob: 0784 609999, Tel: 2863786 Fax: 2862877



CASTORS
WITH BRAKES

EXAMINATION BED



PROMOTE TANZANIAN INDUSTRIES BY BUYING TANZANIA PRODUCTS



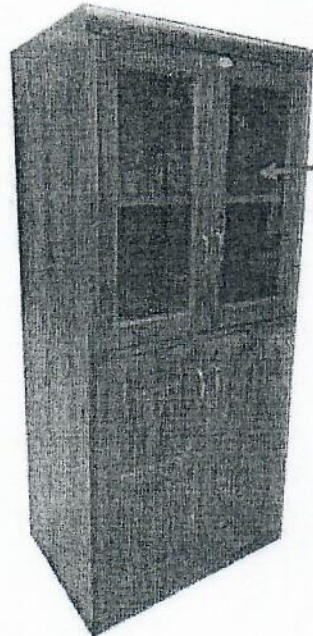
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Mob: 0784 609999, Tel: 2863786 Fax: 2862877



HARDWOOD

FILING DOUBLE DOOR

a) **Approximate Dimension in cm.:**

Medium swing door cabinet (upper unit size W79 x D40 x H84 cm with w/lock + medium swing door cabinet (bottom unit);

Size: W79 x D40 x H94 cm, lock w/cabinet base;

b) Colour: mahogany/grey/Beech;



LOCAL MANUFACTURED PRODUCTS

PROMOTE TANZANIAN INDUSTRIES BY BUYING TANZANIA PRODUCTS



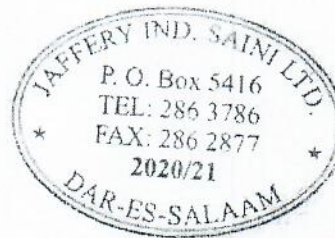
Jaffery Ind. Saini Limited

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(WOOD & METAL WORKS)

Specialized in: Hospital, Household, and Office & School Furniture.
P.O. Box 5416, Dar es Salaam, Tanzania. E-mail: jisl2005@yahoo.com Factory 60, Chang'ombe Road
Mob: 0784 609999, Tel: 2863786 Fax: 2862877



Wooden (Mninga or Mkongo) office tables
with 2 drawers (120cm x 60cm x 76cm) and UPS tray



Jon

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**STATEMENT OF REQUIREMENTS AND
SCHEDULE OF PRICES**

QUOTATION SUBMISSION FORM

Date: 22ND NOVEMBER, 2021

TO:
EXECUTIVE DIRECTOR,
OCEAN ROAD CANCER INSTITUTE,
LITHULI ROAD/SAMORA AVENUE,
P. O. BOX 3592,
DAR ES SALAAM.

We agree to supply the goods specified in the Schedule of Requirements and prices of the Supply of Office Furniture for Telemedicine Quotation NO. PA-010/2021-22/G/36 in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of: TZS. 32,433,834.00 (TSHS. Thirty Two Million Four Hundred Thirty Three Thousand Eight Hundred Thirty Four Only) VAT INCLUSIVE in Tanzanian Shillings.

We also offer to deliver the said goods within the period of Fourteen (14) Days as specified in the LPO, Special Conditions of Contract and General Conditions of Contract.

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 agree to abide by this Tender for the Tender Validity Period specified in ITT 6, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We hereby confirm that this quotation complies with the condition required by the invitation for Quotations.

Authorized Signature: _____

Name and Title of Signatory: VISHAL SINGH SAINI, DIRECTOR

Date: 22ND NOVEMBER, 2021

Name of Tenderer: JAFFERY IND. SAINI LTD.

Address: P.O.BOX 5416, DAR ES SALAAM.



A handwritten signature in black ink, appearing to be "Vishal Singh Saini".

A small handwritten mark or signature at the bottom right of the page.

Schedule of Requirements and Prices

S/n	Item Code	Description of Supplies or Services	Unit of Measure	Quantity Required	Unit Price	Tax per unit [VAT]	Extended Price (Tshs) [(6+7)x5]
1	2	3	4	5	6	7	8
1		Wooden Round Conference Table	item	1	7,306,650.00	1,315,197.00	8,621,847.00
2		Wooden office tables	item	6	1,309,950.00	235,791.00	9,274,446.00
3		Orthopedic office chairs	item	11	922,050.00	165,969.00	11,968,209.00
4		Filing double door	item	1	1,840,000.00	331,200.00	2,171,200.00
5		Examination bed	item	1	337,400.00	60,732.00	398,132.00
TOTAL							32,433,834.00

Name: VISHAL SINGH SAINI

In the Capacity of:

DIRECTOR

Signature of the Tenderer:

Duly authorized to sign the Tender for and on behalf of: JAFFERY IND. SAINI LTD

Dated on: 22nd Day of November, 2021



[Handwritten signature]

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ANY OTHER DOCUMENT FORMING
PART OF THE CONTRACT (GPSA
CONTRACT ANTI-BRIBERY
MEMORANDUM).

Jaffery Ind. Saini Limited

TENDER -SECURING DECLARATION

Date: 22ND NOVEMBER, 2021
QUOTATION NO. PA-010/2021-22/G/36
Alternative No: NIL

TO:
THE 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 PE for the period of time as 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 (28) days after the expiration of our Tender.

Signed:.....

In the capacity of: DIRECTOR

Name: VISHAL SINGH SAINI

Duly authorized to sign the tender for and on behalf of: JAFFERY IND. SAINI LTD

Dated on 22nd day of November, 2021



STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 20th November, 2021,

we the undersigned JAFFERY IND. SAINI LIMITED of Postal office Box Number 5416, DAR ES SALAAM duly incorporated under the Companies ordinance Cap 212 of REVISED LAWS OF TANZANIA, having our registered office at PLOT NO.60 CHANG'OMBE ROAD DAR ES SALAAM by virtue of authority conferred to us by the Board Resolution No. 1 of 20th November, 2021, DO HEREBY ordain nominate and appoint VISHAL SINGH SAINI of P.O. Box 5416 DAR ES SALAAM to be our true and 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 Quotation No. PA-010/2021-22/G/36 that is to say;

To act for the company and do any other thing or things incidental For Quotation No. PA-010/2021-22/G/36 of SUPPLY OF OFFICE FURNITURES FOR TELEMEDICINE

AND provide 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 JAFFERY IND.SAINI LIMITED and delivered in the presence of us this 20th NOVEMBER, 2021.

IN WITNESS WHEREOF we have signed this deed on this 20th NOVEMBER, 2021 at Dar es Salaam for and on behalf of JAFFERY IND.SAINILIMITED.



SEALED and delivered by the common

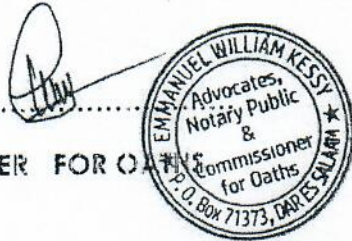
Seal of JAFFERY IND. SAINI LIMITED

This 20th day of Nov. 2021.

[Signature]
DONOR

BEFORE ME

COMMISSIONER FOR OATHS



ACKNOWLEDGEMENT

I, VISHAL SINGH SAINI doth hereby acknowledge and accept to be Attorney of the said JAFFERY IND. SAINI 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 at DAR ES SALAAM

By the said VISHAL SINGH SAINI

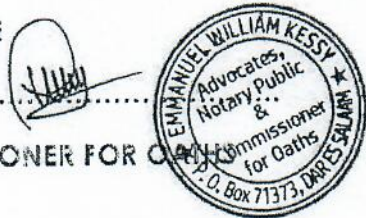
Who is know to me personally

This 20th day of Nov. 2021.

[Signature]
DONEE

BEFORE ME

COMMISSIONER FOR OATHS



[Signature]

[Signature]

NEGOTIATION MEETING

Venue: ORCI Beach View Lounge

Date: 03/12/2021

Quotation no: **PA-010/2021-22/G/36** for Supply of Office Furniture for Telemedicine

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. Vishal .S. Saini	Member	JAFFERY IND. SAINI 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 14:30 PM, the chairman welcomed all members including the representative from Jaffery Ind. Saini Limited, Mr Vishal S. Saini 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 these furniture were read out at the meeting to be 32,433,834.00 against the budget allocation of TZS 9,000,000. This necessitated to have the negotiation between ORCI and PACIFIC on price reduction.

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 "**Wooden office tables**" were changed from 6 to 3
- ii. The quantity for item "**Orthopedic office chairs**" were changed from 11 to 6
- iii. The size description for item "**Wooden round conference table**" were changed from (300cm x 120cm x 76cm) to (200cm x 90cm x 76cm)
- iv. The specs description for item "**Filing double door**" which was in a wooden material were changed to "**Filing cabinet with 4 drawers and security bar**" in metal material
- v. The specs for item "**Examination bed with wheels**" were changed to "**Examination bed without wheels**"

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 representative from Jaffery Ind. Saini Limited, Mr Vishal S. Saini insisted that the minor changes on the size of the item "**Wooden round conference table**" will not affect much the price and decided to give a **tsh.1,500,000** from the initial price and make the item price to change from **tsh.8,621,847** to **tsh. 7,1212,847**



Then Mr Vishal S. Saini gave the 18% discount for the item "**Wooden office tables**" from tsh. 1,545,741 to tsh.1,309,950 and general discount to the updated item "**Filing cabinet with 4 drawers and security bar**" from tsh. 2,171,200 to tsh. 980,000.

General agreement reached, with the Budget of TZS **18,957,963** the total costs for Supply of Office Furniture for Telemedicine from the price before negotiation of **tsh.32,433,834**

4. AOB

Discussed on the assurance of quality of the furniture where by Mr Vishal S. Saini assured the ORCI members that their furniture are of high quality and he advice the orci to visit their factories to witness the quality of production of their products

5. Closing of the meeting

The meeting was concluded at 19:00 PM, notification of the award will be awarded after Tender board approval of the negotiation agreement reached.

Prepared by:




Joshua Mmari
Chairperson
Ocean Road Cancer Institute

Approved by:

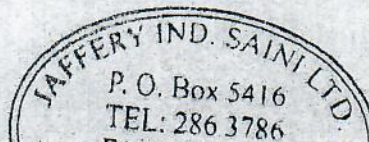


Mohamed Mbwana
Secretary
Ocean Road Cancer Institute



03/12/21

Mr Vishal S. Saini
Representative
Jaffery Ind. Saini Limited



NEGOTIATION MEETINGS WITH

JAFFERY ON TELEMEDICINE
EQUIPMENTS (FURNITURE)

Name	Organisation	Signature
Eng. Matola Reginald	ORCF	
Rashid M. Muma	ORCI	
DR. REVOLVAN IRAMU	ORCI	
VISHAL - S. SAINI JAFFERY Jod. SAINI		
JOSHUA MMARI	ORCI	
Dr. Asapu Muma	ORCI	
Mohamed Mbwana	ORCI	

0784 60 9999 .

jisl2005@yahoo.com.

PROFORMA INVOICE



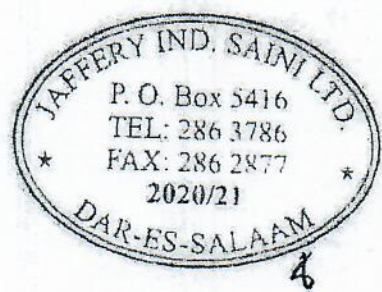
JAFFERY IND.SAINI LTD
 P.O. Box 5416, Dar Es Salaam, Tanzania
 Factory 60, Chang'ombe Road
 Mob: 0713-245555, Tel: 2863786, Fax: 2862877
 TIN: 101-220-591 VRN: 10-014805-X
 Specialized in: Hospital, Household, Office &
 School Furniture
 E-Mail : jisl2005@yahoo.com

Invoice No. 10317	Dated 4-Dec-2021
Delivery Note	Mode/Terms of Payment
Supplier's Ref. 10317	Other Reference(s)
Buyer's Order No.	Dated
Despatch Document No.	Delivery Note Date
Despatched through	Destination
Terms of Delivery	

Buyer
Ocean Road Cancer Institute
 P.O. Box 3592,
 Dar Es Salaam
 TIN NO: 101-428-818

SI No.	Description of Goods	Quantity	Rate	per	Amount
1	Wooden Round Conference Table Wooden Round Conference Table Size: 200cm x 120cm x 76cm With Mult Slot Connections and Computer & UPS Shelf Underneath	1 pcs	6,035,463.56	pcs	6,035,463.56
2	Wooden Office Table With 2 Drawers Size: 120cm x 60cm x 76cm and UPS Tray	3 pcs	1,110,132.77	pcs	3,330,398.31
3	Orthopaedic Office Chair	6 pcs	922,050.00	pcs	5,532,300.00
4	Filling Cabinet 4 Drawer Steel Material with Security Bar	1 pcs	830,508.47	pcs	830,508.47

continued ...



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PROFORMA INVOICE (Page 2)



JAFFERY IND. SAINI LTD
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Invoice No.	10317	Dated	4-Dec-2021
Delivery Note		Mode/Terms of Payment	
Supplier's Ref.	10317	Other Reference(s)	
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Terms of Delivery			

Buyer
Ocean Road Cancer Institute
 P.O. Box 3592,
 Dar Es Salaam
 TIN NO: 101-428-818

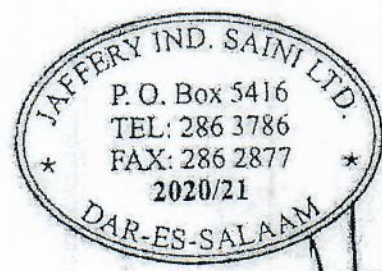
SI No.	Description of Goods	Quantity	Rate	per	Amount
5	Examination Bed Without Castors	1 pcs	337,400.00	pcs	337,400.00
	Vat Account		18 %		16,066,070.34
					2,891,892.66
	Total	12 pcs			TZS 18,957,963.00

Amount Chargeable (In words)
Tanzanian Shilling Eighteen Million Nine Hundred Fifty Seven Thousand Nine Hundred Sixty Three Only

E. & O.E

Remarks:
 Photograph attached, LPO acceptable

Declaration
 All accounts should be settled within 30 days from date of invoice. Failure to pay within 30 days, interest will be charged at 2.5% per month to all overdue accounts.



Customer's Seal and Signature

Prepared by Verified by for JAFFERY IND. SAINI LTD
 Authorised Signatory

ISO 9001: 2015 CERTIFIED COMPANY