

# **ORCI**

OCEAN ROAD  
CANCER  
INSTITUTE

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



Contract No. PA/010/2021-2022/G/40

## **CONTRACTUAL AGREEMENT**

Between

OCEAN ROAD CANCER INSTITUTE, TANZANIA

And

ANUDHA LIMITED, TANZANIA

FOR

SUPPLY OF LABORATORY EQUIPMENT FOR Mtwara Zonal  
Hospital and Mtwara RHH

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 ...<sup>23<sup>rd</sup></sup>.....day of December 2021.

BETWEEN

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

AND

**ANUDHA LIMITED, PO BOX 5982** (hereinafter called "the Supplier") of the other part:

WHEREAS the Client invited quotations for supply of, viz., **SUPPLY OF LABORATORY EQUIPMENT FOR MTWARA ZONAL HOSPITAL AND MTWARA RHH** and has accepted a quotation by the Supplier for the supply in the sum of **Tanzania shillings 103,485,000.00 [One Hundred and Three Million, Four Hundred Eighty Five Thousand Only.** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSE 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 (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





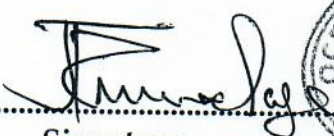
another but in case of ambiguities or discrepancies shall take precedence in the order set out above.

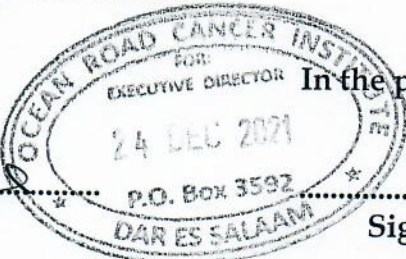
4. In consideration of the payments to be made by the Client to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Client to execute and complete the Deliver in conformity, in all respects, with the provisions of the Contract.

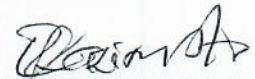
The Client hereby covenants to pay the Supplier in consideration of the execution and completion of the Services, the sum of **Tanzania shillings 103,485,000.00 [One Hundred and Three Million, Four Hundred Eighty Five Thousand Only]**. hereinafter referred to as the "Contract Price", at the times and 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



In the presence of  
  
.....  
Signature

(Name) DR JULIUS MWAISELAGE

(Name) Elipando Krambo

(Occupation) EXECUTIVE DIRECTOR

(Occupation) Head of Legal Services

**ON BEHALF OF THE SUPPLIER:**

  
.....  
Signature

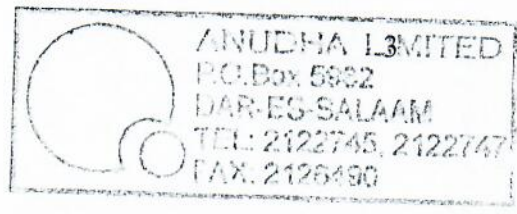
In the presence of  
  
.....  
Signature

(Name) Anurag Hassija

(Name) Nashita Padp

(Occupation) Director

(Occupation) Managers



(Address) 5982 DAR-ES-SALAAM

(Address) 5982 DAR-ES-SALAAM





**LETTER OF ACCEPTANCE-(Contract Award  
Notice)**

**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 23/11/2021

In reply please quote

PA-010/2021-22/G/40

Name of awarded PE

Ocean Road Cancer Institute

**RE: Supply of laboratory equipment  
for Mtwara Zonal and Mtwara RRH  
SUB: NOTIFICATION OF CONTRACT AWARD**

1. Reference is being made to the bid documents submitted by 19/11/2021 , for the above captioned matter.
2. Kindly be informed that the Ocean Road Cancer Institute Tender Board during its ordinary Meeting held on 21/11/2021 , approved award of the contract to ANUDHA LTD. For Supply of laboratory equipment for Mtwara Zonal and Mtwara RRH at the contract price of TZS 103485000.00 VAT inclusive.  
We hope you will provide us with best services

Executive Director

A handwritten signature in black ink, appearing to be 'J. M.' or similar, located at the bottom left of the page.

**QUOTATION SUBMISSION FORM**



## Schedule of Requirements and Prices

Item	Description of Goods	Units	Quantity	Rate	Amount (TZS.)	Warranty Period (where applicable)
1.	Blood gas machine Model: ST-200C Manufacturer: Sensacore - India	Pc	1	12,000,000	12,000,000	
2.	Apheresis machine with starter pack Manufacturer: HAIER - China	Set	1	61,100,000	61,100,000	
Five years comprehensive Maintenance inclusive for Blood gas Analyzer 1,600,000 x 5yrs (inc. VAT)					8,000,000	
Five years comprehensive Maintenance inclusive for Apheresis 4,277,000 x 5yrs (inc. VAT)					21,385,000	
Cost for installation cost and training free					1,000,000	
<b>Total Amount for Supply of Goods excluding VAT</b>					<b>103,485,000</b>	
Add VAT					-	
<b>Total Amount for Supply of Goods (including VAT)</b> Goods to supplied to [insert destination of goods]					<b>103,485,000</b>	

Total Amount in TZS.(in words)	One hundred and three million, four hundred and eighty five thousand only.
The delivery period offered is:	45 days/ weeks/ months from date of LPO

Name of Signatory .....ANURAG HASSIJA.....

Authorized Signature.....

Title of Signatory.....DIRECTOR.....

Supplier address.....BOX 5982, DSM.....



**SPECIAL CONDITIONS OF CONTRACT**



## SPECIAL CONDITIONS OF CONTRACT

The following specific data for the Non-Consultant Services to be procured shall complement, supplement, or amend the provisions in the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions in the Special Conditions of Contract (SCC) shall prevail over those in the GCC.

SCC Clause No.	GCC Clause No.	Amendments of, and Supplement to, Clauses in the General Conditions of Contract
1	4.0	Language of the Contract: <b>ENGLISH</b>
2	19.0	Contract start date: <b>Immediate</b> after date of signing the contract.
3	19.0	Time for completion is <b>Three month</b> from the contract start date.
4	21.1	<p>Advance payment.</p> <p>The price given above are firm and final till the completion of the contract this supply, delivery (DDP), installation, testing and commissioning of CONTRACT FOR SUPPLY OF LABORATORY EQUIPMENT FOR MTWARA ZONAL AND MTWARA RHH 100% payable against irrevocable, confirmed L/C payable as follows: -</p> <ul style="list-style-type: none"> <li>i) 65% Advance payment against acceptable Advance Payment Guarantee (bank Guarantee or insurance bond) (TZS 103,485,000.00).</li> <li>ii) 30% on completion of installation, testing and commissioning of CONTRACT FOR SUPPLY OF LABORATORY EQUIPMENT FOR MTWARA ZONAL AND MTWARA RHH but no later than 90 days from shipment date without any further presentation of documents.</li> <li>iii) 5% will be paid at clinical operational start and completion of all training (training certificates) during warranty period but no later than <b>90 days</b> from shipment date without any further presentation of documents.</li> </ul>





5	21.2	The amount due to the <b>SP</b> under any Invoice shall be paid by the Client to the Services Provider within 30 days <b>after</b> submission of Invoice by the <b>Supplier</b> .
7	23.2	The Adjudicator shall be <b>TANZANIA INSTITUTE OF ARBITRATION</b>
9	23.4	Appointing Authority for the Adjudicator <b>TANZANIA INSTITUTE OF ARBITRATION</b>
10	23.6	Arbitration institution shall be <b>TANZANIA INSTITUTE OF ARBITRATION</b>  Place for carrying out Arbitration <b>TANZANIA INSTITUTE OF ARBITRATION</b>



**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, whether in solid, liquid or gaseous form, electricity, intangible asset and intellectual property, as well as services incidental to the supply of the goods provided that the value of services does not exceed the value of the goods themselves.

"The Incidental Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

"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.

- 7.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested goods, works or services 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, Works or Services 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, installation or 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.

**13.0 Spare Parts**

13.1 If specified in the Local Purchase Order, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, blueprints, drawings, and specifications of the spare parts, if requested.

**14.0 Warranty**

14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the United Republic of Tanzania.

14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.



- 14.3 Warranties shall remain valid for period specified in the Local Purchase Order after final acceptance of the Goods by the Purchaser.
- 14.4 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.
- 14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the Local Purchase Order, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

#### 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 shall 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 any thing 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 may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the 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.





**TECHNICAL SPECIFICATIONS**

**THE TECHNICAL SPECIFICATIONS OR/AND STATEMENT OF  
REQUIREMENTS**

**TECHNICAL SPECIFICATIONS**

**MTWARA ZONA:**

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards
1		Apheresis machine with starter pack	Construction material: Sheet metal Voltage 100-240 V ( $\pm 10\%$ ; switch selectable) Frequency 50/60 Hz Centrifuge speed 3000-7000 rpm (varies with protocol) Pump speed Draw: 20-100 mL/min Return: 20-140 mL/min, Five years comprehensive Maintenance inclusive.

**MTWARA RRH**

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards
1		Blood gas machine	<ul style="list-style-type: none"> <li>• Portable</li> <li>• Sample volume 110<math>\mu</math>l</li> <li>• Result in one min after sample aspiration</li> <li>• Power supply -220v with rechargeable battery at least 42mAh</li> <li>• At least 10 parameter pH, pO<sub>2</sub> , pCO<sub>2</sub>, Na, K, Ca, Cl, Glu, Lac and Hct</li> </ul>





## COMPLIANCE

### MTWARA ZONA:

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
1		Apheresis machine with starter pack	Construction material: Sheet metal Voltage 100-240 V ( $\pm 10\%$ ; switch selectable) Frequency 50/60 Hz Centrifuge speed 3000-7000 rpm (varies with protocol) Pump speed Draw: 20-100 mL/min Return: 20-140 mL/min, Five years comprehensive Maintenance inclusive.	COMPLY 220V, 50Hz  Rated: 7000rpm YES 20-100ml/min

### MTWARA RRH

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
1		Blood gas machine	<ul style="list-style-type: none"> <li>• Portable</li> <li>• Sample volume 110<math>\mu</math>l</li> <li>• Result in one min after sample aspiration</li> <li>• Power supply -220v with rechargeable battery at least 42mAh</li> </ul> <ul style="list-style-type: none"> <li>• At least 10 parameter pH, pO<sub>2</sub>, pCO<sub>2</sub>, Na, K, Ca, Cl, Glu, Lac and Hct</li> </ul>	YES 140 $\mu$ l YES 220V without rechargeabl e battery YES

Name of Signatory.....ANURAG HASSIJA.....

Authorized Signature..........

Title of Signatory.....DIRECTOR.....

Supplier address.....BOX 5982, DSM.....



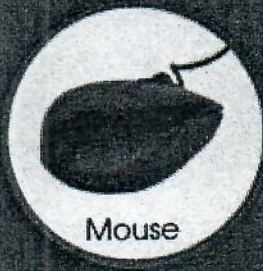
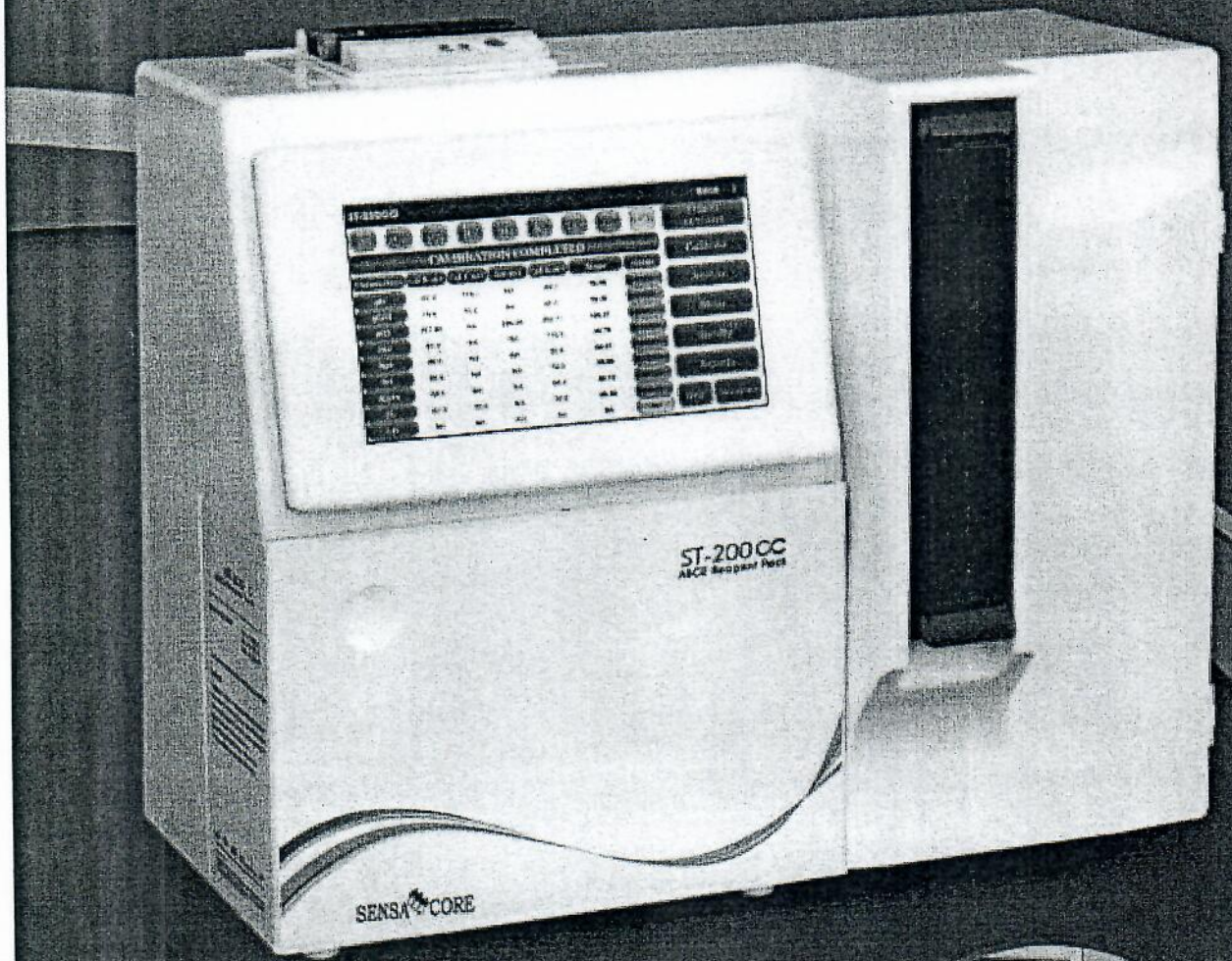




**SENSA CORE**  
Healthcare and Diagnostic Products

# ST-200 CC

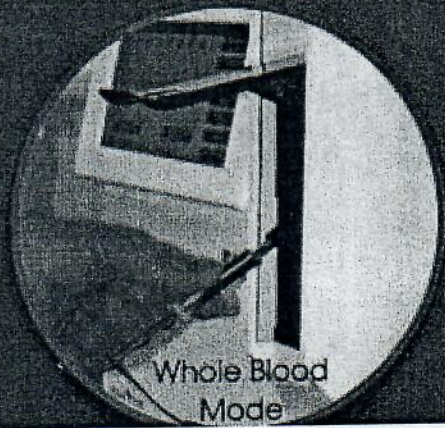
Arterial Blood Gas Analyzer



Mouse



Bar Code Scanner



Whole Blood Mode

*Handwritten signature or mark*



## Features

- Aspirate 1 sample and acquire 20 different results.  
Blood gas : pH, pCO<sub>2</sub>, pO<sub>2</sub>, Hct.  
Electrolytes : Na, K, iCa, Li, pH, Cl.  
Calculated Parameters : Hb, HCO<sub>3</sub>, BE, BE-B, BE-ECF, TCO<sub>2</sub>, AG, AG(K), O<sub>2</sub> Sat, O<sub>2</sub> Ct, SBC.
- Multilingual support.
- Levey-Jennings chart for NABL and seamless integration to LIS (Lab information system).
- 7 inch high definition LCD with capacitive touch display.
- Excellent precision and reliability.
- Integrated Parameter conversion functionality.
- One single Reagent Pack with all 14 combinations.
- Numeric & alpha numeric input option with 15 digit operator & patient ID.
- External barcode scanner, mouse & keypad interfacing option.
- Single touch calibration for new reagent pack.
- Self probe wiping facility with 3 different aspiration modes ( sample tube, sample syringe & capillary ).
- Maximum 2,00,000+ sample storage capacity.
- The result can be recalled by Date, Patient ID, Patient name, by parameters etc.
- Extremely low cost per test.
- Two USB output ports. (USB 2.0)
- Optional battery backup & much more.

# ST-200

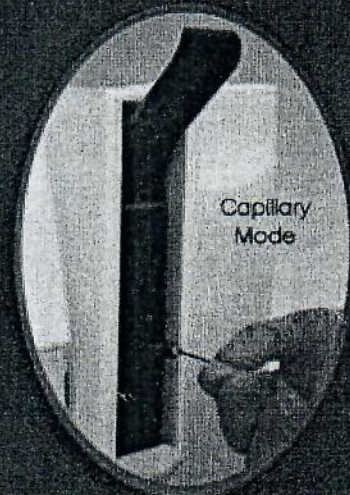
Arterial Blood Gas Electrolyte Analyzer

## Specifications

1. Principle : Direct measurement with ion selective electrode (ISE), Impedance (Hct) and Amperometry (pO<sub>2</sub>)
2. Parameters : This functionality allows the change of analytes.
3. Sample Type : Whole blood, serum, plasma, CSF and diluted urine.
4. Sample volume : 140µL.
5. Reading time : 65 seconds.
6. Speed : 55 samples / hour.
7. Storage : 2,00,000+
8. Conditioning : Temperature: 5°C - 35°C, <85% moisture.
9. Display : 7 inch high definition LCD with capacitive touch.
10. Print : 2 inch 24 column thermal printer.
11. Input voltage : 100/115-V AC, 50-60 Hz or 220V AC, 50/60 Hz, 0.75 amp.
12. Dimensions : 15" W x 12" H x 7.0" D, Weight: 8 kg.
13. Battery : Optional support for 10 hours.
14. OS : Android. (WiFi enabled application up-gradable)

ABGE	ABG	ELECTROLYTE											
BD	BD	BD	BD	BD	BD	BD	BD	BD	BD	BD	BD	BD	BD
pO <sub>2</sub> Hct	pO <sub>2</sub> Hct	pH	pH	pH	pH	pH	pH	pH	pH	pH	pH	pH	pH
K	K	K	K	K	K	K	K	K	K	K	K	K	K
Na	Na	Na	Na	Na	Na	Na	Na	Na	Na	Na	Na	Na	Na
iCa	iCa	iCa	iCa	iCa	iCa	iCa	iCa	iCa	iCa	iCa	iCa	iCa	iCa
pH	pH	pH	pH	U	U	pH	U	pH	U	pH	U	pH	U
pCO <sub>2</sub>	pCO <sub>2</sub>	HCO <sub>3</sub>	HCO <sub>3</sub>	pH	pH	pH	pH	pH	pH	pH	pH	pH	pH
Cl	Cl	Cl	Cl	Cl	Cl	Cl	Cl	Cl	Cl	Cl	Cl	Cl	Cl

Parameter Combinations



Manufactured by  
**Sensa Core Medical Instrumentation Pvt. Ltd.**  
 Plot No: 3, Export Promotion Industrial Park, Rajahmundry, Sangareddy Dist,  
 Hyderabad - 502307, Telangana, INDIA. Telephone : +91(824) 223402  
 web : www.sensacore.com

*(Handwritten signature)*



## Plasma Apheresis System



### Typical Application

The machine is widely used for plasma collection in the plasma apheresis station. This machine can also be used for hospital plasma exchange and hyperlipidemia plasma removal. It uses a unique blow-molded cup to discharge the plasma containing pathogenic factors out of the body through the centrifugal stratification principle, and transfuses the red blood cells and platelets back to the patients, and at the same time gives the patients healthy plasma, albumin solution and other compensation. Plasma exchange therapy is widely used in the treatment of immune system, blood system, nervous system, kidney, liver, hyperlipidemia and other diseases.



## Plasma Apheresis System (Plasma Station Scenario)

### Product Advantages



**The whole process of blood component (plasma) separation is traceable**

- The whole process can be automatically monitored and managed.
- Automatic recording and uploading data.
- Precise control of data is immediate.



**Data and Identity protection system**

The separator can collect information in multiple dimensions including ID card, face, fingerprint and bar code. Then the system will recognize the accurate information from the database, ensuring no inaccuracy of donor or recipient information being contaminated.



**A messenger who automatically processes data information**

The separator can record and upload consumables and collect data automatically and intelligently without manpower, this improves efficiency and prevents errors, which saves medical staff precious time and reduces stress.



**The monitor prevents manual process errors**

The separator will emit an alarm sound and corresponding text prompt when there is any mis-hanging of anticoagulant. If this occurs the system is unable to carry out the next operation, which completely eliminates the risk of infusion error, and avoids any accident that endangers the safety of the plasma donor.



**Comprehensive monitoring surveillance system**

All-directional multi-angle monitoring plasma collection process. Exclusive design of blood pump and anticoagulation pump. Adaptive compensation function is more compatible with consumables from different manufacturers. No wearing parts. Stable flow. Accurate control of blood cell access ratio. Multi-level alarm system can find any errors.



**The pioneer to maintain blood activity perfectly**

Centrifuge cup adopts new patented technology to gently protect blood activity so that blood is safer.



**Compatible with accurate capacity optimization**

It can be used with 160ml anticoagulant bags to accurately match actual needs, which means cost reduction and environmentally friendly improvements. Consumables are versatile and compatible with multiple models.

### Ergonomic Design



Intelligent connectivity which ensures automatic data collection and processing.



The unit is small in size, movable and easy to use, which reduces the burden of users.



Large color touch screen, easy to operate.

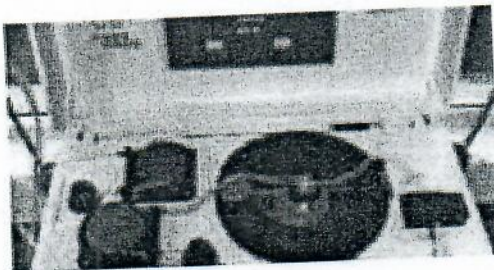


Optimized system and structural noise reduction design, low operating noise.



## Plasma Apheresis System (Hospital Scenario)

### Product Advantages



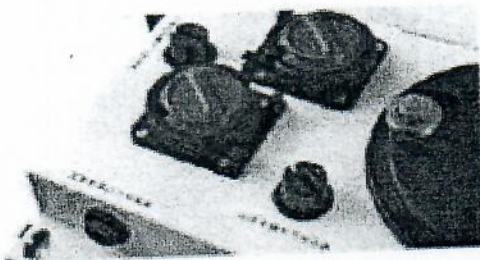
#### • Convenient Operation

Guide-Way type operation, guiding the whole process, and monitoring whether all consumables are correctly installed.



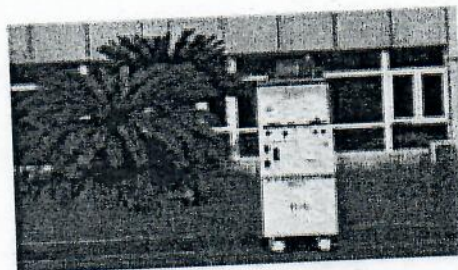
#### • Security Guards

Up to 4 air monitors to prevent air embolism. Pressure monitoring, real-time protection of patient safety. In case of unexpected power failure, all data will be automatically recorded. After power comes back, the system will automatically enter the recovery program to ensure that the collection continues smoothly.



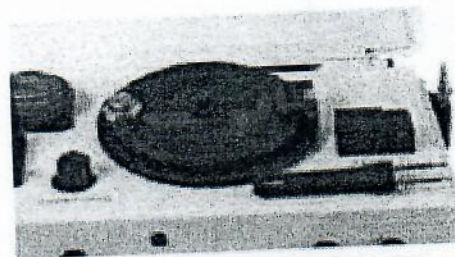
#### • Wide Range of Patients

It can be collected through the peripheral vein, and the blood collection pump can automatically adjust the collection speed according to the blood flow changes of patients, with a minimum of 20ml/min, which can be used for patients with poor vascular conditions.



#### • Movable and Portable Design

With lightweight design, it can be lifted to the car or pushed to the ward at any time.



#### • Guarantee the Treatment

RBC overflow monitor can reduce red blood cell waste and ensure plasma collection quality. The gap between pump head roller and pump shell can be automatically adjusted to ensure stable flow rate and effectively protect red blood cells and platelets from damage.



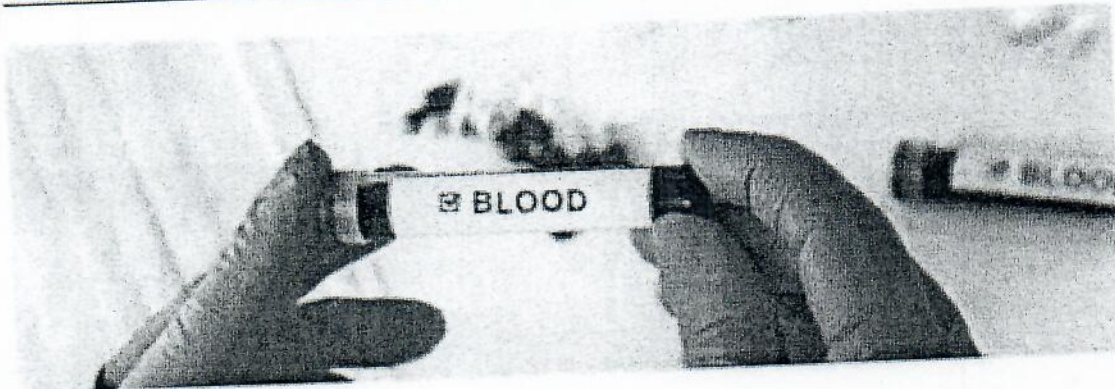
#### • Intelligent Interconnection

Automatic write in and upload consumables and collection information, accurate data grasp.

*Jon*



## Application Department and Applicable Disease Range



### Emergency Department



Poisoning caused by mushroom poison, organic pesticide, acute drug, heavy metal, food and other reasons.

### Nephrology Department



Pulmonary hemorrhagic nephritis syndrome, lupus nephritis, purpuric nephritis, IgA nephropathy, membranous proliferative nephritis, hemolytic uremic syndrome.

### Rheumatology and Immunology Department



Systemic lupus erythematosus, polyarticular arteritis, rheumatoid arthritis.

### Hematology Department



Autoimmune hemolytic anemia, hemolytic uremia, thrombotic thrombocytopenic purpura, high viscosity syndrome.

### Neurology Department



Myasthenia gravis, polyneuritis, Guillain-Barré syndrome, polyneuritis type dyskinesia.

### Hepatology Department



Viral neuritis, drug-induced toxic liver injury, hepatic coma.

### Cardiology Department



Familial hypercholesterolemia

### Health Management Center



Hyperlipidemia

**STATEMENT OF REQUIREMENTS AND  
SCHEDULE OF PRICES**



## Schedule of Requirements and Prices

Item	Description of Goods	Units	Quantity	Rate	Amount (TZS.)	Warranty Period (where applicable)
1.	Blood gas machine Model: ST-200C Manufacturer: Sensacore - India	Pc	1	12,000,000	12,000,000	
2.	Apheresis machine with starter pack Manufacturer: HAIER - China	Set	1	61,100,000	61,100,000	
Five years comprehensive Maintenance inclusive for Blood gas Analyzer 1,600,000 x 5yrs (inc. VAT)					8,000,000	
Five years comprehensive Maintenance inclusive for Apheresis 4,277,000 x 5yrs (inc. VAT)					21,385,000	
Cost for installation cost and training free					1,000,000	
<b>Total Amount for Supply of Goods excluding VAT</b>					<b>103,485,000</b>	
Add VAT					-	
<b>Total Amount for Supply of Goods (including VAT)</b> Goods to supplied to <i>[insert destination of goods]</i>					<b>103,485,000</b>	

Total Amount in TZS.(in words)	<i>One hundred and three million, four hundred and eighty five thousand only.</i>
The delivery period offered is:	45 days/ weeks/ months from date of LPO

Name of Signatory.....ANURAG HASSIJA.....

Authorized Signature..........

Title of Signatory.....DIRECTOR.....

Supplier address.....BOX 5982, DSM.....





MTWARA ZONA:

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
1		Apheresis machine with starter pack	Construction material: Sheet metal Voltage 100-240 V ( $\pm 10\%$ ; switch selectable) Frequency 50/60 Hz Centrifuge speed 3000-7000 rpm (varies with protocol) Pump speed Draw: 20-100 mL/min Return: 20-140 mL/min, Five years comprehensive Maintenance inclusive.	COMPLY 220V, 50Hz  Rated: 7000rpm YES 20-100ml/min

MTWARA RRH

S/n	Item Code	Description of Supplies or Services	Refined technical Specification required including applicable standards	Compliance of specification offered
1		Blood gas machine	<ul style="list-style-type: none"> <li>• Portable</li> <li>• Sample volume 110<math>\mu</math>l</li> <li>• Result in one min after sample aspiration</li> <li>• Power supply -220v with rechargeable battery at least 42mAh</li> </ul> <ul style="list-style-type: none"> <li>• At least 10 parameter pH, pO<sub>2</sub>, pCO<sub>2</sub>, Na, K, Ca, Cl, Glu, Lac and Hct</li> </ul>	YES 140 $\mu$ l YES 220V without rechargeabl e battery YES

Name of Signatory.....ANURAG HASSIJA.....

Authorized Signature..........

Title of Signatory.....DIRECTOR.....

Supplier address.....BOX 5982, DSM.....







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

**STANDARD POWER OF ATTORNEY**

**BY**

**ANUDHA LIMITED**

*("Donor")*

**AND**

**ANURAG HASSIJA**

*("Donee")*

**IN RESPECT OF TENDER NO. PA-010/2020-21/G/40 FOR SUPPLY OF  
LABORATORY EQUIPMENT FOR MTWARA ZONAL AND MTWARA RHH.**

**DRAWN BY:**

Pride Attorneys  
Mshihiri Street  
Morogoro Road  
P.O. Box 315

**DAR ES SALAAM**

Email: [info@prideattorneys.co.tz](mailto:info@prideattorneys.co.tz)

Website: [www.prideattorneys.co.tz](http://www.prideattorneys.co.tz)





**STANDARD POWER OF ATTORNEY**

**TO ALL IT MAY CONCERN**

**THAT BY THIS POWER OF ATTORNEY** given on the 18<sup>th</sup> day of November, 2021.

We the undersigned **ANUDHA LIMITED** of P.O. Box 5982 Morogoro Road, Dar es salaam by virtue of authority conferred to us by the Board Resolution No. 86 of 18<sup>th</sup> day of November, 2021, **DO HEREBY** ordain and nominate **ANURAG HASSIJA** of P.O. Box 2019 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 the following acts in the execution of T'ender No. **PA-010/2020-21/G/40** that is to say;

To act for the company and do any other thing or things incidental for **SUPPLY OF LABORATORY EQUIPMENT FOR MTWARA ZONAL AND MTWARA RHH.**

**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 of Attorney or powers shall remain and be of the same force and effect 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 hereinbefore contained shall do or purport to do in virtue of this Power of Attorney.

**SEALED** with the common seal of the said **ANUDHA LIMITED** and delivered in the presence of us this 18<sup>th</sup> day of November, 2021.

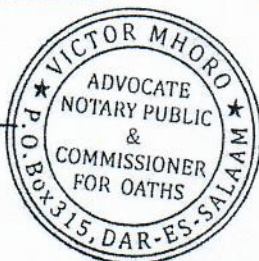
**IN WITNESS WHEREOF** we have signed this deed on the 18<sup>th</sup> day of November, 2021 at Dar es Salaam for and on behalf of **ANUDHA LIMITED**

**SEALED** with the Common Seal of **ANUDHA LIMITED** and **DELIVERED** at Dar es salaam in the presence of us this 18<sup>th</sup> day of November 2021



**BEFORE ME**

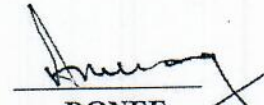
  
**COMMISSIONER FOR OATHS**



**ACKNOWLEDGMENT**

I, **ANURAG HASSIJA**, doth hereby acknowledge and accept to be Attorney of the said **ANUDHA LIMITED** under the terms and conditions contained in the **POWER OF ATTORNEY** and I promise to perform and discharge my duties as the lawfully appointed Attorney. I hereby accept the Special Power of Attorney conferred to me and I will act in good faith in honoring the powers so conferred to me.

**SIGNED** and **DELIVERED** at Dar es Salaam by the said **ANURAG HASSIJA** who is introduced/Identified to me by \_\_\_\_\_ the latter being known to me personally in my presence this 18<sup>th</sup> day of November 2021

  
**DONEE**

**BEFORE ME:**

Name:

Victor Mhoro

Signature:

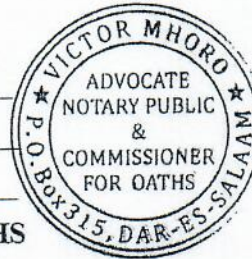


Postal Address:

315 Dsm

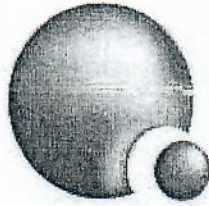
Qualification:

**COMMISSIONER FOR OATHS**









**anudha limited**

**Tender Securing Declaration**

Date: 19/11/2021

**PA/010/2021-22/G/40 for Supply of Laboratory Equipment  
for Mtwara zonal and Mtwara RRH.**

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 Procuring Entity for the period of time to be determined by the Authority, if we are in breach of our obligation(s) under the tender conditions, because we:

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

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

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

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

Signed: 

In the capacity of Director

Name: Anurag Hassija

Duly authorized to sign the tender for and on behalf of: Anudha Limited HA LIMITED

Dated on 19 day of November, 2021

