

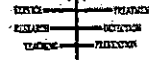


THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

OCEAN ROAD CANCER INSTITUTE

ORCI OCEAN ROAD
CANCER
INSTITUTE



CONTRACT

BETWEEN

OCEAN ROAD CANCER INSTITUTE, TANZANIA

AND

BAHARI PHARMACY LTD, TANZANIA

FOR

SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS
MACHINE FOR MTWARA ZONAL HOSPITAL.

CONTRACT NO. PA-010/2021-22/G/42

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

MAY 2022



Form of Agreement

THIS AGREEMENT (hereinafter called the "Contract") is made this 27th day of May, 2022 between OCEAN ROAD CANCER INSTITUTE (ORCI); a corporation incorporated under the laws of the United Republic of Tanzania and having its principal place of business at junction of Barack Obama road/Luthuli road P.O Box 3592 Dar es Salaam, Tanzania (hereinafter called "the Purchaser") of the one part and BAHARI PHARMACY LTD, a corporation incorporated under the laws of the United Republic of Tanzania and having its principal place of Kipata/Nyamwezi street, P.O Box 40591 Dar es Salaam, Tanzania (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Tenders goods and ancillary services, viz., SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of Tanzania Shilling, One Hundred Forty Nine Million Nine Hundred Ninety Thousand only, TZS 149,990,000/= (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed As an integral part of the Contract:
 - (a) Form of Agreement,
 - (b) Letter of Acceptance
 - (c) Minutes of Negotiations (if any)
 - (d) Form of Tender
 - (e) Special Conditions of Contract,
 - (f) General Conditions of Contract,
 - (g) Specifications
 - (h) Completed Schedules (including Price Schedules), and
 - (i) [Other relevant document(s): *List any*]
3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - a. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the



Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

- b. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the day, month and year specified above.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PURCHASER

THE SUPPLIER

Name: DR JULIUS MWASELA

Name: RUFANUS OLOM

(Authorized Representative)

(Authorized Representative)

Designation: EXECUTIVE DIRECTOR

Designation: MANAGER- INSTITUTIONAL BUSINESS

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date: 07/06/2022

Date: 01/06/2022

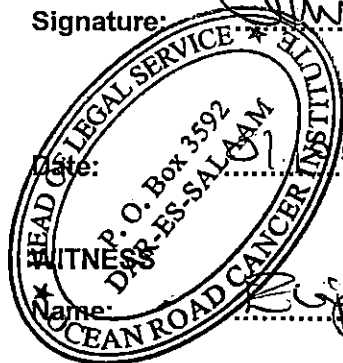
WITNESS

Name: [Handwritten Name]

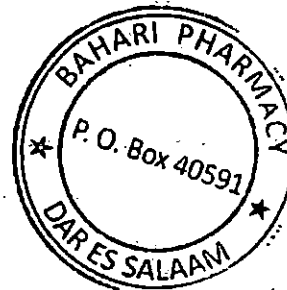
Name: HERI F WAH

Designation: Head of Legal

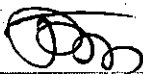
Designation: HEAD OF PROCUREMENT & SALES



OCEAN ROAD CANCER INSTITUTE
P.O. Box 3592
DAR ES SALAAM



SECTION B: LETTER OF ACCEPTANCE (CONTRACT AWARD NOTICE)



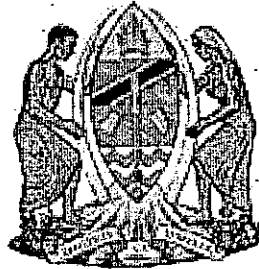
THE UNITED REPUBLIC OF TANZANIA

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 25/05/2022

In reply please quote

PA-010/2021-22/G/42

Name of awarded PE

OCEAN ROAD CANCER INSTITUTE

**RE: SUPPLY, INSTALLATION AND COMMISSIONING OF
APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL
SUB: NOTIFICATION OF CONTRACT AWARD**

1. Reference is being made to the bid documents submitted by 20/05/2022 , for the above captioned matter.
2. Kindly be informed that the Ocean Road Cancer Institute Tender Board during its ordinary Meeting held on 24/05/2022 , approved award of the contract to BAHARI PHARMACY LTD. For SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL at the contract price of TZS 149990000.00 VAT inclusive.
We hope you will provide us with best services

EXECUTIVE DIRECTOR

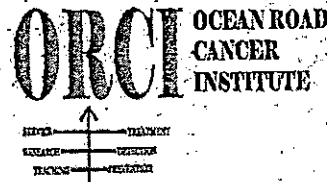
A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

11

LETTER OF ACCEPTANCE



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH
OCEAN ROAD CANCER INSTITUTE



25/5/2022

To: BAHARI PHARMACY LTD
P.O Box 40591
Dar es Salaam,
Tanzania

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. PA-010/2021-22/G/42
FOR SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR
MTWARA ZONAL HOSPITAL.

This is to notify you that, your tender dated 19/5/2022 for execution of the SUPPLY,
INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR
MTWARA ZONAL HOSPITAL-PA-010/2021-22/G/40 for the Accepted Contract
Amount of the equivalent of Tanzania Shilling, One Hundred Forty Nine Million Nine
Hundred Ninety Thousand only, TZS 149,990,000/=, as corrected and modified in
accordance with the Instructions to Tenderers is hereby accepted.

You are requested to furnish the Performance Security within 14 days in accordance with
the Conditions of Contract, using for that purpose the Forms included in Section X,
Contract Forms of the Tendering Document.

Authorized Signature:

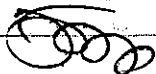
Name and Title of Signatory: DR. JULIUS MWAISELAGE, EXECUTIVE DIRECTOR

Name of Agency: OCEAN ROAD CANCER INSTITUTE

Attachment: Contract Agreement

Copy: PPRA, CAG, Office of Attorney General, GAMD, IAG, TRA and
Adjudicator's Appointing Authority (where applicable)

SECTION C: MINUTES OF NEGOTIATIONS



NEGOTIATION MEETING

SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL

Venue: Executive Director Board Room

Date: 25/05/2022

Quotation no: PA-010/2021-22/G/42

Attendance:

1. Mohamed Mbwana	Chairman	ORCI
2. Dr. Asafu Munema	Secretary	ORCI
3. Isaac Paul	Member	Mtwara
4. Mary C. Katwaza	Member	Bahari

Agenda

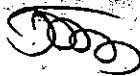
1. Opening of the meeting
2. Adoption of the agenda
3. Discussion on areas for technical and financial negotiation
4. Conclusion
5. AOB
6. Closing of the meeting

1. Opening of the meeting

The meeting was opened by the chairman of Negotiation team at 12:27 pm, by welcoming all the members including the representatives from Bahari Pharmacy Limited to introduce themselves, which they all complied. The chairman went on explaining the purpose of the meeting and proceeded with agenda number

2.

1 | Page



2. Adoption of the Agenda

All Agenda were read out and confirmed.

3. Discussion on areas for Technical and Financial Negotiation

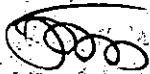
There was no issue for discussion on technical aspects of Apheresis machine, for the supplier complied with all technical aspect of the machine required. However; the quoted price for supply, Installation and Commissioning of Apheresis machine was read out at the meeting to be **TZS 155,000,000** while the allocated budget was **TZS 150,000,000**.

The need for negotiation between the health facilities and Bahari Pharmacy Limited was to discuss and negotiate on reducing the cost to be within the allocated budget. After detailed discussion, Bahari Pharmacy Limited agreed to reduce the cost to Supply, install and commission Apheresis machine for Mtwara Zonal Hospital from **TZS 155,000,000** to **TZS 149,990,000**. With this price Bahari Pharmacy will be able to supply, install, commission the machine and as well supply 15 starter packs with no added cost. In addition the supplier will provide maintenance of the machine for one year after warranty period.

The supplier also agreed to supply the machine before end of June 2022 (Between 2nd and 3rd week of June, 2022). This should be facilitated by providing notification of the award that shows commitment (should have information that instructs the supplier to proceed with ordering the machine while waiting to sign the contract). Ocean Road Cancer Institute promised to provide notification of the award before end of this week to facilitate the process.

4 Conclusion

It was agreed by both parties that, Bahari Pharmacy Limited will Supply, Install and Commission Apheresis Machine for Mtwara Zonal Hospital at a



total cost of TZS 149,990,000. The cost will cover one year of maintenance after warranty period and 15 starter packs. The machine will be delivered by 3rd week of June, 2022.

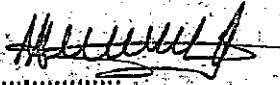
5 AOB

There was no AOB.

6. Closing of the Meeting

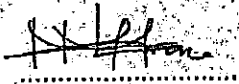
The meeting was concluded at 3:43 PM.

Prepared by

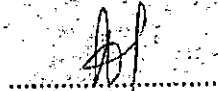


Dr. Asafu Munema
Secretary / ORCI

Approved by:



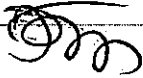
Mohamed Mbwana
Chairman
Ocean Road Cancer Institute



Mary C. Katwaza
CEO
Bahari Pharmacy Limited



SECTION D: FORM OF TENDER



BAHARI PHARMACY LTD.

PO BOX 40591 DAR ES SALAAM
TEL: +255-22-2183178 Mobile 0773 264153 FAX: +255-22-21182859
E-mail: ch@baharipharma.com

FORM OF TENDER

Date: 19th May 2022

**OCEAN ROAD CANCER INSTITUTE "IFT No.: PA-010/2021-2022/G/42
SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR
MTWARA ZONAL HOSPITAL**

TO: OCEAN ROAD CANCER INSTITUTE

Gentlemen and/or Ladies:

Having examined the Tendering Documents including Addenda Nos: PA-010/2021-2022/G/42, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Supply, Installation And Commissioning Of Apheresis Machine For Mtwara Zonal Hospital in conformity with the said Tendering Documents for the sum of TZS 155,000,000.00 (one hundred fifty five million Tanzania Shillings) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

We agree to abide by this Tender for the Tender Validity Period specified in ITT 17.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

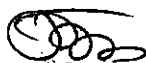
We are not participating, as Tenderers, in more than one Tender in this tendering process, other than alternative offers in accordance with the Tendering Documents.

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

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

Name and address of agent or recipient	Amount and currency	Purpose of Commission or gratuities
None	None	None

(if none state "none")



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

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

Dated this 19th day of May, 2022

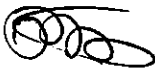
Name: RICHARD OLOTU

In Capacity Of : INSTITUTION BUSINESS MANAGER



[signature]

Duly authorized to sign Tender for and on behalf of BAHARI PHARMACY LIMITED



SECTION E: SPECIAL CONDITIONS OF CONTRACT



SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses. *The notes in Italics are only intended to guide the PE in filling in the Tender Data Sheet. They should not appear in the Final TDS to be issued to prospective Tenderers*

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Appointing Authority for the Arbitrator	1.1(b)	The appointing authority for the Arbitrator is Tanzania Institute Arbitration
2.	Commencement Date	1.1(d)	The Commencement Date is: Immediately after date of contract signing by both parties
3.	Intended Delivery Date	1.1(n)	The Intended Delivery Date is: 3th of June 2022
4.	Name of Purchaser	1.1(k & p)	The Purchaser is: OCEAN ROAD CANCER INSTITUTE
5.	Name of Supplier	1.1(q)	The Supplier is: BAHARI PHARMACY LTD, Kipata/Nyamwezi street, P.O Box 40591 Dar es Salaam, Tanzania
6.	Project Name	1.1(r)	The Project name is: SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL
7.	End User	1.1(u)	The End User is MTWARA ZONAL HOSPITAL
8.	Conditions Precedent	3.1.	Conditions precedent to Contract effectiveness shall be- After signing the contract
9.	Date for meeting Condition precedent	3.2	Date for meeting Condition precedent After signing the contract
10.	Governing Language	4.1.	The Governing Language shall be: English and Kiswahili
11.	Applicable Law	5.1	The Applicable Law shall be: Laws of the Laws of Tanzania.
12.	Performance Security/Performance Securing Declaration	10.1	Performance Security is applicable. In the case of Performance Security, it shall be in the form of: <i>[Insert form of Performance Security]- delete if not applicable,</i> The Performance Security shall be in the form of Unconditional Bank Guarantee. The Performance Security shall be The amount of Performance Security shall be ten percent (10%) of the contract price.]
13.	Reduction of	10.3	After delivery and acceptance of the Goods, the

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	Amount of Performance Security		performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2
14.	Required Inspections and Tests	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract.</p>
15.	Packing of Goods	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Purchaser in the Technical Specification.</p>
16.	Delivery Documents of Goods from Abroad	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			<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 Purchaser 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>
17.	Incoterms.	13.2	Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): <i>[insert version]</i> - (DDP)
18.	Delivery Documents of Goods from Tanzania	13.3	<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 Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
19.	Insurance	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.



Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
20.	Incidental Services	16.1	Incidental services to be provided are: <i>[Selected services covered under GCC 16 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>
21.	Spare Parts	17.1	Additional spare parts requirements are: 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.
22.	Warranty Period	18.2	GCC 17.2—In partial modification of the provisions, 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 Purchaser 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. Should have at least a one-year warranty and The equipment should have a Service Contract of 12 months
23.	Period of Correction of Defects	18.4 & 18.5	The period for correction of defects in the warranty period is: one-year
24.	Payment of Goods from Abroad	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad:

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>Payment of foreign-currency portion shall be made in TZS</p> <ul style="list-style-type: none"> (i) Advance Payment: 50 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the Purchaser. (ii) On Shipment: 30 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 13.1. (iii) On Acceptance: 20 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 Purchaser. <p>Payment of local currency portion shall be made in TZS within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
25.	Payment of Goods from Within Tanzania	19.1	<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> <ul style="list-style-type: none"> (i) Advance Payment: 50 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Purchaser. (ii) On Delivery: 30 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 13.3. (iii) On Acceptance: The remaining 20 percent of the Contract Price shall be paid to



Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
26.	Interest on Late Payment	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be -N/A
27.	Currencies of Payment	19.4 & 19.5	Currency(ies) of Payment shall be TZS -----
28.	Price Adjustment	20.2 & 20.3	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. The contract is not subject to price adjustment.
29.	Liquidated Damages	26.1	Applicable rate: 0.01 per cent Maximum deduction: is equal to the performance security. <i>Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.</i>
30.	Arbitration Institution and Place for Carrying out Arbitration	31.3	Arbitration institution shall be Tanzania Institute of Arbitrators Place for carrying out Arbitration [<i>insert: full address of the place/location</i>] Arbitration will take place at Dar es salaam, Tanzania in accordance with rules and regulations published by Tanzania Institute of Arbitrators
31.	Addresses for Issuing Notices	33.1	—Purchaser's address for notice purposes: Executive Director, Ocean Road Cancer Institute Luthuli/Samora avenue, P.o Box 3592 Tel. +255 22 2127597 Fax 255-22-2118704 Dar Es Salaam - through ONLINE- TANEPS (Tanzanian National e-Procurement System) —Supplier's address for notice purposes: BAHARI PHARMACY LTD, Kipata/Nyamwezi street, P.O Box 40591 Dar es Salaam, Tanzania



THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

OCEAN ROAD CANCER INSTITUTE

ORCI OCEAN ROAD
CANCER
INSTITUTE



CONTRACT

BETWEEN

OCEAN ROAD CANCER INSTITUTE, TANZANIA

AND

BAHARI PHARMACY LTD, TANZANIA

FOR

SUPPLY, INSTALLATION AND COMMISIONING OF APHERESIS
MACHINE FOR MTWARA ZONAL HOSPITAL.

CONTRACT NO. PA-010/2021-22/G/42

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

MAY 2022

Form of Agreement

THIS AGREEMENT (hereinafter called the "Contract") is made this 27th day of May, 2022 between OCEAN ROAD CANCER INSTITUTE (ORCI); a corporation incorporated under the laws of the United Republic of Tanzania and having its principal place of business at junction of Barack Obama road/Luthuli road P.O Box 3592 Dar es Salaam, Tanzania (hereinafter called "the Purchaser") of the one part and BAHARI PHARMACY LTD, a corporation incorporated under the laws of the United Republic of Tanzania and having its principal place of Kipata/Nyamwezi street, P.O Box 40591 Dar es Salaam, Tanzania (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Tenders goods and ancillary services, viz., SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of Tanzania Shilling, One Hundred Forty Nine Million Nine Hundred Ninety Thousand only, TZS 149,990,000/= (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed As an integral part of the Contract:
 - (a) Form of Agreement,
 - (b) Letter of Acceptance
 - (c) Minutes of Negotiations (if any)
 - (d) Form of Tender
 - (e) Special Conditions of Contract,
 - (f) General Conditions of Contract,
 - (g) Specifications
 - (h) Completed Schedules (including Price Schedules), and
 - (i) [Other relevant document(s): *List any*]
3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - a. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the



Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

- b. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the day, month and year specified above.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PURCHASER

THE SUPPLIER

Name: DR JULIUS MWASELA

Name: RICHARD GLOM

(Authorized Representative)

(Authorized Representative)

Designation: EXECUTIVE DIRECTOR

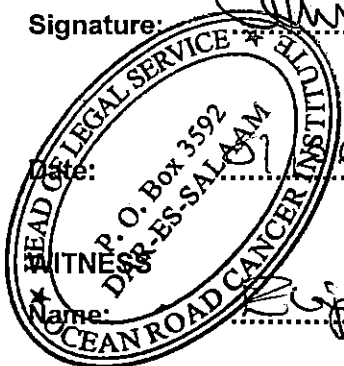
Designation: MANAGER - INSTITUTIONAL BUSINESS

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date: 01/06/2022

Date: 01/06/2022



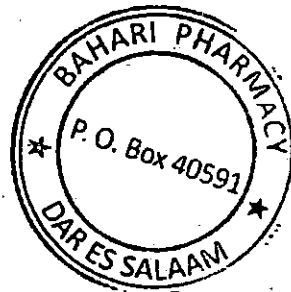
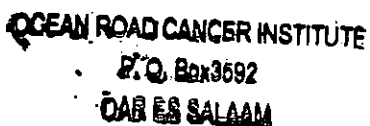
WITNESS

Name: [Handwritten Name]


Name: HERI F. WANI

Designation: Head of Legal Serv

Designation: HEAD OF PROCUREMENT & SALES.



SECTION B: LETTER OF ACCEPTANCE (CONTRACT AWARD NOTICE)



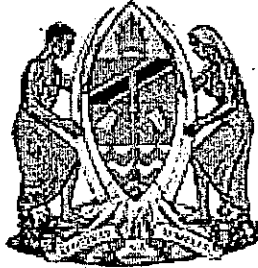
THE UNITED REPUBLIC OF TANZANIA

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 25/05/2022

In reply please quote

PA-010/2021-22/G/42

Name of awarded PE

OCEAN ROAD CANCER INSTITUTE

**RE: SUPPLY, INSTALLATION AND COMMISIONING OF
APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL
SUB: NOTIFICATION OF CONTRACT AWARD**

1. Reference is being made to the bid documents submitted by 20/05/2022 , for the above captioned matter.

2. Kindly be informed that the Ocean Road Cancer Institute Tender Board during its ordinary Meeting held on 24/05/2022 , approved award of the contract to BAHARI PHARMACY LTD. For SUPPLY, INSTALLATION AND COMMISIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL at the contract price of TZS 149990000.00 VAT inclusive.

We hope you will provide us with best services

EXECUTIVE DIRECTOR

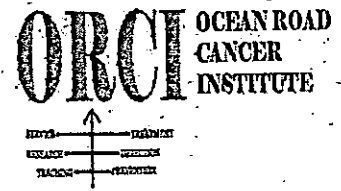
A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

11

LETTER OF ACCEPTANCE



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF HEALTH
OCEAN ROAD CANCER INSTITUTE



25/5/2022

To: BAHARI PHARMACY LTD
P.O Box 40591
Dar es Salaam,
Tanzania

RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO. PA-010/2021-22/G/42 FOR SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL.

This is to notify you that, your tender dated 19/5/2022 for execution of the SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL-PA-010/2021-22/G/40 for the Accepted Contract Amount of the equivalent of Tanzania Shilling, One Hundred Forty Nine Million Nine Hundred Ninety Thousand only, TZS 149,990,000/=, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted.

You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of Contract, using for that purpose the Forms included in Section X, Contract Forms of the Tendering Document.

Authorized Signature:

Name and Title of Signatory: DR. JULIUS MWAISELAGE, EXECUTIVE DIRECTOR

Name of Agency: OCEAN ROAD CANCER INSTITUTE

Attachment: Contract Agreement
Copy: PPRA, CAG, Office of Attorney General, GAMD, IAG, TRA and Adjudicator's Appointing Authority (where applicable)

SECTION C: MINUTES OF NEGOTIATIONS

(Handwritten scribble)

NEGOTIATION MEETING

SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL

Venue: Executive Director Board Room

Date: 25/05/2022

Quotation no: PA-010/2021-22/G/42

Attendance:

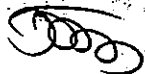
1. Mohamed Mbwana	Chairman	ORCI
2. Dr. Asafu Munema	Secretary	ORCI
3. Isaac Paul	Member	Mtwara
4. Mary C. Katwaza	Member	Bahari

Agenda

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

1. Opening of the meeting

The meeting was opened by the chairman of Negotiation team at 12:27 pm, by welcoming all the members including the representatives from Bahari Pharmacy Limited to introduce themselves, which they all complied. The chairman went on explaining the purpose of the meeting and proceeded with agenda number 2.



2. Adoption of the Agenda

All Agenda were read out and confirmed.

3. Discussion on areas for Technical and Financial Negotiation

There was no issue for discussion on technical aspects of Apheresis machine, for the supplier complied with all technical aspect of the machine required. However; the quoted price for supply, Installation and Commissioning of Apheresis machine was read out at the meeting to be **TZS 155,000,000** while the allocated budget was **TZS 150,000,000**.

The need for negotiation between the health facilities and Bahari Pharmacy Limited was to discuss and negotiate on reducing the cost to be within the allocated budget. After detailed discussion, Bahari Pharmacy Limited agreed to reduce the cost to Supply, Install and commission Apheresis machine for Mtwara Zonal Hospital from **TZS 155,000,000** to **TZS 149,990,000**. With this price Bahari Pharmacy will be able to supply, install, commission the machine and as well supply 15 starter packs with no added cost. In addition the supplier will provide maintenance of the machine for one year after warranty period.

The supplier also agreed to supply the machine before end of June 2022 (Between 2nd and 3rd week of June, 2022). This should be facilitated by providing notification of the award that shows commitment (should have information that instructs the supplier to proceed with ordering the machine while waiting to sign the contract). Ocean Road Cancer Institute promised to provide notification of the award before end of this week to facilitate the process.

4 Conclusion

It was agreed by both parties that, Bahari Pharmacy Limited will Supply, Install and Commission Apheresis Machine for Mtwara Zonal Hospital at a



total cost of TZS 149,990,000. The cost will cover one year of maintenance after warranty period and 15 starter packs. The machine will be delivered by 3rd week of June, 2022.

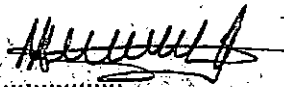
5 AOB

There was no AOB.

6. Closing of the Meeting

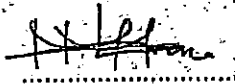
The meeting was concluded at 3:43 PM.

Prepared by

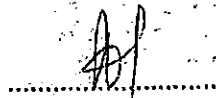


Dr. Asafu Munema
Secretary / ORCI

Approved by:



Mohamed Mbwana
Chairman
Ocean Road Cancer Institute



Mary C. Katwaza
CEO
Bahari Pharmacy Limited



SECTION D: FORM OF TENDER

[Handwritten signature]

BAHARI PHARMACY LTD.

PO BOX 40591 DAR ES SALAAM

TEL: +255-22-2183178 Mobile 0773 264153 FAX: +255-22-21182859

E-mail: ck@baharipharma.com

FORM OF TENDER

Date: 19th May 2022

**OCEAN ROAD CANCER INSTITUTE "IFT No.: PA-010/2021-2022/G/42
SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR
MTWARA ZONAL HOSPITAL**

TO: OCEAN ROAD CANCER INSTITUTE

Gentlemen and/or Ladies:

Having examined the Tendering Documents including Addenda Nos: PA-010/2021-2022/G/42, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **Supply, Installation And Commissioning Of Apheresis Machine For Mtwara Zonal Hospital** in conformity with the said Tendering Documents for the sum of TZS 155,000,000.00 (one hundred fifty five million Tanzania Shillings) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

We agree to abide by this Tender for the Tender Validity Period specified in ITT 17.1, 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.

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

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

Name and address of agent Or recipient	Amount and currency	Purpose of Commission or gratuities
None	None	None

(if none state "none")



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

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

Dated this 19th day of May, 2022

Name: RICHARD OLOTU

In Capacity Of : INSTITUTION BUSINESS MANAGER




[signature]

Duly authorized to sign Tender for and on behalf of BAHARI PHARMACY LIMITED




SECTION E: SPECIAL CONDITIONS OF CONTRACT



SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses. *The notes in Italics are only intended to guide the PE in filling in the Tender Data Sheet. They should not appear in the Final TDS to be issued to prospective Tenderers*

Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
1.	Appointing Authority for the Arbitrator	1.1(b)	The appointing authority for the Arbitrator is Tanzania Institute Arbitration
2.	Commencement Date	1.1(d)	The Commencement Date is: Immediately after date of contract signing by both parties
3.	Intended Delivery Date	1.1(n)	The Intended Delivery Date is: 3th of June 2022
4.	Name of Purchaser	1.1(k & p)	The Purchaser is: OCEAN ROAD CANCER INSTITUTE
5.	Name of Supplier	1.1(q)	The Supplier is: BAHARI PHARMACY LTD, Kipata/Nyamwezi street, P.O Box 40591 Dar es Salaam, Tanzania
6.	Project Name	1.1(r)	The Project name is: SUPPLY, INSTALLATION AND COMMISIONING OF APHERESISI MACHINE FOR MTWARA ZONAL HOSPITAL
7.	End User	1.1(u)	The End User is MTWARA ZONAL HOSPITAL
8.	Conditions Precedent	3.1.	Conditions precedent to Contract effectiveness shall be- After signing the contract
9.	Date for meeting Condition precedent	3.2.	Date for meeting Condition precedent After signing the contract
10.	Governing Language	4.1.	The Governing Language shall be: English and Kiswahili
11.	Applicable Law	5.1	The Applicable Law shall be: Laws of the Laws of Tanzania.
12.	Performance Security/Performance Securing Declaration	10.1	Performance Security is applicable. In the case of Performance Security, it shall be in the form of: <i>[Insert form of Performance Security]- delete if not applicable,</i> The Performance Security shall be in the form of Unconditional Bank Guarantee. The Performance Security shall be The amount of Performance Security shall be ten percent (10%) of the contract price.]
13.	Reduction of	10.3	After delivery and acceptance of the Goods, the

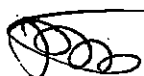


Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
	Amount of Performance Security		performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 18.2
14.	Required Inspections and Tests	11.1	<p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself which should be attached with the certificate(s) of the manufacturer(s) to the Purchaser in order to ensure that the goods are manufactured in compliance with the contract.</p>
15.	Packing of Goods	12.2	<p>The following SCC shall supplement GCC 12.2:</p> <p>The Goods shall be packed properly in accordance with standard export packing specified by the Purchaser in the Technical Specification.</p>
16.	Delivery Documents of Goods from Abroad	13.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and

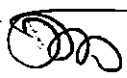
Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</p> <p>The above documents shall be received by the Purchaser 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>
17.	Incoterms	13.2	Version of the current edition of INCOTERMS published by the International Chamber of Commerce (www.iccwbo.org): <i>[insert version]</i> - (DDP)
18.	Delivery Documents of Goods from Tanzania	13.3	<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 Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
19.	Insurance	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.



Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the SCC
20.	Incidental Services	16.1	Incidental services to be provided are: <i>[Selected services covered under GCC 16 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>
21.	Spare Parts	17.1	Additional spare parts requirements are: 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.
22.	Warranty Period	18.2	GCC 17.2—In partial modification of the provisions, 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 Purchaser 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. Should have at least a one-year warranty and The equipment should have a Service Contract of 12 months
23.	Period of Correction of Defects	18.4 & 18.5	The period for correction of defects in the warranty period is: one-year
24.	Payment of Goods from Abroad	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad:



Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			<p>Payment of foreign currency portion shall be made in TZS</p> <ul style="list-style-type: none"> (i) Advance Payment: 50 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tendering Documents or another form acceptable to the Purchaser. (ii) On Shipment: 30 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 13.1. (iii) On Acceptance: 20 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 Purchaser. <p>Payment of local currency portion shall be made in TZS within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
25.	Payment of Goods from Within Tanzania	19.1	<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> <ul style="list-style-type: none"> (i) Advance Payment: 50 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tendering Documents or another form acceptable to the Purchaser. (ii) On Delivery: 30 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 13.3. (iii) On Acceptance: The remaining 20 percent of the Contract Price shall be paid to



Ser. No	Information/Data Required	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
			the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
26.	Interest on Late Payment	19.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be -N/A
27.	Currencies of Payment	19.4 & 19.5	Currency(ies) of Payment shall be TZS -----
28.	Price Adjustment	20.2 & 20.3	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. The contract is not subject to price adjustment.
29.	Liquidated Damages	26.1	Applicable rate: 0.01 per cent Maximum deduction: is equal to the performance security. <i>Note: 0.1 to 0.2 per cent per day of undelivered materials/good's value.</i>
30.	Arbitration Institution and Place for Carrying out Arbitration	31.3	Arbitration institution shall be Tanzania Institute of Arbitrators Place for carrying out Arbitration [<i>insert: full address of the place/location</i>] Arbitration will take place at Dar es salaam, Tanzania in accordance with rules and regulations published by Tanzania Institute of Arbitrators
31.	Addresses for Issuing Notices	33.1	—Purchaser's address for notice purposes: Executive Director, Ocean Road Cancer Institute Luthuli/Samora avenue, P.o Box 3592 Tel. +255 22 2127597 Fax 255-22-2118704 Dar Es Salaam - through ONLINE- TANePS (Tanzanian National e-Procurement System) —Supplier's address for notice purposes: BAHARI PHARMACY LTD, Kipata/Nyainwezi street, P.O Box 40591 Dar es Salaam, Tanzania

SECTION F: GENERAL CONDITIONS OF CONTRACT



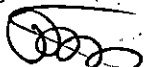
GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

1. Definitions.....	95
2. Application and interpretation.....	97
3. Conditions Precedent.....	97
4. Governing Language.....	98
5. Applicable Law.....	98
6. Country of Origin.....	98
7. Standards.....	98
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania.....	98
9. Patent and Copy Rights.....	99
10. Performance Securities.....	99
11. Inspections and Test.....	100
12. Packing.....	100
13. Delivery and Documents.....	101
14. Insurance.....	101
15. Transportation.....	101
16. Incidental Services.....	101
17. Spare Parts.....	102
18. Warranty.....	103
19. Payment.....	103
20. Prices.....	104
21. Change Orders.....	104
22. Contract Amendments.....	105
23. Assignment.....	105
24. Subcontracting.....	105
25. Delays in the Supplier's Performance.....	105
26. Liquidated Damages.....	106
27. Termination for Default.....	106
28. Force Majeure.....	107
29. Termination for Insolvency.....	108
30. Termination for Convenience.....	108
31. Disputes Resolution.....	108
32. Limitation of Liability.....	109
33. Notices.....	109
34. Taxes and Duties.....	109




1. Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		<ul style="list-style-type: none"> a) The Arbitrator is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes. b) "The Contract" means the agreement entered into between the Purchaser (PE) and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. c) The Commencement Date is the date when the Supplier shall commence execution of the contract as specified in the SCC. d) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. e) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. f) Days are calendar days. g) "Defective Goods" are goods which are below standards, requirements or specifications stated by the Contract. h) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under Contract. i) "Effective Contract date" is the date shown in the Certificate of Contract Commencement issued by the Purchaser upon fulfillment of the conditions precedent stipulated in GCC 3. j) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution. k) "End User" means the organization(s) where the goods will be used, as named in the SCC. l) "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a



Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

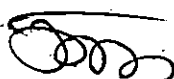
- m) **"GCC"** means the General Conditions of Contract contained in this section.
- n) **The Intended Delivery Date** is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC
- o) **"The Purchaser"** means the Procuring Entity purchasing the Goods and related service as named in the SCC
- p) **"The Related Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
- q) **"The Project Name"** means the name of the project stated in SCC.
- r) **"Origin"** means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- s) **SCC** means the Special Conditions of Contract.
- t) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- u) **The Supplier** means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.
- v) **The Supplier's Tender** is the completed Tender



		document submitted by the Supplier to the Purchaser
2. Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: (1) Form of Contract, (2) Letter of Acceptance (3) Negotiation Minutes (4) Form of Tender (5) Special Conditions of Contract, (6) General Conditions of Contract, (7) Specifications (8) Completed Schedules (including Price Schedules), and (9) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
3. Conditions Precedent	3.1	The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the SCC.
	3.2	If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect.
	3.3	If the Purchaser is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.



4. Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the language specified in SCC. Subject to this Clause, the version of the Contract written in the specified language shall govern its interpretation.
5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Tanzania, unless otherwise specified in SCC.
6. Country of Origin	6.1	The origin of Goods and Services may be distinct from the nationality of the Supplier.
7. Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	The Supplier shall not, without the 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 as far as may be necessary for purposes of such performance.
	8.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC 7.1 [Standards] except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in GCC 7.1 [Standards] 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.
	8.4	The Supplier shall permit the Government of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Tanzania or / and the appropriate donor agencies, if so required by the Government of Tanzania or / and the appropriate donor agencies.

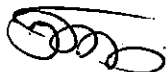


9. Patent and Copy Rights	9.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
	9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10. Performance Securities	10.1	The Performance Security or Performance Securing Declaration shall be provided to the Purchaser no later than the date specified in the Letter of Acceptance. In the case of Performance Security, it shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
	10.2	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	10.3	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, unless otherwise specified in SCC.
	10.4	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent for the Unconditional Bank Guarantee or 15% for Surety Bond of the initial Contract Price.
	10.5	In the case of Performance Securing Declaration, it shall remain in force until the completion of the Supply Contract, and in the event the Supplier failing to execute the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.

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



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



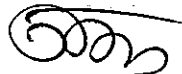
		and/or start-up of the supplied Goods;
		b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17. Spare Parts	17.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
		a) Such spare parts as the 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: <ul style="list-style-type: none"> 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, the blueprints, drawings, and specifications of the spare parts, if requested.

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

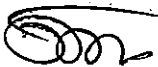
	19.3	Payments shall be made promptly by the Purchaser, within twenty eight (28) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
	19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Tender.
	19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 19.4
20. Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
	20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for Tender validity extension, as the case may be.
	20.3	Prices payable to the Supplier, if subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components shall be done in accordance with the formula shown in the SCC.
21. Change Orders	21.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC 22 [Contract Amendments], make changes within the general scope of the Contract in any one or more of the following:
		a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
		b) The method of shipment or packing;
		c) The place of delivery; and/or
		d) The Services to be provided by the Supplier.

	21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
	21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22. Contract Amendments	22.1	Subject to GCC 21 [Change Orders], no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. Assignment	23.1	Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Subcontracting	24.1	The Supplier shall consult the Purchaser in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
25. Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the 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.
	25.3	Except as provided under GCC 28 [Force Majeure], a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26 [Liquidated Damages], unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.

26. Liquidated Damages	26.1	Subject to GCC Clause 28 [Force Majeure], if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in SCC. Once the said maximum is reached, the Purchaser may consider termination of the Contract pursuant to this Clause.
27. Termination for Default	27.1	The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	27.2	<p>Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <ul style="list-style-type: none"> a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 24; or b) the Supplier fails to perform any other obligation(s) under the Contract; c) The supplier has abandoned or repudiated the contract. d) The Purchaser or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; e) a payment is not paid by the Purchaser to the Supplier after 84 days from the due date for payment; f) the Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and g) If the Purchaser determines, based on the reasonable evidence that the Supplier has engaged in corrupt, coercive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		<p>For the purpose of this clause:</p> <p>"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any</p>



		<p>party or the property of the party for the purpose of influencing improperly the action of that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>"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 practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels to deprive the Purchaser of the benefits of free and open competition;</p> <p>"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Contract;</p>
	27.4	In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28. Force Majeure	28.1	Notwithstanding the provisions of GCC 25 [Delays in Suppliers Performance], GCC 26 [Liquidated Damages], and GCC 27 [Termination for Default], neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
	28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the 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.



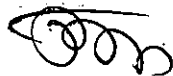
29. Termination for Insolvency	29.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
30. Termination for Convenience	30.1	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 Contract is terminated, and the date upon which such termination becomes effective.
	30.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and price. 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 and Services and for materials and parts previously procured by the Supplier.
31. Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to arbitration
	31.2	If, after Fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Supplier or the Purchaser may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. 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 handover of the Assets under the Contract.

	31.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
32. Limitation of Liability	32.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8, a) The supplier shall not be liable to the 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 or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..
33. Notices	33.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
	33.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
34. Taxes and Duties	34.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
	34.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	34.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION G: SPECIFICATIONS

"Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

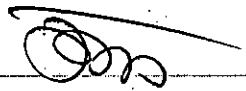
Item No	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]
1	SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL	<p>Apheresis Machine for blood component collection:</p> <ol style="list-style-type: none"> 1. Device commonly used in Blood Collection Centres with the flexibility to collect in combinations; Platelets, Plasma, and/or Packed Red Blood Cell (RBC) 2. Can collect a minimum of 1 dose of each; Platelet, Plasma, and Packed Red Blood Cell (depending on donor parameters) but can collect up to 3 platelet doses from a single donor 3. Should have the capability of collecting 3×10^{11} or more platelets from a single donor within 60 minutes using a single-arm 4. Maximum collection time should be 120 – 150 minutes 5. It should allow the collection of up to two units of Leuco-reduced RBC and platelets, hence no need for filters 6. On entering the patient data and procedure characteristic, the system automatically set run parameters with predicted run results and should decide yield based on the post HCT, Platelet count and percentage of blood volume to be depleted from donor 7. It should have a fully automated microprocessor with a controlled continuous flow Cell Separator and user-friendly touch screen operation 8. It should allow automatic addition of storage solution through filters to decrease RBC loss. 9. It should operate on battery backup (UPS) for at least two hours. 10. It should have self-loading pumps to simplify and speed up apheresis kit installation



		<ol style="list-style-type: none"> 11. Dimensions (cm): Height 140-180cm x Width 60-80cm x Depth 60-90cm x Weight 75-180cm 12. Weight (kg) of the device should range between 90-100 13. The floor space for the device should be 60 x 80 cm 14. Should be mobile and easily transportable to the donor site 15. Consumables Sets, tubing, anticoagulant & replacement fluids price covers all types and variations 16. Shelf-life for consumables should be 18-24 months when shipping and 2-5 days for platelets 17. The device should contain the manual override system, blood flow monitor, in-line air detector, integral blood filter, anticoagulant flow indicator, collection volume pre-set device, visual audible alarm for procedure completion, automatic standby mode for power failure, and power up self-check to include all critical safety and operational procedures. 18. Apheresis sets should have a closed system, a visual system to minimize the risk of transposition of fluid lines, a microbial filter on 'spiked' lines, a diversion line and pouch for sampling, and a means of preventing incorrect connections to the set for IV fluid (e.g. saline) and anticoagulant. 19. The device should only be able to use single-use apheresis set for collection and storage of all collected blood components, with an anticoagulant 20. Device should have an incorporated tube sealing system 21. Device does not require saline replacement for donors 22. Device should provide parameters for accepted total blood volume and citrate reinfusion rate calculation algorithm, fixed upper limit citrate reinfusion, upper limit total collection volume, must not exceed predetermined fluid reinfusion limits (e.g. citrate, saline), for alarm and prevent use of incorrect set (incongruent) for programmed procedure and prevent procedure where predicted post-collection parameters fall outside programmable safety limits.
--	--	--

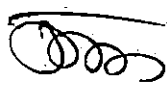


		<ul style="list-style-type: none"> 23. Automatically verifies the correct positioning of tubes, bags, frangible connectors, and fluid flow based on the selected protocol 24. Actively indicates component flow and weight, clamp positions, and sealing functions using color changes 25. Issues both an audible signal and a visual alert (operation indicator) when the process is complete or if errors occur 26. Provides pure components through intelligent interaction of a flow regulator and optical sensors 27. Device has the capability to detect leakage in the centrifuge during collection 28. Offers special subroutines, such as air removal in filtered blood, aliquoting, buffy coat dilution, and more 29. Delivery should be accompanied by 15 starter-pack donation kits for PRBC, Platelets & Plasma for user training and installation validations 30. Should be able to be connected to the existing Blood Donor Information Management System (if needed) 31. Equipment should be CE marked or ISO Certification 32. Manufacturers must comply with Good Automated Manufacturing Practice (GAMP) 33. Should have at least a one-year warranty. 34. The equipment should have a Service Contract of 12 months <p>Installation and user training at the site of delivery should be inclusive: Southern Zone Blood Transfusion Centre-Mtwara</p>
--	--	--



SPECIFICATION AND COMPLIANCE SHEET
TENDER NUMBER: PA-010/2021-2022/G/42

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
A	B	C	D
1	Apheresis Machine for blood component collection:	Comply	
2	Device commonly used in Blood Collection Centres with the flexibility to collect in combinations; Platelets, Plasma, and/or Packed Red Blood Cell (RBC)	Comply	
3	Can collect a minimum of 1 dose of each; Platelet, Plasma, and Packed Red Blood Cell (depending on donor parameters) but can collect up to 3 platelet doses from a single donor	Comply	
4	Should have the capability of collecting 3×10^{11} or more platelets from a single donor within 60 minutes using a single-arm	Comply	
5	Maximum collection time should be 120 - 150 minutes	Comply	
6	It should allow the collection of up to two units of Leuco-reduced RBC and platelets, hence no need for filters	Comply	
7	On entering the patient data and procedure characteristic, the system automatically set run parameters with predicted run results and should decide yield based on the post HCT, Platelet count and percentage of blood volume to be depleted from donor	Comply	
8	It should have a fully automated microprocessor with a controlled continuous flow Cell Separator and user-friendly touch screen operation	Comply	

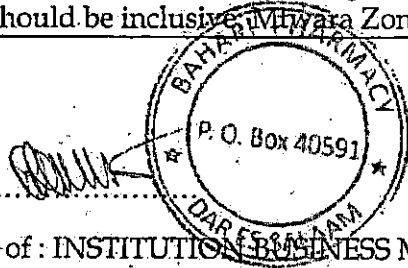


9	It should allow automatic addition of storage solution through filters to decrease RBC loss.	Comply	
10	It should operate on battery backup (UPS) for at least two hours	Comply	
11	It should have self-loading pumps to simplify and speed up apheresis kit installation	Comply	
12	Dimensions (cm): Height 140-180cm x Width 60-80cm x Depth 60-90cm x Weight 75-180cm	Comply	
13	Weight (kg) of the device should range between 90-100	Comply	
14	The floor space for the device should be 60 x 80 cm	Comply	
15	Should be mobile and easily transportable to the donor site	Comply	
16	Consumables Sets, tubing, anticoagulant & replacement fluids price covers all types and variations	Comply	
17	Shelf-life for consumables should be 18-24 months when shipping and 2-5 days for platelets	Comply	
18	The device should contain the manual override system, blood flow monitor, in-line air detector, integral blood filter, anticoagulant flow indicator, collection volume pre-set device, visual audible alarm for procedure completion, automatic standby mode for power failure, and power up self-check to include all critical safety and operational procedures.	Comply	
19	Apheresis sets should have a closed system, a visual system to minimize the risk of transposition of fluid lines, a microbial filter on 'spiked' lines, a diversion line and pouch for sampling, and a means of preventing incorrect connections to the set for IV fluid (e.g. saline) and anticoagulant	Comply	
20	The device should only be able to use single-use apheresis set for collection and storage of all collected blood components, with an anticoagulant	Comply	

21	Device should have an incorporated tube sealing system	Comply	
22	Device does not require saline replacement for donors	Comply	
23	Device should provide parameters for accepted total blood volume and citrate reinfusion rate calculation algorithm, fixed upper limit citrate reinfusion, upper limit total collection volume, must not exceed predetermined fluid reinfusion limits (e.g., citrate, saline), for alarm and prevent use of incorrect set (incongruent) for programmed procedure and prevent procedure where predicted post-collection parameters fall outside programmable safety limits	Comply	
24	Automatically verifies the correct positioning of tubes, bags, frangible connectors, and fluid flow based on the selected protocol	Comply	
25	Actively indicates component flow and weight, clamp positions, and sealing functions using color changes	Comply	
26	Issues both an audible signal and a visual alert (operation indicator) when the process is complete or if errors occur	Comply	
27	Provides pure components through intelligent interaction of a flow regulator and optical sensors	Comply	
28	Device has the capability to detect leakage in the centrifuge during collection	Comply	
29	Offers special subroutines, such as air removal in filtered blood, aliquoting, buffy coat dilution, and more	Comply	
30	Delivery should be accompanied by 15 starter-pack donation kits for PRBC, Platelets & Plasma for user training and installation validations	Comply	
31	Should be able to be connected to the existing Blood Donor Information Management System (if needed)	Comply	
32	Equipment should be CE-marked or ISO Certification	Comply	



33	Manufacturers must comply with Good Automated Manufacturing Practice (GAMP)	Comply	
34	Should have at least a one-year warranty.	Comply	
35	The equipment should have a Service Contract of 12 months. Installation and user training at the site of delivery should be inclusive of Mtwara Zonal Hospital	Comply	



Signed:

In the capacity of : INSTITUTION BUSINESS MANAGER.

Name: RICHARD OLOTU.

Duly authorized to sign the tender for and on behalf of: BAHARI PHARMACY LIMITED.

Dated on 19th of May, 2022

List of Goods and Related Services

Tender No.: PA-010/2021-2022/G/42

Item number	Brief Description of Goods and Related Services	Quantity	Unit of Measure
1.	SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL	1	PC

The attached commodity specific conditions will form an integral part of any resulting contract.

Delivery and Completion Schedule

Tender No: PA-010/2021-2022/G/42

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC13 for the interpretation of the delivery period.

Item number	Brief Description of Supplies or Related Services	Delivery/Completion Period (days/weeks/months)	Delivery Point/ Site
1.	SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL	Not more than July 2022	MTWARA ZONAL HOSPITAL

"Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]
1	SUPPLY, INSTALLATION AND	Apheresis Machine for blood component collection: 2. Device commonly used in Blood Collection



APHERESIS MACHINE FOR BLOOD DONATION TECHNICAL SPECIFICATION

Apheresis Machine for blood component collection:

1. Device commonly used in Blood Collection Centres with the flexibility to collect in combinations; Platelets, Plasma, and/or Packed Red Blood Cell (RBC)
2. Can collect a minimum of 1 dose of each; Platelet, Plasma, and Packed Red Blood Cell (depending on donor parameters) but can collect up to 3 platelet doses from a single donor
3. Should have the capability of collecting 3×10^{11} or more platelets from a single donor within 60 minutes using a single-arm
4. Maximum collection time should be 120 - 150 minutes
5. It should allow the collection of up to two units of Leuco-reduced RBC and platelets, hence no need for filters
6. On entering the patient data and procedure characteristic, the system automatically set run parameters with predicted run results and should decide yield based on the post HCT, Platelet count and percentage of blood volume to be depleted from donor
7. It should have a fully automated microprocessor with a controlled continuous flow Cell Separator and user-friendly touch screen operation
8. It should allow automatic addition of storage solution through filters to decrease RBC loss.
9. It should operate on battery backup (UPS) for at least two hours
10. It should have self-loading pumps to simplify and speed up apheresis kit installation
11. Dimensions (cm): Height 140-180cm x Width 60-80cm x Depth 60-90cm x Weight 75-180cm

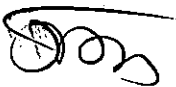


12. Weight (kg) of the device should range between 90-100
13. The floor space for the device should be 60 x 80 cm
14. Should be mobile and easily transportable to the donor site
15. Consumables Sets, tubing, anticoagulant & replacement fluids price covers all types and variations
16. Shelf-life for consumables should be 18-24 months when shipping and 2-5 days for platelets
17. The device should contain the manual override system, blood flow monitor, in-line air detector, integral blood filter, anticoagulant flow indicator, collection volume pre-set device, visual audible alarm for procedure completion, automatic standby mode for power failure, and power up self-check to include all critical safety and operational procedures.
18. Apheresis sets should have a closed system, a visual system to minimize the risk of transposition of fluid lines, a microbial filter on 'spiked' lines, a diversion line and pouch for sampling, and a means of preventing incorrect connections to the set for IV fluid (e.g. saline) and anticoagulant.
19. The device should only be able to use single-use apheresis set for collection and storage of all collected blood components, with an anticoagulant
20. Device should have an incorporated tube sealing system
21. Device does not require saline replacement for donors
22. Device should provide parameters for accepted total blood volume and citrate reinfusion rate calculation algorithm, fixed upper limit citrate reinfusion, upper limit total collection volume, must not exceed predetermined fluid reinfusion limits (e.g. citrate, saline), for alarm and prevent use of incorrect set (incongruent) for programmed procedure and prevent procedure where predicted post-collection parameters fall outside programmable safety limits.
23. Automatically verifies the correct positioning of tubes, bags, frangible connectors, and fluid flow based on the selected protocol
24. Actively indicates component flow and weight, clamp positions, and

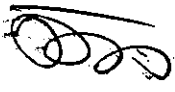


sealing functions using color changes

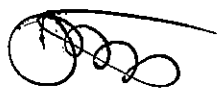
25. Issues both an audible signal and a visual alert (operation indicator) when the process is complete or if errors occur
26. Provides pure components through intelligent interaction of a flow regulator and optical sensors
27. Device has the capability to detect leakage in the centrifuge during collection
28. Offers special subroutines, such as air removal in filtered blood, aliquoting, buffy coat dilution, and more
29. Delivery should be accompanied by 15 starter-pack donation kits for PRBC, Platelets & Plasma for user training and installation validations
30. Should be able to be connected to the existing Blood Donor Information Management System (if needed)
31. Equipment should be CE marked or ISO Certification
32. Manufacturers must comply with Good Automated Manufacturing Practice (GAMP)
33. Should have at least a one-year warranty.
34. The equipment should have a Service Contract of 12 months
35. Installation and user training at the site of delivery should be inclusive: Southern Zone Blood Transfusion Centre-Mtwara



	<p>COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL</p>	<p>Centres with the flexibility to collect in combinations; Platelets, Plasma, and/or Packed Red Blood Cell (RBC)</p> <ol style="list-style-type: none"> 3. Can collect a minimum of 1 dose of each; Platelet, Plasma, and Packed Red Blood Cell (depending on donor parameters) but can collect up to 3 platelet doses from a single donor 4. Should have the capability of collecting 3×10^{11} or more platelets from a single donor within 60 minutes using a single-arm 5. Maximum collection time should be 120 - 150 minutes 6. It should allow the collection of up to two units of Leuco-reduced RBC and platelets, hence no need for filters 7. On entering the patient data and procedure characteristic, the system automatically set run parameters with predicted run results and should decide yield based on the post HCT, Platelet count and percentage of blood volume to be depleted from donor 8. It should have a fully automated microprocessor with a controlled continuous flow Cell Separator and user-friendly touch screen operation 9. It should allow automatic addition of storage solution through filters to decrease RBC loss. 10. It should operate on battery backup (UPS) for at least two hours 11. It should have self-loading pumps to simplify and speed up apheresis kit installation 12. Dimensions (cm): Height 140-180cm x Width
--	---	--



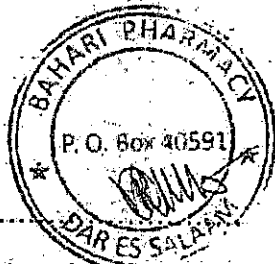
		<p>60-80cm x Depth 60-90cm x Weight 75-180cm</p> <p>13. Weight (kg) of the device should range between 90-100</p> <p>14. The floor space for the device should be 60 x 80 cm</p> <p>15. Should be mobile and easily transportable to the donor site</p> <p>16. Consumables Sets, tubing, anticoagulant & replacement fluids price covers all types and variations</p> <p>17. Shelf-life for consumables should be 18-24 months when shipping and 2-5 days for platelets</p> <p>18. The device should contain the manual override system, blood flow monitor, in-line air detector, integral blood filter, anticoagulant flow indicator, collection volume pre-set device, visual audible alarm for procedure completion, automatic standby mode for power failure, and power up self-check to include all critical safety and operational procedures.</p> <p>19. Apheresis sets should have a closed system, a visual system to minimize the risk of transposition of fluid lines, a microbial filter on 'spiked' lines, a diversion line and pouch for sampling, and a means of preventing incorrect connections to the set for IV fluid (e.g. saline) and anticoagulant.</p> <p>20. The device should only be able to use single-use apheresis set for collection and storage of all collected blood components, with an anticoagulant</p> <p>21. Device should have an incorporated tube</p>
--	--	---



		<p>sealing system</p> <ol style="list-style-type: none">22. Device does not require saline replacement for donors23. Device should provide parameters for accepted total blood volume and citrate reinfusion rate calculation algorithm, fixed upper limit citrate reinfusion, upper limit total collection volume, must not exceed predetermined fluid reinfusion limits (e.g. citrate, saline), for alarm and prevent use of incorrect set (incongruent) for programmed procedure and prevent procedure where predicted post-collection parameters fall outside programmable safety limits.24. Automatically verifies the correct positioning of tubes, bags, frangible connectors, and fluid flow based on the selected protocol25. Actively indicates component flow and weight, clamp positions, and sealing functions using color changes26. Issues both an audible signal and a visual alert (operation indicator) when the process is complete or if errors occur27. Provides pure components through intelligent interaction of a flow regulator and optical sensors28. Device has the capability to detect leakage in the centrifuge during collection29. Offers special subroutines, such as air removal in filtered blood, aliquoting, buffy coat dilution, and more30. Delivery should be accompanied by 15 starter-pack donation kits for PRBC, Platelets & Plasma for user training and installation
--	--	---



		<p>validations</p> <ol style="list-style-type: none"> 31. Should be able to be connected to the existing Blood Donor Information Management System (if needed). 32. Equipment should be CE marked or ISO Certification. 33. Manufacturers must comply with Good Automated Manufacturing Practice (GAMP) 34. Should have at least a one-year warranty. 35. The equipment should have a Service Contract of 12 months <p>Installation and user training at the site of delivery should be inclusive: Southern Zone Blood Transfusion Centre-Mtwara.</p>
--	--	--



Signed:

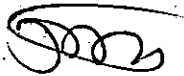
In the capacity of : INSTITUTION BUSINESS MANAGER.

Name: RICHARD OLOTU.

Duly authorized to sign the tender for and on behalf of: BAHARI PHARMACY LIMITED.

Dated on 19th of May, 2022

SECTION H: COMPLETED SCHEDULES (INCLUDING PRICE SCHEDULES)



Price Schedules for Goods and Related Services Offered from Abroad

Name of Tenderer **BAHARI PHARMACY LIMITED** Tender No. **PA-010/2021-22/G/42**

Page 1 of 1

Item	Description of Goods	Country of origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price cif port of entry (specify port or cif named place (specify border point or place of destination) ³	Total cif or cif price per item (col. 5 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services ³	Total Price per line item (Col. 7 + 8)
1	SUPPLY, INSTALLATION AND COMMISSIONING OF APHERESIS MACHINE FOR MTWARA ZONAL HOSPITAL	USA	8 Weeks	1	147,250,000.00	147,250,000.00	7,750,000.00	155,000,000.00
TOTAL								155,000,000.00

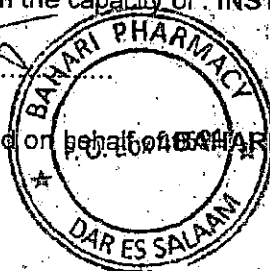
Name: **RICHARD OLOTU**

In the capacity of : **INSTITUTION BUSINESS MANAGER .**

Signature of Tenderer:

Duly authorized to sign the Tender for and on behalf of **BAHARI PHARMACY LIMITED**

Dated on **19th** day of **May, 2022**



(Handwritten scribble)

13

SECTION I: [OTHER RELEVANT DOCUMENT(S)]

- **POWER OF ATTORNEY**
- **TENDER SECURING DECLARATION**
- **BUSINESS LICENSE**
- **MANUFACTURER AUTHORIZATION LETTER**
- **VAT**
- **MEMORANDUM (FORMAT 1)**
- **MEMORANDUM (FORMAT 2)**
- **ANTI-BRIBERY POLICY**
- **SPECIAL POWER OF ATTORNEY**
- **FORMS OF SECURITY**
- **ECT**



Manufacturer's Authorization Letter

Submission Date: 20/05/2022

Tender No.: PA-010/2021-2022/G/42 Supply, Installation and Commissioning of Apheresis Machine for Mtwara Zonal Hospital

To: Ocean Road Cancer Institute
Luthuli/Samora/Baraka Obama Road,
P.o Box 3592,
Dar Es Salaam

WHEREAS M/S Terumo BCT, who are official manufacturers of Optia Apheresis Device, having factories at

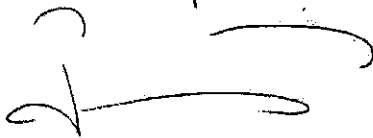
10811 West Collins Ave
Lakewood, CO 80215
USA

Do hereby authorize Bahari Pharmacy Limited to submit a tender in relation to the Tendering Document indicated above, the purpose of which is to provide the following Goods, manufactured by us Supply, Installation and Commissioning of Apheresis Machine for Mtwara Zonal Hospital, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 18 of the General Conditions of Contract, with respect to the Goods offered by the above firm:


For and on behalf of TerumoBCT.

Signed.



Anne-Sophie Bricca
Director / Board Member
Terumo BCT Europe N.V.
Ikarostraat 41, 1930 Zaventem, Belgium

Date. 19/5/2022



BAHARI PHARMACY LTD.

P.O BOX 40591 DAR ES SALAAM

TEL: +255-22-2183178 Mobile 0773 264153 FAX: +255-22-21182859

E-mail: ch@baharipharma.com

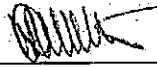
MEMORANDUM (Format 1)

(Regulation 78(2) of the Public Procurement Regulations, 2013.- Government Notice No. 446 of 2013)

This company BAHARI PHARMACY LIMITED places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub-contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached.

Authorized Signature: _____

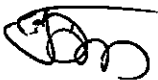
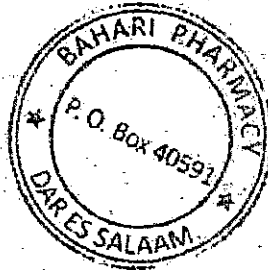


Name and Title of Signatory: RICHARD OLOTU (INSTITUTION BUSINESS MANAGER)

Name of Tenderer: BAHARI PHARMACY LIMITED

Address: PLOT NO 5, INDUSTRIAL AREA, NYERERE ROAD

P. OX 40591 DAR ES SALAAM



BAHARI PHARMACY LTD.

P.O BOX 40591 DAR ES SALAAM


TEL: +255-22-2183178 Mobile 0773 264153 FAX: +255-22-21182859

E-mail: ek@baharipharma.com

MEMORANDUM (Format 2)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice 446 of 2013)

This company BAHARI PHARMACY LIMITED has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers)"

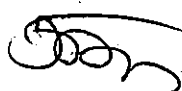
Authorized Signature: _____ 

Name and Title of Signatory: RICHARD OLOTU

Name of Tenderer: BAHARI PHARMACY LIMITED

Address: PLOT NO 5, INDUSTRIAL AREA, NYERERE ROAD
P. OX 40591 DAR ES SALAAM





BAHARI PHARMACY LTD.

P.O BOX 40591 DAR ES SALAAM

TEL: +255-22-2183178 Mobile 0773 264153 FAX: +255-22-21182859

E-mail: ck@baharipharma.com

UNDERTAKING BY TENDERER ON ANTI - BRIBERY POLICY/ CODE OF CONDUCT AND COMPLIANCE PROGRAMME

(Made under Regulation 78 (2) of the *Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013*)

"This company Bahari Pharmacy Ltd places importance on competitive prequalification taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relatives or business associates, in connection with its submission, or in the subsequent performance of the contract if it is successful.

This company Bahari Pharmacy Ltd has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub-contractors and suppliers.

This policy statement sets out the anti-corruption policy of Bahari Pharmacy Limited with respect to the conduct of the Company personnel in their business dealing for or on behalf of the Company anywhere in the world.

The management of the Bahari Pharmacy Limited declares that has no tolerance in any acts of bribery.

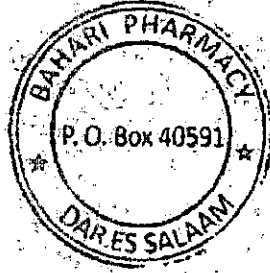
Bribery is the offer, promise, Giving, demanding or acceptance of an advantage in order to improperly influence the recipient or to gain an improper business advantage. Acts of bribery or corruption are designed to influence the individual in the performance of their duty and incline them to act dishonestly.

Bahari Pharmacy Limited prohibits all employees to accept any form of bribery or get involved in any corrupt conduct, whether from a Government official or a private sector person or company and whether from a Government official or a private sector person or company and whether direct or through a third party acting on behalf of Bahari Pharmacy Limited.



The management of Bahari Pharmacy Limited undertakes to abide by the Anti-bribery Policy/Code of Conduct and a Compliance Program of the United Republic of Tanzania.

MA
Chairman & Chief Executive Office
Churchill I. Katwaza



[Handwritten signature]

Special Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT I the undersigned **CHURCHILL KATWAZA** being **C.E.O & CHAIRMAN** of **BAHARI PHARMACY LIMITED** of **P.O. BOX 40591 DAR ES SALAAM** having its registered office at **NYAMWEZI/KIPATA STREET KARIAKOO ILALA MUNICIPAL DAR ES SALAAM;**

WHEREAS in course of business it is necessary to bid for tenders and enter into contracts;

NOW THEREFORE KNOW ALL MEN THAT, I **CHURCHILL KATWAZA** by virtue of authority conferred to me by the Board Resolution No **BPL 1805** of **18th day of May, 2022**, do hereby ordain, nominate, authorize, empower and appoint **RICHARD OLOTU** of **P.O. BOX 40591 DAR ES SALAAM** to be our true lawful Attorney and Agent with full power and authority for us and in our names and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. **PA-010/2021-2022/G/42** that is to say;

To act on my behalf or for the company and do any other thing or things incidental for **PA-010/2021-2022/G/42** of **SUPPLY, INSTALLATION AND COMMISSIONING OF HOSPITAL APHERESIS MACHINE FOR MFWARA ZONAL** for the **OCEAN ROAD CANCER INSTITUTE**

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

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents duly 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 **BAHARI PHARMACY LIMITED** and delivered in the presence of us this **18th day of May, 2022**.

IN WITNESS whereof we have signed this deed on this **18th day of May, 2022** at **DAR ES SALAAM** for and on behalf of **BAHARI PHARMACY LIMITED**

SIGNED AND DELIVERED by the said **CHURCHILL KATWAZA** Identified to me by **BAHARI PHARMACY LIMITED**

The latter being known to me personally
This **18th day of May, 2022**

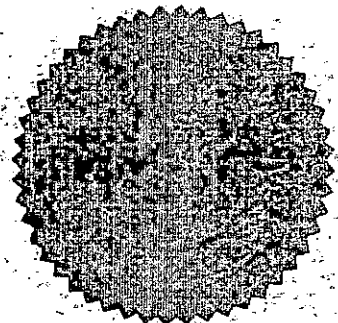

.....
DONOR

BEFORE ME:

Name: **ZUBEDA S. SHABANI**
Address: **P.O. BOX 40591 DAR ES SALAAM**
Qualification: **LAWYER**

Signature: 
COMMISSIONER FOR OATHS

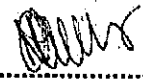




Acknowledgement

I RICHARD OLOTU doth hereby acknowledge and accept to be Attorney of the said BAHARI PHARMACY LIMITED under the Terms and Conditions contained in this Power of Attorney and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly:

SIGNED AND DELIVERED by the said
RICHARD OLOTU Identified to me by
CHURCHILL KATWAZA (C.E.O &
CHAIRMAN)
The latter being known to me personally
this 18th day of May, 2022

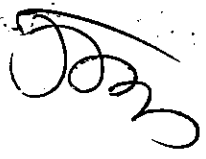
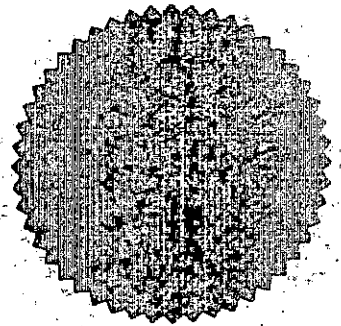
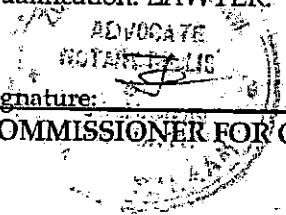


.....
DONEE

BEFORE ME

Name: ZUBEDA S. SHABANI.
Address: P.O. BOX 40591 DAR ES SALAAM.
Qualification: LAWYER.

Signature: _____
COMMISSIONER FOR OATHS



BAHARI PHARMACY LTD.

PO BOX 40591 DAR ES SALAAM
TEL: +255-22-2183178 Mobile 0773 264153 FAX: +255-22-21182859
E-mail: ek@baharipharma.com

TENDER SECURING DECLARATION

Date: 19th May, 2022
Tender No.: PA-010/2021-2022/G/42
Alternative No.: N/A

To: OCEAN ROAD CANCER INSTITUTE

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; 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 (30) days after the expiration of our Tender.

Signed:

In the capacity of : INSTITUTION BUSINESS MANAGER.

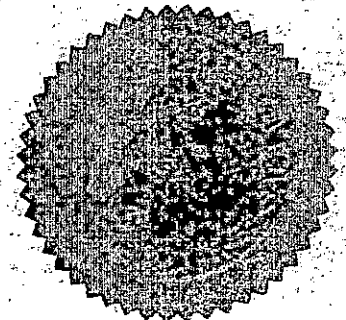
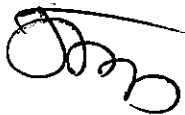
Name: RICHARD OLOTU.

Duly authorized to sign the tender for and on behalf of: BAHARI PHARMACY LIMITED.

Dated on 19th of May, 2022

Corporate

Seal





TANZANIA REVENUE AUTHORITY

Certificate of Registration for Value Added Tax (VAT)

(ISSUED UNDER SECTION 20 OF THE VALUE ADDED TAX ACT NO. 24 OF 1997)

THIS IS TO CERTIFY THAT
BAHARI PHARMACY LTD.

WHOSE TAXPAYER IDENTIFICATION NUMBER (TIN) IS

105-313-292

HAS BEEN REGISTERED FOR VALUE ADDED TAX (VAT)

AND ASSIGNED VAT REGISTRATION NUMBER (VRN)

40-040571-N

FOR BUSINESS LOCATED AT MWANALUGALI
KIBAHA

WITH EFFECT FROM 11 February 2021

GIVEN UNDER MY HAND

THIS 11th DAY OF February 2021


ABDUL Y. MAPEMBE
COMMISSIONER FOR VAT

Witnessed as a True Copy of the Original
Signed by Date: 10/11/2021
MATINDE K. WAISSAKA
Advocate, Notary
Public & Commissioner for Oaths



NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF



TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

(Issued Under Regulation 103 of Tax Administration (General) Regulations, 2016)

Licensing Authority, TIN: 100-641-879
 MINISTRY OF REGIONAL ADMINISTRATION AND
 LOCAL GOVERNMENT
 P. O. Box 1923
 DODOMA

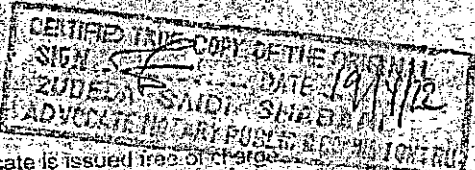
Tax Certificate Number: 271-0126-0778
 Issuing Office: Pwani
 Telephone: 023 2402117
 Date of issue: 14 April 2022
 Expiry Date: 31 December 2022

Taxpayer Name:	BAHARI PHARMACY LTD.		
Trading Name:			
Taxpayer Identification Number:	105-313-292	Vat Registration Number:	40-040571-K
Company Registration Number:	48701		

Business Premises located at: Plot Number: Block Number: Street: MWANALUGALI
 This is to certify that the above registered Taxpayer has complied with tax laws and has been granted Tax Clearance Certificate with respect to the following business(es):
 1. Retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores

HERBERT M.T. KABYEMELA
 COMMISSIONER FOR DOMESTIC REVENUE

14 April 2022



Disclaimer:

1. This certificate is issued free of charge.
2. This certificate should be tendered in its original form and is valid only if it is embossed with QR Code.
3. This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate.

405/16
JAMHURIYA MUUNGANO WA TANZANIA
LISENI YA BIASHARA
B. 39/0071

Amatawa Shauri Mpya, Sheria ya Lisensi ya Biashara, 25/1/2002
Muziki wa Kwanza wa Jamhuri ya Muungano wa Tanzania

Tatawa: ...

- 1) Ombi mliyafika kwa ...
- 2) Namba ya Usimama wa ...
- 3) Leseni mliyofika kwa ...
- 4) Mwanachama wa ...
- 5) Mwanachama wa ...
- 6) Mwanachama wa ...

...
...

Notarized as a True Copy of the Original
Signed: MATINDE K. WAISSAKA
Date: 17/01/2012
Advocate, Notary
Public & Commissioner for Oaths

[Handwritten signature]

TANZANIA MEDICINES AND MEDICAL DEVICES AUTHORITY

TMDA**BUSINESS PERMIT**

Made under Section 21(1) & (2)(b) of the Tanzania Medicines and Medical Devices Act, Cap 219

Permit No. TAN-0121 D LIC 0049

Permit is hereby granted to M/S BAHARI PHARMACY LTD. of P.O. Box 40591 Dar Es Salaam to operate a premises for dealing in Wholesale Business Relating To Importation of Human Medicines with registration No. TFDA0114/D/PRE/REG/0261 situated at KIPATA/NYAMWEZI STREET, KARIAKOO in Ilala Municipality in Dar Es Salaam.

This Business Permit is valid until June 30, 2022

Issued on June 24, 2021

Receipt No: J01202112624 of June 16, 2021

Fees Paid: 300,000.00 TZS

.....
A. M. Fimbo
DIRECTOR GENERAL

Certified as a True Copy of the Original
Sign: *[Signature]* Date: 19/04/2022
MATINDE K. WAISSAKA
Advocate, Notary
Public & Commissioner for Oaths

CONDITIONS

1. This Permit does not authorize the holder to operate business in unregistered premises or during the period of suspension, revocation or cancellation of registration of the premises in respect of which it was issued.
2. This Permit is not transferable without approval of the Authority.

TANZANIA MEDICINES AND MEDICAL DEVICES AUTHORITY

TMDA**BUSINESS PERMIT**

Made under Section 21(1) & (2) of the Tanzania Medicines and Medical Devices Act, Cap 218

Permit No. TAN 0021 D.LIC 0181

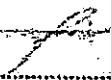
Permit is hereby granted to M/S BAHARI PHARMACY LTD - WAREHOUSE of P.O. Box 40591, Dar Es Salaam to operate a premises for storing Registered Human Medicines with registration No TFDA0114/D/PRE/REC/0010 situated at PLOT NO.5, NYERERE ROAD in Ilala Municipality in Dar Es Salaam.

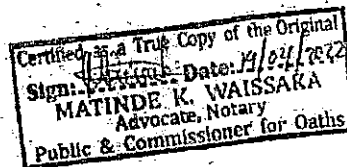
This Business Permit is valid until June 30, 2022

Issued on June 21, 2021

Receipt No. 10120211542 of June 17, 2021

Fees Paid: 20,000,000 TZS


A. M. Eimbo
DIRECTOR GENERAL

**CONDITIONS**

1. This Permit does not authorize the holder to operate business in unregistered premises or during the period of suspension, revocation or cancellation of registration of the premises in respect of which it was issued.
2. This Permit is not transferable without approval of the Authority.



Certificate of Incorporation

No. 48781

I HEREBY CERTIFY THAT

BAHARI PHARMACY

= =


Limited

is this day incorporated under the Companies Ordinance (Cap. 212) and that the Company is Limited.

Given under my hand at Dar es Salaam

this 27th day of APRIL

TWO THOUSAND AND FOUR

Certified as a True Copy of the Original
Sign:  Date: 19/04/2022
MATINDE K. WAISSAKA
Advocate, Notary
Public & Commissioner for Oaths


Asst. Registrar of Companies

0442471



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

THIS IS TO CERTIFY THAT
BAHARI PHARMACY LTD.

Branch: KIPATAINYAMWEZI - KARIAKOO

AS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

105-313-292

WITH EFFECT FROM: 07 February 2007

REGIONAL LOCATION: PWANI

TAX OFFICE: KIBAHA

PHYSICAL LOCATION: PLOT No. 32 BLOCK No. 27

STREET / AREA: KIPATAINYAMWEZI STREET

Certified as a True Copy of the Original
Sign: *[Signature]* Date: 19/04/2007
MATINDE K. WAISSAKA
Advocate, Notary
Public & Commissioner for Oaths

[Signature]
ELIJAH G. MWANDUMBYA

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

[Handwritten mark]

4. Performance Securing Declaration¹¹

Date: *[insert date (as day, month and year)]*
Contract No.: *[insert Contract number]*

To: *[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Supplier of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) calendar days from the date of the Letter of Acceptance and prior to the signing of the Contract.
2. I/We accept that: I/we will be disqualified from tendering for any procurement contract with any procuring entity for the period of time determined by the Public Procurement Regulatory Authority in accordance with the procedures stipulated in the Public Procurement Act and Public Procurement Regulations if I/We have failed to execute the Contract.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the goods by the Purchaser.

Signed: *[insert signature of person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Performance Securing Declaration]*

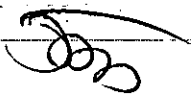
Name: *[insert complete name of person signing the Performance Securing Declaration]*

Duly authorized to sign the Contract for and on behalf of: *[insert complete name of Supplier]*

Dated on _____ day of _____, *[insert date of signing]*

Corporate Seal (where appropriate)

¹¹ Used as an alternative performance security for Contracts falling under exclusive Preference (i.e. not exceeding Tshs 200,000,000/- in accordance with Table D- Ninth Schedule of Public Procurement Regulations 2013 as amended in 2016). It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance.



**5. Performance Security Form
Option 1- Bank Guarantee**

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.



6. Performance Security

Option 2: Performance Bond

[Guarantor letterhead]

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Supplier") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called "the Purchaser") in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20__, for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or tenders from qualified Tenderers for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Supplier; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issue of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____



7. Advance Payment Security

To: *[name of Purchaser]*

[name of Contract]

Gentlemen

In accordance with the payment provision included in the Special Conditions of Contract, which amends GCC 19 to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

