**PURCHASE ORDER (PO)**

*MUHIMBILI ORTHOPAEDIC INSTITUTE*

P.O. Box 65474; DAR ES SALAAM, TANZANIA, MUHIMBILI COMPLEX
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# Purchase Order for Procurement of Goods

## Quotation No: PA-008/2021/2022/G/33

**FOR**

**SUPPLY OF ICU EQUIPMENT.**

To: Managing Director,
M/S Anudha Limited
P O BOX 5982

Your quotation reference **PA-008/2021/2022/G/33** of **14th November** 2021 is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Purchase Order (PO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for PO, except where modified by the terms stated below.

**TERMS AND CONDITIONS OF THIS PURCHASE ORDER:**

**Contract Sum:** The Contract Sum is Tshs **386,200,000.00** and shall be paid in Tanzania currency.

1. **Delivery Period**: The goods are to be delivered within **60 days** from the date of this PO.

2. **Warranty**: The warranty/guarantee period is as indicated in the attached Schedule of Requirements and Prices.

   The Supplier shall provide the warranty, as stipulated in the invitation for quotations for goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be 30 days otherwise 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 Purchaser may have against the Supplier under the contract

3. **Delivery point:** The goods are to be delivered to **MOI within 60 days from date of Contract signing**
   **Contact Person:** Notices, enquiries and documentation should be addressed to **Executive Director, Muhimbili Orthopaedic Institute (MOI) P.O.Box 65474 Dar Es Salaam. Tanzania.**

4. **Payment to Supplier:**
   Payment will be made as follows:
   (i) 50% of the Contract price after signing the contract.
   (ii) 50% of the contract price after completion of receiving and inspection report.

   **The following documents form part of this Contract (PO):**

   1 Purchase Order (PO).
   2 Letter of Acceptance.
   3 Quotation Submission Form and prices from supplier
   4 Special Conditions of Contract for PO.
   5 General Conditions of Contract for PO.
   6 Technical Specifications and Additional Requirements.
   7 Notarized Power of Attorney.
   8 Minutes of Negotiation.

## SCHEDULE OF REQUIREMENTS AND PRICES

| Item No. | Description | Unit of Measure | Quantity | Unit Price TSHS | Total Price TSHS. | Warranty Period |
|---|---|---|---|---|---|---|
| 1 | Patients Monitor (UMEC012) | Each | 22 | 6,000,000.00 | 132,000,000.00 | 2 Years |
| 2 | Defibrillator (Beneheart ) | Each | 1 | 23,900,000.00 | 23,900,000.00 | 2 Years |
| 3 | Patients Monitor N 17 with AG | Each | 5 | 42,300,000.00 | 211,500,000.00 | 2 Years |
| 4 | Transport Monitor | Each | 2 | 9,400,000.00 | 18,800,000.00 | 2 Years |
| | **Total Amount TSHS** | | | | **386,200,000.00** | |

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 have put their common seal, names, and signature in the manner dates, day and month herein below appearing.

**Sealed** with the **common seal** of

**Muhimbili Orthopaedic Institute**

and Delivered at Dar es Salaam before

me this ..23.... day of ....11..... 2021

Name: Dr Respicious L. Boniface

Signature: .....

Address: Box 65474 DSM

Designation: Executive Director

**In the Presence of**:

Name: Suleiman T. Mgeni

Signature: .....

Address: P.O BOX 65474, DSM

Designation: Ag: Head Legal Services Unit

**Sealed** with the **common seal** of

**M/S** Anudha Limited

and Delivered at Dar es Salaam before

me this ..22.... day of ..Nov..... 2021

Name: ANUEAG HASSIJA

Signature: .....

Address: P.O BOX 5982, DSM

Designation: DIRECTOR

ANUDHA LIMITED
P.O.Box 5982
DAR-ES-SALAAM
TEL: 2121188, 2125746
FAX: 2126490

**In the Presence of**:

Name: Bashir Dewji

Signature: .....

Address: 5982 DSM

Designation: Accountant

# 2. LETTER OF ACCEPTANCE

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19th November, 2021

**Ref. No. PA-008/2021/2022/G/33**

To,
Procurement Officer,
Muhimbili Orthopedic Institution,
P. O. Box 65474,
Dar es Salaam,
Tanzania.

Dear Sir/Madam,

**REF: ACCEPTANCE OF ORDER FOR SUPPLY OF ICU EQUIPMENT NO. PA-008/2021/2022/G/33**

Refer to the heading above

We here by confirm the acceptance of the order for supply of ICU Equipment

Thanking you

ANUDHA LIMITED
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# 3. QUOTATION SUBMISSION FORM AND PRICES

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## SCHEDULE OF REQUIREMENTS AND PRICES
**PA/008/2021/2022/G/33**

| PATIENT MONITOR | |
|---|---|

| General Description | | QUANTITY | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| **Description of Function** | | | | |
| 1 | Patients monitor **(UMEC 12)** | 20 | 6,200,000 | **124,000,000** |

| DEFIBULATOR | |
|---|---|

| General Description | | QUANTITY | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| **Description of Function** | | | | |
| 2 | Defibulator**(Beneheart D6)** | 1 | 23,900,000 | **23,900,000** |

| PATIENT MONITOR | |
|---|---|

| General Description | | QUANTITY | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| **Description of Function** | | | | |
| 3 | PATIENT MONITOR N17 WITH AG | 5 | 42,300,000 | **211,500,000** |

| | | |
|---|---|---|
| 4 | **Comprehensive Maintenance Contract for 5years** | **27,550,000** |
| | **GRAND TOTAL** | **386,950,000** |

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| | |
|---|---|
| Total Amount in Tshs | **Three Hundred, Eighty Six Million and Nine Hundred and Fifty Thousand Only** |
| Validity Period is | **90 Days** |
| Delivery Period is | **60 Days after the LPO** |

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## TECHNICAL SPECIFICATIONS

| PATIENT MONITOR UMEC 12 | |
|---|---|

| Description of Function | | QUANTITY | COMPLY | NOT COMPLY |
|---|---|---|---|---|
| **General Description** | | | | |
| 1 | Compact patient monitor, used for adult, pediatric and neonatal patients AEnglish1 DPowercord-U.K.(England)1 AuMEC12,12.1"TouchScreen,ECG,NIBP,Temp, MindraySpO21 AMindray3/5-lead+ARR+ST1 ALi-ionBattery(11.1V,2500mAh)1 115-003619-00Electrode+cable+wires:5-lead,Adu,Clip,Defib-proof,IEC1 115-037888-00Mindraycable+512FAduFinger1 115-037891-00 Tubing+Adu cuff (CM1203 25-35 cm) 10011-30-37393 MR403B reusable Temp probe, Adu, Skin, 2Pin1 | 20 | YES | |
| **DISPLAY** | | | | |
| | 12 inch inch high resolution LED touch screen, color resolution 800*600 | | YES | |
| | Should have 7 waveform fields | | YES | |
| **ECG** | | | | |
| | Should have provisions to connect 3, 5 leads cables | | YES | |
| | The system shall include at least 24 arrhythmia classifications, including Atrial fibrillation | | YES | |
| | Support ST and QT/QTc interval monitoring | | YES | |
| | Smart Lead-off detection enables the continues monitoring if the electrode is disconnected | | YES | |
| **NIBP** | | | | |
| | Wider range for NIBP and PR measurement greatly improves the accuracy of border values | | YES | |
| | PR measurement range: 20 to 300 bpm. | | YES | |
| | Should have a measurement range of 15 to 260 mm Hg | | YES | |

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| | | | | |
|---|---|---|---|---|
| | Support heart rate analysis and dynamic NIBP analysis | | YES | |
| **TEMPERATURE** | | | | |
| | 2 channel temperature | | YES | |
| | Measurement range: 0 to 50 Celsius | | YES | |
| | Resolution: 0.1°C | | YES | |
| **RESPIRATION** | | | | |
| | RR meaurement range: 0 to 150rpm | | YES | |
| | Resolution: 1 rpm | | YES | |
| **SPO2** | | | | |
| | PR measurement range: 20 to 300 bpm | | YES | |
| | Perfusion Index (PI): the SpO2 monitoring shall provide perfusion index | | YES | |
| | PR value display in HR numeric: the system shall be able to display PR value in HR numeric zoom, when the ECG doesn't measure | | YES | |
| **ALARM FACILITY** | | | | |
| | Should have Alarm facility for HR limits, Arrhythmia, ST Segment Limit, and all other parameter limits. | | YES | |
| | False Alarm Suppression: the Monitor shall be able to analysis multiple parameters to reduce the false alarms for heart rate, pulse rate, arrhythsia events | | YES | |
| | Centralized alarm setup settings | | YES | |
| **GRAPHS AND TRENDS** | | | | |
| | Support review and storage of 1200 hours trend, 1800 alarm events, 1600 groups of NIBP measurements, 128 ARR alarms and 48-hour full disclosure waveforms | | YES | |
| System function | | | | |
| | 4 hours of working time with standard Li-ion battery , up to 8 hours of working time with optional large capacity Li-ion battery | | YES | |
| | Support external network printer | | YES | |
| | No fan design, remarkably reduces noise | | YES | |
| | IPX1 water-proof | | YES | |

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| | | | | |
|---|---|---|---|---|
| | View other bed function enables user to check data of any patient in the same network without the help of central station | | YES | |
| | Optional internal 5G/2.4G dual band WiFi card | | YES | |
| | Optional internal storage/ external USB storage, supports power-down storage and data transferring via USB drive | | YES | |
| **SYSTEM CONFIGURATION ACCESSORIES** | | | | |
| | 5 Lead ECG cable with cords- 1 set of each | | YES | |
| | SPO2 finger probe along with cable for Adult - 1 units | | YES | |
| | NIBP cuff for conventional Adult, extra-large for adult -1 set of each | | YES | |
| | Temperature accessory for Adult skin – 1 set | | YES | |
| **WARRANTY** | | | | |
| | 2 years and after which the Comprehensive Maintenance Contract 3 years may take effect. | | YES | |
| **Documents** | | | | |
| | ISO 13485:2003; CE; US/FDA or equivalent certification for the manufacturer of the equipment provided | | YES | |
| | User manual . | | YES | |

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## DEFIBULATOR

| | Description of Function | UNIT PRICE | COMPLY |
|---|---|---|---|
| | **General Description** | | |
| 2 | With a 4-in-1 integrated design(manual defibrillation, AED, pacing, and monitoring modes) | 1 | YES |
| **Manual Defibrillation** | | | |
| | Asynchronised defibrillation mode for cardioversion of ventricular fibrillation. Synchronised defibrillation mode for cardioversion of atrial fibrillation. | | YES |
| **AED** | | | |
| | automatically analyses the rhythm and determines whether a shock is necessary. Voice and text prompts guide the user through the process. Voice recording(180 minutes) is also available for after-case analysis and review | | YES |
| **Monitoring** | | | |
| | Diagnostic quality, 3/5 lead ECG monitoring with respiration, NIBP, SpO2 and EtCO2 | | YES |
| **Non-invasive pacing** | | | |
| | offers external pacing in demand mode and fixed mode with adjustable rates and output. The 4:1 key enables clinicians to quickly select 1/4 of the defined pacer rate for observation of the patient's underlying rhythm. | | YES |
| **Power requirement** | | | |
| | defibrillator360J biphasic technology, which increases the chance to save difficult-to-defibrillate patients. | | YES |
| | Time from initiation of rhythm analysis to charge done with a new battery less than 10s to 200J | | YES |
| **DISPLAY** | | | |
| | at least 8.4 inch, not less than 3 waveforms, 800X600 pixels | | YES |
| **ECG** | | | |
| | Should have provisions to connect 3, 5 leads cables | | YES |
| **NIBP** | | | |
| | Should have a measurement range of 25 to 290 mm Hg | | YES |
| **SPO2** | | | |
| | PR measurement range: 20 to 300 bpm | | YES |

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| | | | |
|---|---|---|---|
| **CO2 Monitoring** | | | |
| | Measurement range 0 -150 mmHg | | YES |
| | Airway respiration rate (awRR) from 0 to 150 rpm | | YES |
| **System function** | | | |
| | Lion battery, support not less than 400 shocks with 360J, or 12hours monitoring, or 9 hours pacing with new battery | | YES |
| | IP44 water-proof | | YES |
| | Colour coded indicator with real contact impedance value provides a more intuitive guide to clinicians | | YES |
| | External Paddles with function buttons for energy selection, charging and shock delivery improve usability for clinicians | | YES |
| | Optional internal 5G/2.4G dual band WiFi card | | YES |
| **System accessories** | | | |
| | External Paddles for adult - 1 set | | YES |
| | 5 Lead ECG cable with cords- 2 set of each | | YES |
| | SPO2 finger probe along with cable for Adult - 2 set | | YES |
| | NIBP cuff for conventional Adult, extra-large for adult -1 set of each | | YES |
| | CO2 Accessory for adult - 1 set | | YES |
| **Warranty** | | | |
| | 2 years and after which the Comprehensive Maintenance Contract 3 years may take effect. | | YES |
| **Documents** | | | |
| | ISO 13485:2003; CE; US/FDA or equivalent certification for the manufacturer of the equipment provided | | YES |
| | TOTAL | | |

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| Description of Function | QUANTITY | COMPLY | NOT COMPLY |
|---|---|---|---|
| **General Description** | | | |
| **3. PATIENT MONITOR N17 WITH AG** | 5 | YES | |
| Modular patient monitor, all parameters should be modular type | | | |
| Should be capable of Monitoring Heart rate, SPO2, NIBP, ECG, Temperature, RR and IBP2, EtCO2, AG | | YES | |
| Upgradable to 8 channel IBP, NMT, BIS, AG, EEG, ICG, PiCCO, rSO2 Module | | YES | |
| Online Guide: the Monitor shall provide comprehensive online guide to help quick applications for non-routine clinical measurements | | YES | |
| Operating Barometric: the Monitor shall be working in 427.5 to 805.5 mmHg (altitude-4550 meters) barometric environment. | | YES | |
| Modular Integration Solution: a plug and play device integration module shall be provided to integrate up to 4 bedside devices (ventilators, anesthesia machines and standalone monitors) to the Monitor screen in realtime. The same module shall not be changed when adding or changing different devices to connect. | | YES | |
| **DISPLAY** | | | |
| Should have a Display of 18.5 inch and above diagonal colour TFT display | | YES | |
| Should have 10 waveform fields | | YES | |
| Should operate through Rotary knob & Capacitive Touch screen | | YES | |
| Hotkeys: user shall be able to setup on the display at least 20 most frequently used keys such that accessing to these functions do not need to go through layers of menus | | YES | |
| **Clinical Assistive Applications** | | | |
| Hemodynamic Analysis: the Monitor shall provide a graphical tool to assist clinicians for hemodynamic diagnosis, test and evaluations. | | YES | |
| Anesthesia Balance Indicator: the Monitor shall provide an indicator to clearly display the patient anesthesia status. | | YES | |
| Calculations: the Monitor shall provide 5 kinds of calculation tools including drug, hemodynamic, ventilation, oxygenation, and renal calculations | | YES | |
| Early Warning Score (EWS): the Monitor shall provide electronic Early Warning Score | | YES | |

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| | | | |
|---|---|---|---|
| **ECG** | | | |
| Should have provisions to connect 3, 5 leads cables, and Automatic 3/5/6/12 - lead recognition,optional for 6, 12 Lead ECG | | YES | |
| The system shall include at least 25 arrhythmia classifications, including Atrial fibrillation | | YES | |
| Automatic pacemaker detection: The monitor shall be able to detect the pacemaker when user doesn't know that patient has internal pacemaker. | | YES | |
| Cableless Measurement: the Monitor shall be able to monitor both ECG and SpO2 without cable connections to free the patient for short range ambulation. | | YES | |
| **NIBP** | | | |
| PR measurement range: 30 to 300 bpm. | | YES | |
| Should have Assisting Venous Puncture function | | YES | |
| Should have a measurement range of 15 to 260 mm Hg | | YES | |
| **INVASIVE BP** | | | |
| 2-channel of IBP could be performed, including PAWP, PPV and IBP waveform overlapped | | YES | |
| IBP measurement range: -50 to 360 mmHg | | YES | |
| could be upgrade to ICP and CPP measurement | | YES | |
| It shall permit overlapping of up to 10 IBP waveforms | | YES | |
| **TEMPERATURE** | | | |
| Measurement range: 0 to 50 Celsius | | YES | |
| Temp difference: It shall provide temperature difference measurement and alarm | | YES | |
| **RESPIRATION** | | | |
| RR meaurement range: 0 to 200 rpm | | YES | |
| **SPO2** | | | |
| PR measurement range: 20 to 300 bpm | | YES | |
| Perfusion Index (PI): the SpO2 monitoring shall provide perfusion index | | YES | |
| PR value display in HR numeric: the system shall be able to display PR value in HR numeric zoom, when the ECG doesn't measure | | YES | |
| **CO2 Monitoring** | | | |
| Sidestream Monitoring technology | | YES | |
| CO2 sample flow rate from 50 - 120 ml/min | | YES | |
| Airway respiration rate (awRR) from 0 to 150 rpm | | YES | |

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| | | | |
|---|---|---|---|
| **NMT MONITORING (optional)** | | | |
| Integrated Neuromuscular Transmission Monitoring in the primary monitor with all accessories. | | YES | |
| **BIS MONITORING (optional)** | | | |
| Bispectral Index Monitoring in the primary monitor with all accessories | | YES | |
| DSA (Density Spectral Array) display | | YES | |
| CSA (Compressed Spectral Array) display | | YES | |
| **AG MONITORING** | | | |
| Modular design which could monitoring with CO2/AG/ Paramagnetic O2 at the same time | | YES | |
| Should be sidestream AG module | | YES | |
| **ALARM FACILITY** | | | |
| Should have Alarm facility for HR limits, Arrhythmia, ST Segment Limit, and all other parameter limits. | | YES | |
| False Alarm Suppression: the Monitor shall be able to analysis multiple parameters to reduce the false alarms for heart rate, pulse rate, arrhythsia events | | YES | |
| Infographic Alarm Indication: a technical alarm list shall be provided, and detailed help messages or pictures shall be available to help identify the problem quickly | | YES | |
| Manual Event: It shall provide manual event function for the user to quickly capture a snapshot including all current numerics and waveforms, and save as event record for later review | | YES | |
| Call Help: the system shall provide a function on patient monitor to call nearby medical staff to come to help, such as emergency | | YES | |
| **GRAPHS AND TRENDS** | | | |
| Should have 24 hour of Graphical and Tabular Trend for NIBP, HR, SPO2, RR, IBP, IBP2, T1, T2, ST. Segment | | YES | |
| at least 120 hours graphic and tabular trends | | YES | |
| up to 1000 events review | | YES | |
| the Monitor shall be able to review long-term full disclosure for at least 3 waveforms and at least 48 hours | | YES | |
| Permanent Data Storage: the patient data and measurement records shall remain stored permanently in the Patient Monitor even after electric power down and battery depleted | | YES | |

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| | | | |
|---|---|---|---|
| Multi-context Review: a comparative review shall display two kinds of reviews simultaneously on screen, for example, tabular trend with graphic trend, graphic trend with full disclosure, event review with graphic trend, etc. The comparative review shall automatically synchronize the time cursor when user moves it in either kind of review | | YES | |
| **SYSTEM CONFIGURATION ACCESSORIES** | | | |
| 3-Lead ECG cable with cords- 2 units ; 5 Lead ECG cable with cords- 2 units; | | YES | |
| SPO2 finger probe along with cable for Adult - 2 units | | YES | |
| NIBP cuff for conventional Adult, extra-large for adult 1 of each | | YES | |
| IBP monitoring accessory –2 sets. | | YES | |
| Temperature accessory for Adult skin – 1 set | | YES | |
| CO2 Accessory for adult - 1 set | | YES | |
| BIS Accessory for Adult -1 set (optional) | | YES | |
| NMT monitor Accessory for adult -1 set (optional) | | YES | |
| AG monitoring Accessory for adult -1 set | | YES | |
| **WARRANTY** | | | |
| 2 years and after which the Comprehensive Maintenance Contract 3 years may take effect. | | YES | |
| **Documents** | | | |
| ISO 13485:2003; CE; US/FDA or equivalent certification for the manufacturer of the equipment provided, User manual | | YES | |

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# STANDARD POWER OF ATTORNEY

**BY**

**ANUDHA LIMITED**

*("Donor")*

**AND**

**ANURAG HASSIJA**

*("Donee")*

**IN RESPECT OF TENDER NO. PA-008/2021/2022/G/33 FOR SUPPLYOF PATIENT MONITORS AT MUHIMBILI ORTHOPAEDIC INSTITUTE (MOI)**

**DRAWN BY:**
Pride Attorneys
Mshihiri Street
Morogoro Road
P.O. Box 315
**DAR ES SALAAM**
Email: info@prideattorneys.co.tz
Website: www.prideattorneys.co.tz

# 4. GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDER

## 1.0 Definitions

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

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

"The Goods" means raw materials, products, equipment and other physical objects of every kind and description, whether in solid, liquid or gaseous form, electricity, intangible asset and intellectual property, as well as services incidental to the supply of the goods provided that the value of services does not exceed the value of the goods themselves.

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

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

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

## 2.0 Eligibility

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

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

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

2.4 The origin of Goods is distinct from the nationality of the Supplier.

## 3.0 Standards

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

## 4.0 Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in GCC 4.1, except for purposes of performing the Contract.

4.3 All documents enumerated in GCC 4.1, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract, if so required by the Purchaser.

## 5.0 Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods, output of the services, performance of the works, or any part thereof in the United Republic of Tanzania.

## 6.0 Performance Security

6.1 If a Performance Security is specified in the invitation for quotations, within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Purchaser the performance security in the amount specified in the SCC.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The performance security shall be denominated in Tanzania and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the format provided in the invitation for quotations or another form acceptable to the Purchaser; or

(b) a cashier's or certified check.

6.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations as specified in the SCC.

## 7.0 Inspections and Tests

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

7.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.

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

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

## 8.0 Packing

8.1 The Supplier shall provide such packing of Goods as is required to prevent damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.

8.2 Packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements specified in the SCC and through any subsequent instructions issued by the Purchaser.

## 9.0 Delivery and Documents

9.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping

and/or other documents to be furnished by the Supplier are specified in the **SCC and PO.**

9.2 For purposes of the Contract, "EXW," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

9.3 Documents to be submitted by the Supplier are specified in the SCC and PO and shall include certificates issued by the Purchaser confirming acceptance of the Goods supplied by the Supplier.

## 10.0 Insurance

10.1 Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the **SCC**.

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

## 11.0 Transportation

11.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC 9.2. No restriction shall be placed on the choice of carrier.

11.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

## 12.0 Incidental Services

12.1 A Supplier may be required to provide any additional services as specified within the PO.

## 13.0 Spare Parts

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

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, blueprints, drawings, and specifications of the spare parts, if requested.

## 14.0 Warranty

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

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

14.3 Warranties shall remain valid for period specified in the **SCC and PO** after final acceptance of the Goods by the Purchaser.

14.4 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.

14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.

14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the **SCC and PO,** the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 15.0 Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the **SCC and PO.**

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to GCC 9, and upon fulfillment of other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case number of days specified in the **SCC and PO** after submission of an invoice or claim by the Supplier.

15.4 Payments shall be made Tanzania Shillings unless otherwise stated in the **SCC and PO.**

## 16.0 Prices

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

## 17.0 Change Orders

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

(a) Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) methods of shipment, packing, construction or performance;

(c) the place of delivery; and/or

(d) incidental services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this GCC must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## 18.0 Contract Amendments

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

## 19.0 Assignment

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

## 20.0 Sub-contracts

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

## 21.0 Delays in the Supplier's Performance

21.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the **SCC.**

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

21.3 Except as provided under GCC 24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC 22, unless an extension of time is agreed upon pursuant to GCC 21.2 without the application of liquidated damages.

## 22.0 Liquidated Damages

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

## 23.0 Termination for Default

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

(a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 21; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this GCC:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

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

## 24.0 Force Majeure

24.1 Notwithstanding the provisions of GCC 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 25.0 Termination for Insolvency

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

## 26.0 Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.

26.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.

26.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

## 27.0 Settlement of Disputes

27.1 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 an adjudicator nominated by the appointing Authority specified in **SCC.**

27.2 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the **SCC** refer the dispute for arbitration. If either party within the period mentioned in the **SCC** has not referred the matter for arbitration the decision shall become final and binding to the Parties.

27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this GCC shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.

27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.

27.5 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

## 28.0 Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC 5,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29.0 Governing Language

29.1 The Governing Language of the Contract shall be specified in the **SCC**.

## 30.0 Applicable Law

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

## 31.0 Notices

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

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

## 32.0 Taxes and Duties

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

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

## 33.0 Change of Laws and Regulations

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

# 5: SPECIAL CONDITIONS OF CONTRACT FOR PO

## Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the GCC for PO. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

| SCC Clause Number | GCC Clause Number | Amendments of, and Supplements to, Clauses in the GCC |
|---|---|---|
| | **Definitions (GCC 1)** | |
| 1. | 1.1 | The Purchaser is: **Muhimbili Orthopedic Institute** |
| 2. | 1.1 | The Supplier is: Anudha Limited |
| 3. | 1.1 | The Project is: **Supply of Patient Monitors** |
| | **Performance Security (GCC 6)** | |
| 4. | 6.1 | The amount of performance security, as a percentage of the Contract Price, shall be: 10 percent of the Contract Price |
| 5. | 6.4 | After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with GCC 14.1. |
| | **Packing (GCC 8)** | |
| 6. | 8.2 | The Goods shall be packed properly in accordance with standard packing specified by the PE in the Technical Specification. |
| | **Delivery and Documents (GCC 9)** | |
| 7. | 9.1 | **For Goods supplied from abroad:**<br><br>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:<br><br>(i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;<br><br>(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;<br><br>(iii.) One original plus four copies of the packing list identifying contents of each package;<br><br>(iv.) insurance certificate; |

| | | |
|---|---|---|
| | | (v.) Manufacturer's or Supplier's warranty certificate;<br><br>(vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.<br><br>The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.<br>**Not Applicable** |
| 8. | 9.1 | **For Goods from within the United Republic of Tanzania:**<br><br>Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE:<br><br>(i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;<br><br>(ii.) delivery note, railway receipt, or truck receipt;<br><br>(iii.) Manufacturer's or Supplier's warranty certificate;<br><br>(iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br><br>(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. |
| | **Insurance (GCC 10)** | |
| 9. | 10.1 | The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. |
| | **Incidental Services (GCC 12)** | |
| 10. | 13.1 | Incidental services to be provided are:<br><br>Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including:<br><br>(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<br><br>(b) in the event of termination of production of the spare parts: |

| | | |
|---|---|---|
| | | (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and<br>(ii) Following such termination, furnishing at no cost to the Purchaser, blueprints, drawings, and specifications of the spare parts, if requested. |
| | **Warranty (GCC 14)** | |
| 11. | 14.1 | **The warranty period shall be 2 years** from date of acceptance of the Goods .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:<br>(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,<br>**or**<br>(b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value. |
| 12. | 14.6 | The period for correction of defects in the warranty period is: six (6) months |
| | **Payment (GCC 15)** | |
| 13. | 15.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:<br>**Payment for Goods already imported:**<br>(i) 50% advance payment after contract signing<br>(ii) 100% of the contract price after completion of receiving and inspection report |
| 14. | 15.3 | Rate to be used for paying the Supplier's interest on the late payment made by PE shall be **Not Applicable** |
| | **Prices (GCC 16)** | |
| 15. | 16.1 | Prices shall be adjusted in accordance with provisions in the Attachment to SCC.<br>**Not Applicable** |
| 16. | 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 for goods from abroad. |
| | **Liquidated Damages (GCC 22)** | |
| 17. | 22.1 | Applicable rate: *0.20* of contract value<br><br>Maximum deduction: is equal to the performance security. |
| | **Force Majeure** | |
| 18 | 24.3 | In case of Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof and notice should not exceed 7 days from the day occurrence of the said act of force majeure. |
| | **Force Majeure Remedy** | |
| 19 | 25.1 | Remedy of non performance on ground of force majeure should be sought within 90 days from occurrence of an act of force majeure; expiry of such duration should result in suspending or terminating the contract. |
| | **Procedure for Dispute Resolution (GCC 27)** | |
| 20 | 27.1 | Appointing Authority for the Adjudicator shall be Tanzania Institute of Arbitrators |
| 21 | 27.2 | Failure to amicably settle the dispute, the parties should refer the matter to a court of Competent jurisdiction upon following proper procedure of Institution of such matter before the court.<br><br>Arbitration Institution shall be Tanzania Institute of Arbitrators<br><br>Place for carrying out Arbitration Dar es Salaam Tanzania |
| | **Governing Language (GCC 29)** | |
| 22 | 29.1 | The Governing Language shall be: English |
| | **Applicable Law (GCC 30)** | |
| 23 | 30.1 | The Applicable Law shall be: Laws of the United Republic of Tanzania |
| | **Notices (GCC 31)** | |
| 24 | 31.1 | i) PE's address for notice purposes:<br>The Executive Director,<br>Muhimbili Orthopedic Institute<br>P.O Box 65474<br>DAR ES SALAAM<br><br>ii) Supplier's address for notice purposes:<br>Managing Director<br>Anudha Limited<br>P. O. Box 5982<br>DAR ES SALAAM |

# 6. TECHNICAL SPECIFICATION AND ADDITIONAL REQUIREMENTS

# TECHNICAL SPECIFICATIONS

## PATIENT MONITOR N 12

| GENERAL DESCRIPTION | | QUANTITY | COMPLY/NOT COMPLY |
|---|---|---|---|
| 1 | Compact patient monitor, used for adult, pediatric and neonatal patients AEnglish1<br>DPowercord-U.K.(England)1<br>AuMEC12,12.1"TouchScreen,ECG,NIBP,Temp,MindraySpO21<br>AMindray3/5-lead+ARR+ST1<br>ALi-ionBattery(11.1V,2500mAh)1<br>115-003619-00Electrode+cable+wires:5-lead,Adu,Clip,Defib-proof,IEC1<br>115-037888-00Mindraycable+512FAduFinger1<br>115-037891-00 Tubing+Adu cuff (CM1203 25-35 cm) 10011-30-37393 MR403B reusable Temp probe, Adu, Skin, 2Pin1 | 20 | |
| **DISPLAY** | | | |
| | 12 inch inch high resolution LED touch screen, color resolution 800*600 | | |
| | Should have 7 waveform fields | | |
| **ECG** | | | |
| | Should have provisions to connect 3, 5 leads cables | | |
| | The system shall include at least 24 arrhythmia classifications, including Atrial fibrillation | | |
| | Support ST and QT/QTc interval monitoring | | |
| | Smart Lead-off detection enables the continues monitoring if the electrode is disconnected | | |
| **NIBP** | | | |
| | Wider range for NIBP and PR measurement greatly improves the accuracy of border values | | |
| | PR measurement range: 20 to 300 bpm. | | |
| | Should have a measurement range of 15 to 260 mm Hg | | |
| | Support heart rate analysis and dynamic NIBP analysis | | |
| **TEMPERATURE** | | | |
| | 2 channel temperature | | |
| | Measurement range: 0 to 50 Celsius | | |
| | Resolution: 0.1°C | | |
| **RESPIRATION** | | | |
| | RR meaurement range: 0 to 150rpm | | |
| | Resolution: 1 rpm | | |
| **SPO2** | | | |
| | PR measurement range: 20 to 300 bpm | | |
| | Perfusion Index (PI): the SpO2 monitoring shall provide perfusion index | | |
| | PR value display in HR numeric: the system shall be able to display PR value in HR numeric zoom, when the ECG doesn't measure | | |
| **ALARM FACILITY** | | | |
| | Should have Alarm facility for HR limits, Arrhythmia, ST Segment Limit, and all other parameter limits. | | |

| | | | |
|---|---|---|---|
| | False Alarm Suppression: the Monitor shall be able to analysis multiple parameters to reduce the false alarms for heart rate, pulse rate, arrhythsia events | | |
| | Centralized alarm setup settings | | |
| **GRAPHS AND TRENDS** | | | |
| | Support review and storage of 1200 hours trend, 1800 alarm events, 1600 groups of NIBP measurements, 128 ARR alarms and 48-hour full disclosure waveforms | | |
| System function | | | |
| | 4 hours of working time with standard Li-ion battery , up to 8 hours of working time with optional large capacity Li-ion battery | | |
| | Support external network printer | | |
| | No fan design, remarkably reduces noise | | |
| | IPX1 water-proof | | |
| | View other bed function enables user to check data of any patient in the same network without the help of central station | | |
| | Optional internal 5G/2.4G dual band WiFi card | | |
| | Optional internal storage/ external USB storage, supports power-down storage and data transferring via USB drive | | |
| **SYSTEM CONFIGURATION ACCESSORIES** | | | |
| | 5 Lead ECG cable with cords- 1 set of each | | |
| | SPO2 finger probe along with cable for Adult - 1 units | | |
| | NIBP cuff for conventional Adult, extra-large for adult -1 set of each | | |
| | Temperature accessory for Adult skin – 1 set | | |
| **WARRANTY** | | | |
| | 2 years and after which the Comprehensive Maintenance will follow | | |
| **Documents** | | | |
| | ISO 13485:2003; CE; US/FDA or equivalent certification for the manufacturer of the equipment provided | | |
| | User manual | | |

# DEFIBULATOR

| DESCRIPTION OF FUNCTION | | QTY | COMPLY/NOT COMLY |
|---|---|---|---|
| **General Description** | | | |
| 2 | With a 4-in-1 integrated design(manual defibrillation, AED, pacing, and monitoring modes) | 1 | |
| **Manual Defibrillation** | | | |
| | Asynchronised defibrillation mode for cardioversion of ventricular fibrillation. Synchronised defibrillation mode for cardioversion of atrial fibrillation. | | |
| **AED** | | | |
| | automatically analyses the rhythm and determines whether a shock is<br>necessary. Voice and text prompts guide the user through the process. Voice recording(180 minutes) is also available for after-case analysis and review | | |
| **Monitoring** | | | |
| | Diagnostic quality, 3/5 lead ECG monitoring with respiration, NIBP, SpO2 and EtCO2 | | |
| **Non-invasive pacing** | | | |
| | offers external pacing in demand mode and fixed mode with adjustable rates and output. The 4:1 key enables clinicians to quickly select 1/4 of the defined pacer rate for observation of the patient's underlying rhythm. | | |
| **Power requirement** | | | |
| | defibrillator360J biphasic technology, which increases the chance to save difficult-to-defibrillate patients. | | |
| | Time from initiation of rhythm analysis to charge done with a new battery less than 10s to 200J | | |
| **DISPLAY** | | | |
| | at least 8.4 inch, not less than 3 waveforms, 800X600 pixels | | |
| **ECG** | | | |
| | Should have provisions to connect 3, 5 leads cables | | |
| **NIBP** | | | |
| | Should have a measurement range of 25 to 290 mm Hg | | |
| **SPO2** | | | |
| | PR measurement range: 20 to 300 bpm | | |
| **CO2 Monitoring** | | | |
| | Measurement range 0 -150 mmHg | | |
| | Airway respiration rate (awRR) from 0 to 150 rpm | | |
| **System function** | | | |
| | Lion battery, support not less than 400 shocks with 360J, or 12hours monitoring, or 9 hours pacing with new battery | | |
| | IP44 water-proof | | |
| | Colour coded indicator with real contact impedance value provides a more intuitive guide to clinicians | | |
| | External Paddles with function buttons for energy selection, charging and shock delivery improve usability for clinicians | | |
| | Optional internal 5G/2.4G dual band WiFi card | | |

| | | | |
|---|---|---|---|
| **System accessories** | | | |
| | External Paddles for adult - 1 set | | |
| | 5 Lead ECG cable with cords- 2 set of each | | |
| | SPO2 finger probe along with cable for Adult - 2 set | | |
| | NIBP cuff for conventional Adult, extra-large for adult -1 set of each | | |
| | CO2 Accessory for adult - 1 set | | |
| **Warranty** | | | |
| | 2 years and after which the Comprehensive Maintenance will follow. | | |
| **Documents** | | | |
| | ISO 13485:2003; CE; US/FDA or equivalent certification for the manufacturer of the equipment provided | | |
| | TOTAL | | |

| **GENERAL DESCRIPTION** | **QUANTITY** | **COMPLY/NOT COMPLY** |
|---|---|---|
| **3. PATIENT MONITOR N17 WITH AG** | 5 | |
| Modular patient monitor, all parameters should be modular type | | |
| Should be capable of Monitoring Heart rate, SPO2, NIBP, ECG, Temperature, RR and IBP2, EtCO2, AG | | |
| Upgradable to 8 channel IBP, NMT, BIS, AG, EEG, ICG, PiCCO, rSO2 Module | | |
| Online Guide: the Monitor shall provide comprehensive online guide to help quick applications for non-routine clinical measurements | | |
| Operating Barometric: the Monitor shall be working in 427.5 to 805.5 mmHg (altitude-4550 meters) barometric environment. | | |
| Modular Integration Solution: a plug and play device integration module shall be provided to integrate up to 4 bedside devices (ventilators, anesthesia machines and standalone monitors) to the Monitor screen in realtime. The same module shall not be changed when adding or changing different devices to connect. | | |
| **DISPLAY** | | |
| Should have a Display of 18.5 inch and above diagonal colour TFT display | | |
| Should have 10 waveform fields | | |
| Should operate through Rotary knob & Capacitive Touch screen | | |
| Hotkeys: user shall be able to setup on the display at least 20 most frequently used keys such that accessing to these functions do not need to go through layers of menus | | |
| **Clinical Assistive Applications** | | |
| Hemodynamic Analysis: the Monitor shall provide a graphical tool to assist clinicians for hemodynamic diagnosis, test and evaluations. | | |
| Anesthesia Balance Indicator: the Monitor shall provide an indicator to clearly display the patient anesthesia status. | | |

| | | | |
|---|---|---|---|
| | Calculations: the Monitor shall provide 5 kinds of calculation tools including drug, hemodynamic, ventilation, oxygenation, and renal calculations | | |
| | Early Warning Score (EWS): the Monitor shall provide electronic Early Warning Score | | |
| **ECG** | | | |
| | Should have provisions to connect 3, 5 leads cables, and Automatic 3/5/6/12 - lead recognition,optional for 6, 12 Lead ECG | | |
| | The system shall include at least 25 arrhythmia classifications, including Atrial fibrillation | | |
| | Automatic pacemaker detection: The monitor shall be able to detect the pacemaker when user doesn't know that patient has internal pacemaker. | | |
| | Cableless Measurement: the Monitor shall be able to monitor both ECG and SpO2 without cable connections to free the patient for short range ambulation. | | |
| **NIBP** | | | |
| | PR measurement range: 30 to 300 bpm. | | |
| | Should have Assisting Venous Puncture function | | |
| | Should have a measurement range of 15 to 260 mm Hg | | |
| **INVASIVE BP** | | | |
| | 2-channel of IBP could be performed, including PAWP, PPV and IBP waveform overlapped | | |
| | IBP measurement range: -50 to 360 mmHg | | |
| | could be upgrade to ICP and CPP measurement | | |
| | It shall permit overlapping of up to 10 IBP waveforms | | |
| **TEMPERATURE** | | | |
| | Measurement range: 0 to 50 Celsius | | |
| | Temp difference: It shall provide temperature difference measurement and alarm | | |
| **RESPIRATION** | | | |
| | RR meaurement range: 0 to 200 rpm | | |
| **SPO2** | | | |
| | PR measurement range: 20 to 300 bpm | | |
| | Perfusion Index (PI): the SpO2 monitoring shall provide perfusion index | | |
| | PR value display in HR numeric: the system shall be able to display PR value in HR numeric zoom, when the ECG doesn't measure | | |
| **CO2 Monitoring** | | | |
| | Sidestream Monitoring technology | | |
| | CO2 sample flow rate from 50 - 120 ml/min | | |
| | Airway respiration rate (awRR) from 0 to 150 rpm | | |
| **NMT MONITORING (optional)** | | | |
| | Integrated Neuromuscular Transmission Monitoring in the primary monitor with all accessories. | | |
| **BIS MONITORING (optional)** | | | |

| | | | |
|---|---|---|---|
| | Bispectral Index Monitoring in the primary monitor with all accessories | | |
| | DSA (Density Spectral Array) display | | |
| | CSA (Compressed Spectral Array) display | | |
| **AG MONITORING** | | | |
| | Modular design which could monitoring with CO2/AG/ Paramagnetic O2 at the same time | | |
| | Should be sidestream AG module | | |
| **ALARM FACILITY** | | | |
| | Should have Alarm facility for HR limits, Arrhythmia, ST Segment Limit, and all other parameter limits. | | |
| | False Alarm Suppression: the Monitor shall be able to analysis multiple parameters to reduce the false alarms for heart rate, pulse rate, arrhythsia events | | |
| | Infographic Alarm Indication: a technical alarm list shall be provided, and detailed help messages or pictures shall be available to help identify the problem quickly | | |
| | Manual Event: It shall provide manual event function for the user to quickly capture a snapshot including all current numerics and waveforms, and save as event record for later review | | |
| | Call Help: the system shall provide a function on patient monitor to call nearby medical staff to come to help, such as emergency | | |
| **GRAPHS AND TRENDS** | | | |
| | Should have 24 hour of Graphical and Tabular Trend for NIBP, HR, SPO2, RR, IBP, IBP2, T1, T2, ST. Segment | | |
| | at least 120 hours graphic and tabular trends | | |
| | up to 1000 events review | | |
| | the Monitor shall be able to review long-term full disclosure for at least 3 waveforms and at least 48 hours | | |
| | Permanent Data Storage: the patient data and measurement records shall remain stored permanently in the Patient Monitor even after electric power down and battery depleted | | |
| | Multi-context Review: a comparative review shall display two kinds of reviews simultaneously on screen, for example, tabular trend with graphic trend, graphic trend with full disclosure, event review with graphic trend, etc. The comparative review shall automatically synchronize the time cursor when user moves it in either kind of review | | |
| **SYSTEM CONFIGURATION ACCESSORIES** | | | |
| | 3-Lead ECG cable with cords- 2 units ; 5 Lead ECG cable with cords- 2 units; | | |
| | SPO2 finger probe along with cable for Adult - 2 units | | |
| | NIBP cuff for conventional Adult, extra-large for adult 1 of each | | |
| | IBP monitoring accessory –2 sets. | | |
| | Temperature accessory for Adult skin – 1 set | | |
| | CO2 Accessory for adult - 1 set | | |
| | BIS Accessory for Adult -1 set (optional) | | |

| | | | |
|---|---|---|---|
| | NMT monitor Accessory for adult -1 set (optional) | | |
| | AG monitoring Accessory for adult -1 set | | |
| **WARRANTY** | | | |
| | 2 years and after which the Comprehensive Maintenance will follow | | |
| | **Documents** | | |
| | ISO 13485:2003; CE; US/FDA or equivalent certification for the manufacturer of the equipment provided, User manual | | |
| | | | |
| 5. | Transport Monitor | 2 | |
| | BeneVision N1 1<br><br>English 1<br><br>Power cord - U.K. (England) 1<br><br>N1 Std炻IBP BeneVision N1: 5.5" high-resolution capacitive touch screen, embedded 2 Li-ion batteries (8 hrs), MR 3/5/6-Lead ECG+ARR+ST, Mindray SpO2, NIBP, 2-ch Temp, Built-in 2-Ch IBP, Analog+Defib. Sync., 12V DC Adapter with Power Cord 1<br><br>ECG Trunk Cable (Adu/Ped, Defib-proof) + Leadwires: (Adu, 5-Lead, Clip, IEC) + Electrodes (Intco, Adu, 5 Pcs) 1 Mindray SpO2 512E Sensor (Adu, >30kg, Finger-tip) + 2.5m Cable 1<br><br>NIBP Tubing (Adu/Ped) + CM1303 Cuff (Bladderless, Adu, 25-35cm) 1<br><br>MR403B Temp Probe (Adu, Skin, 3.6m) 1<br><br>ICU Medical 42584 IBP Kit (Incl. 5 Pcs Disposable Transducer) 1 | | |

# RECORD OF NEGOTIATIONS

**Name of the Procuring Entity:** MUHIMBILI ORTHOPAEDIC INSITUTE (MOI)

**Name of the Service Provider:** ANUDHA LTD

**Procurement Category/Nature of the Procurement:** GOODS
**Subject of Procurement:** SUPPLY OF ICU EQUIPMENT PA-008/2021/2022/G/33
**Method of Procurement:** SINGLE SOURCE
**Date of Negotiation:** 19/11/2021
**Place:** ANAESTASIA ROOM
**Time:** 08:00 AM

| PART 1: RECORD OF NEGOTIATIONS | |
|---|---|
| **ISSUE** | **AGREEMENT (WITH FULL DETAILS)** |
| Payment terms | 1. We agreed that 50% will be paid as advance and 50% will be paid after delivery and installation |
| Price Reduction | 1. We agreed that the reduction price of Patient Monitors (UMEC12) will be 6,000,000.00 for each machine instead of 6200,000.00<br>2. We agreed to add 2 transport/portable Patient monitors and the reduction of price of Transport/portable Patient Monitors (N12) will be 9,400,000.00 per each instead of 9,600,000.00<br>3. We agreed that Defibrilator (Beneheart D6) and Patient Monitors N17 with AG will remain as quoted. |
| Employer and supplier obligations | 1. We agreed that the warrant will be for two years and during warrant time they shall do two annual Preventive maintenance for each machine freely. |

| | |
|---|---|
| | 2. We agreed that after the end of warrant we shall negotiate about the service contract<br>3. During warrant we shall call them if the machines will have any problems and they will come to provide service here MOI.<br>4. We agreed that Supplier should provide service manual and user manual for each machine<br>5. We agreed that the delivery will be for three months. |
| AOB | 1. We agreed that the Supplier should organize the Technical Training for our Biomedical engineers separately from user training.<br>2. We agreed to make additional of 2 patient monitors (UMEC12) to make a total of 22 Patient Monitors |

**Price schedule Supply of patient monitors PA-008/2021/2022/G/33**

| Item No | Description | Unit of measure | Quantity | Unit price | Total |
|---|---|---|---|---|---|
| 1 | Patient Moniotors EUMEC 12 | Each | 22 | 6,000,000.00 | 132,000,000.00 |
| 2 | Transport Monitor | Each | 2 | 9,400,000.00 | 18,800,000.00 |
| 3 | Defibrilator | Each | 1 | 23,900,000.00 | 23,900,000.00 |
| 4 | Patient monitors N17 with AG | Each | 5 | 42,300,000.00 | 211,500,000.00 |
| | **Total** | | | | **386,200,000.00** |

We hereby certify that the above is a true and accurate record of the negotiations:

**FOR PROCURING ENTITY**

| S/N | NAME | POSITION & ORGANISATION | SIGNATURE & DATE |
|---|---|---|---|
| 1. | Mariuma Rahe | Chairperson | |
| 2. | Elizabetha Mrigida | Member /MOI | 19/11/2021 |
| 3. | Naghuhiwa Mbuye | Recorder (Ms | |

**FOR SUPPLIER**

| S/N | NAME | POSITION & ORGANISATION | SIGNATURE & DATE |
|---|---|---|---|
| 1. | Nishita Patel | Marketing Head | 19/11/2021 |
| 2. | Beena Mani | Executive Director | 19/11/2021 |

Form No. 14B

## RECORD OF NEGOTIATIONS

**Name of the Procuring Entity:** *MUHIMBILI ORTHOPAEDIC INSTITUTE*

*[Insert tender identification number]* *PA-008/2021/2022/G/33*

**Subject of Procurement:** SUPPLY OF ICU EQUIPMENT

**Menthod of Procurement: SINGLE SOURCE**

**Date of Negotiation: 19/11/2021**

**PART 2: RECORD OF ATTENDANCE AT NEGOTIATIONS**

| S/No. | Name | Position | Firm/Company | Signature |
|---|---|---|---|---|
| 1. | Nichita Peter | Marketing Head | Arnautra Ltd | |
| 2. | Ruan Nienki | Biomedical Engr | Arnautra Ltd | |
| 3. | Elizabetha Mrimi | Biomedical Eng | MoT | |
| 4 | Maimuna Rake | chairperson | MOI | |
| 5 | Naghulima Mong | Recorder | MOI | |
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## 7. NOTARIZED POWER OF ATTORNEY

## STANDARD POWER OF ATTORNEY

**TO ALL IT MAY CONCERN**

**THAT BY THIS POWER OF ATTORNEY** given on the 13th day of November, 2021.

We the undersigned **ANUDHA LIMITED** of P.O. Box 5982 Morogoro Road, Dar es salaam by virtue of authority conferred to us by the Board Resolution No. 82 of 13th day of November, 2021, **DO HEREBY** ordain and nominate **ANURAG HASSIJA** of P.O. Box 2019 Dar es salaam, to be our true and lawful ATTORNEY and Agent, with full power and authority, for us and in our names, and for our accounts and benefits to do any, or all the following acts in respect of Tender No. **PA-008/2021/2022/G/33** that is to say;

To act for the company and do any other thing or things incidental for **SUPPLYOF PATIENT MONITORS AT MUHIMBILI ORTHOPAEDIC INSTITUTE (MOI).**

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

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

**SEALED** with the common seal of the said **ANUDHA LIMITED** and delivered in the presence of us this 13th day of November, 2021.

**IN WITNESS WHEREOF** we have signed this deed on the 13th day of November, 2021 at Dar es Salaam for and on behalf of **ANUDHA LIMITED**

**SEALED** with the Common Seal of
**ANUDHA LIMITED**
and DELIVERED at Dar es salaam in the presence of us
this ....13th.....day of ....November.....2021

ANUDHA LIMITED
P.O.Box 5982
SEAL DAR-ES-SALAAM
TEL: 2121188, 2125746
FAX: 2126490

**BEFORE ME**

ADVOCATE
NOTARY PUBLIC
&
COMMISSIONER
FOR OATHS
DAR-ES-SALAAM

**COMMISIONER FOR OATHS**

## ACKNOWLEDGMENT

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

**SIGNED** and **DELIVERED** at Dar es Salaam by the said **ANURAG HASSIJA** who is introduced/Identified to me by ..... the latter being known to me personally in my presence this 13th day of November 2021

.....
**DONEE**

**BEFORE ME:**

Name : Victor Mhoro

Signature : .....

Postal Address: 315 Dsm

Qualification : **COMMISSIONER FOR OATHS**

VICTOR MHORO
ADVOCATE
NOTARY PUBLIC
&
COMMISSIONER FOR OATHS
P.O. BOX 5, DAR-ES-SALAAM

## 8. NOTIFICATION OF AWARD

MUHIMBILI ORTHOPAEDIC INSTITUTE

P.O. Box 65474; DAR ES SALAAM, TANZANIA, MUHIMBILI COMPLEX
Executive Director: +255-022-2153359
General lines: +255-022-2151298/2152937/2152938
FAX: +255-022-2151744
E-Mail: info@moi.ac.tz

Offering Services in Orthopaedics, Neurosurgery and Traumatology

Ref. Tender No. PA-008/2021/2022/G/33 18th November, 2021

Managing Director,
M/s Anudha Ltd,
P.O. Box, 5982,
**DAR ES SALAAM.**

**RE: NOTIFICATION OF AWARD FOR TENDER NO. PA-008/2021/2022/G/33 FOR SUPPLY OF SUPPLY OF ICU EQUIPMENT**

The Muhimbili Orthopaedic Institute is pleased to notify you **M/s Anudha Ltd, P.O. Box 5982 Dar es Salaam** that you have been awarded the Tender No. PA-008/2021/2022/G/33 for Supply of ICU equipment for the period of 60 days starting from 1st December, 2021 to 29th January, 2022, at the Bid Price Tshs **386,200,000.00 VAT Exclusive (Three Hundred Eighty six Million, Two Hundred Thousand Only).**

You are required to acknowledge us within three Days after receiving the letter. Furnish with us a performance Bond of 10% of the Contract price. The contract will commence after signing the contract.

Yours Sincerely,

Dr. R. L. Boniface
**EXECUTIVE DIRECTOR**

# 9. MINUTES OF NEGOTIATION

# RECORD OF NEGOTIATIONS

**Name of the Procuring Entity:** MUHIMBILI ORTHOPAEDIC INSITUTE (MOI)

**Name of the Service Provider:** ANUDHA LTD

**Procurement Category/Nature of the Procurement:** GOODS
**Subject of Procurement:** SUPPLY OF ICU EQUIPMENT PA-008/2021/2022/G/33
**Method of Procurement**: SINGLE SOURCE
**Date of Negotiation:** 19/11/2021
**Place:** ANAESTASIA ROOM
**Time:** 08:00 AM

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|---|---|
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| Employer and supplier obligations | 1. We agreed that the warrant will be for two years and during warrant time they shall do two annual Preventive maintenance for each machine freely. |

| | |
|---|---|
| | 2. We agreed that after the end of warrant we shall negotiate about the service contract<br>3. During warrant we shall call them if the machines will have any problems and they will come to provide service here MOI.<br>4. We agreed that Supplier should provide service manual and user manual for each machine<br>5. We agreed that the delivery will be for three months. |
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| 2 | Transport Monitor | Each | 2 | 9,400,000.00 | 18,800,000.00 |
| 3 | Defibrilator | Each | 1 | 23,900,000.00 | 23,900,000.00 |
| 4 | Patient monitors N17 with AG | Each | 5 | 42,300,000.00 | 211,500,000.00 |
| | **Total** | | | | **386,200,000.00** |

We hereby certify that the above is a true and accurate record of the negotiations:

**FOR PROCURING ENTITY**

| S/N | NAME | POSITION & ORGANISATION | SIGNATURE & DATE |
|---|---|---|---|
| 1. | Maimuna Rahe | Chairperson | |
| 2. | Elizabetha Mrimba | Member / MOI | 19/11/2021 |
| 3. | Naghuhiwa Mbuye | Recorder (MO | |

**FOR SUPPLIER**

| S/N | NAME | POSITION & ORGANISATION | SIGNATURE & DATE |
|---|---|---|---|
| 1. | Nishita Patel | Marketing Head | 19/11/2021 |
| 2. | Brian Manki | Biomedical Engineer | 19/11/2021 |

Form No. 14B

## RECORD OF NEGOTIATIONS

**Name of the Procuring Entity:** *MUHIMBILI ORTHOPAEDIC INSTITUTE*

*[Insert tender identification number]* *PA-008/2021/2022/G/33*

**Subject of Procurement:** SUPPLY OF ICU EQUIPMENT

**Menthod of Procurement: SINGLE SOURCE**

**Date of Negotiation: 19/11/2021**

**PART 2: RECORD OF ATTENDANCE AT NEGOTIATIONS**

| S/No. | Name | Position | Firm/Company | Signature |
|---|---|---|---|---|
| 1. | Nishita Patel | Marketing Head | Anudha Ltd | |
| 2. | Brian Mariki | Biomedical Engineer | Anudha Ltd | |
| 3. | Elizabetha Mrimba | Biomedical Eng | MOI | |
| 4 | Maimuna Rake | chairperson | MOI | |
| 5 | Naghuliwa Mng | Recorder | MOI | |
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