THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN

msd

medical stores department

ISO 9001:2015 Certified

TENDER NUMBER: IE-009/2019/2020/HQ/G/98

For

SUPPLY OF LABORATORY REAGENTS, TEST KITS AND SUPPLIES FROM MANUFACTURERS AUTHORISED DISTRIBUTORS (PRIORITY and ROUTINE ITEMS) TO MEDICAL STORES DEPARTMENT USING FRAMEWORK CONTRACT

Director General
Medical Stores Department
Off Nyerere road, Keko Mwanga
P.O.Box 9081
Dar es Salaam, Tanzania
Tel: 255 22 2860890/7
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AUGUST 2019

SECTION I: INVITATION FOR TENDERS

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INVITATION FOR TENDER

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in the procurement Journal newspaper dated 27th June 2019.

2. The Government of the United Republic of Tanzania through The Ministry of Health, Community Development, Gender, Elderly and Children has set aside funds for the operation of the Medical Stores Department during the financial year 2019-2020. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the **Supply of Laboratory Reagents, Test Kits and Supplies from MANUFACTURERS AND AUTHORISED DISTRIBUTORS (ILS and ROUTINE Items) Using Framework Contract**

3. The Medical Stores Department Tender board on behalf of Ministry of Health, Community Development, Gender, Elderly and Children now invites sealed tenders from eligible Laboratory Reagents and Supplies Manufacturers and Authorized Distributors for carrying out the Supply of Laboratory Reagents, Test Kits and Supplies under Framework Contract.

4. Tendering will be conducted through the International competitive bidding procedures specified in the Procurement Regulations, 2013 – Government Notice No. 446 and is open to all Tenderers as defined in the Regulations.

5. Interested eligible Bidders may obtain further information from and inspect the Tendering Documents at the office of the Secretary, Medical Stores Department Tender Board, Off Nyerere Road, Keko Mwanga, and P.O. Box 9081 Dar es Salaam, Tanzania from Thursday 21st August, 2019 from **8.00 a.m to 3.30 p.m** on Mondays to Fridays inclusive except on public holidays. Alternatively the interested Tenderers may view the tender document in the Medical Stores Department **website *(www.msd.go.tz) and PPRA website.***

6. A complete set of Tendering Document(s) in English and additional sets may be purchased by the interested Tenderers on submission of a written application letter to the address given in paragraph 5 and upon payment of a non-refundable fee of US Dollar 50 equivalent to TZS 120,000.00. Payment should be by Banker's Draft, Banker's Cheque, or through bank transfer (Extra charges of US Dollar 25 as a bank transfer charges should be added in the fee) payable to **Director General Medical Stores Department, Off Nyerere road, Keko Mwanga, P.O. Box 9081, Dar es Salaam, Tanzania.**

   The following bank details should be used.

   BANK: TIB CORPORATE BANK – 7TH FLOOR, SAMORA TOWER, CORNER OF SAMORA AVENUE/BRIGE STREET, DAR ES SALAAM, TANZANIA
   ACCOUNT No. TZS: 004600000793401
   USD: 004600000793402
   SWIFT CODE: TAINTZTZ

7. All tenders must be accompanied with Tender securing declaration in the format provided in the Tender document.

8. All tenders in one original plus "ONE COPY", and a soft copy (compulsory) of the price schedule properly filled in the format provided, and enclosed in plain envelopes must be delivered to the address below at or **before 10.00 TUESDAY 24th September, 2019.** Envelopes shall bear the words: **''IFT NO IE-009/2019/2020/HQ/G/98: DO NOT OPEN BEFORE TUESDAY 24th September, 2019 AT 10.00 HOURS LOCAL TIME".** Tenders will be opened promptly in public and in the presence of Tenderers' representatives who choose to attend in the opening at the Medical Stores Department Board Room, Off Nyerere Road, Keko Mwanga, and P.O. Box 9081 Dar es Salaam, Tanzania.

9. Late Tenders, portion of Tenders, Electronic Tenders, Tenders not received, Tender not Opened in and not readout in public at the Tender open ceremony shall not be accepted for evaluation irrespective of the circumstances

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SECTION II: INSTRUCTION TO TENDERERS

Table of Clauses

G. Review of Procurement Decisions

A. Introduction

1. Scope of Tender

1.1 The Procuring Entity, as specified in the **Tender Data Sheet** and in the Special Conditions of Contract (SCC), invites Tenders for supply of Goods (Laboratory Reagents and Supplies, vaccines, contraceptives, or nutritional supplements as specified in the **Tender Data Sheet)** described in the Schedule of Requirements.

1.2 The successful Tenderer will be expected to supply the goods within the period stated in the **Tender Data Sheet** from the start date and completion date specified in the **Tender Data Sheet.**

2. Source of Funds

2.1 The Government of the United Republic of Tanzania through Medical stores Department has set aside sufficient funds for the operations of the Procuring Entity named in the **Tender Data Sheet** during the Financial Year indicated in the **Tender Data Sheet.** It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of goods as described in the **Tender Data Sheet.**

2.2 Payments will be made directly by the Procuring Entity (or by financing institution specified in the **Tender Data Sheet** upon request of the Procuring Entity to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

3. Eligible Tenderers

3.1 A Tenderer may be natural persons, companies or firms or public or semi-public agencies of Tanzania and foreign countries, subject to ITT sub-Clause 3.4 or any combination of them with a formal intent or letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the **Tender Data Sheet**, there is no limit on the number of members in a joint venture, consortium, or association.

3.2 The Lead Member shall at the time of contract award confirm the appointment by submission of a Power of Attorney to the Procuring Entity.

3.3 Any Tender from a joint venture, consortium or association

shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Entity.

3.4 The invitation for Tenders is open to all service providers as defined in the Public Procurement Regulations, 2013 – Government Notice No. 446, except as provided hereinafter.

3.5 National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated Tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved Laboratory Reagents and Supplies Manufacturer in Tanzania before signing the contract.

3.6 A Tender shall not have a conflict of interest. All Tenderers found to be in conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:

a) Are associated or have been associated in the past, directly or indirectly with a firm or any of it's affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the specifications and other documents to be used for the procurement of the goods to be procured under this Invitation for Tenders.

b) have controlling shareholders in common; or

c) receive or have received any direct or indirect subsidy from any of them; or

d) have the same legal representative for purposes of this Tender; or

e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

f) submit more than one Tender in this Tendering process. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or

g) participated as a consultant in the preparation of the design or technical specifications of the services that

are the subject of the Tender.

3.7 A Tenderer may be ineligible if –

(a) the Tenderer is declared bankrupt or, in the case of company or firm, insolvent;

(b) payments in favour of the Tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

(c) legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

(d) the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;

(e) the Tenderer is debarred and blacklisted in accordance with Section 62 of the Act or ineligible in accordance with section 84(7) of the Act, from participating in public procurement for corrupt, coercive, collusive, fraudulent or obstructive practices, failure to abide with a Tender Securing Declaration, breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals.

3.8 Public or semi-public owned enterprises in the United Republic of Tanzania may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government. And are registered by relevant registration board

3.9 Tenderers shall provide to the Procuring Entity evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.

3.10 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.11 Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten percent of the tender price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to

such goods and services. For the purpose of this Tender ineligible countries are stated in the **Tender Data Sheet.**

4.2 For the purposes of this Clause, the term "goods" includes commodities, raw materials, machinery, equipment and industrial plants, and "related services" includes services such as insurance, installation, training and initial maintenance.

4.3 For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.

4.4 The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.

4.5 To establish the eligibility of the supplies and the related services, Tenderers shall fill the country of origin declarations included in the form of Tender.

4.6 To establish the eligibility good and eligibility services the country of origin of declaration of the price schedule included in the forms of Tender.

5. One Tender per Tenderer

5.1 A firm shall submit only one Tender, in the same Tendering process, either individually as a Tenderer or as a partner in a joint venture.

5.2 No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same Tendering process.

5.3 A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.

5.4 A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals in which the Tenderer has participated to be disqualified.

6. Cost of Tendering

6.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process except as provided for under Section 97(5) (f) of the Public Procurement Act No. 7 of 2011.

B. Tendering Documents

7. Content of Tendering Documents

7.1 The goods required, Tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Invitation for Tenders, the Tendering documents which should be read in conjunction with any addenda issued in accordance with ITT clause 9.2 include:

Section II. Instructions to Tenderers (ITT)
Section III. Tender Data Sheet (TDS)
Section IV. General Conditions of Contract (GCC)
Section V. Special Conditions of Contract (SCC)
Section VI. Schedule of Requirements
Section VII. Technical Specifications
Section VIII. Forms - Tender
- a) Form of Tender
- b) Letter of acceptance
- c) Form of Contract
- d) Price Schedules
- e) Form of qualification information

Section IX: Forms of Security
- f) Tender Security Form or Tender Securing Declaration
- g) Performance Security Form
- h) Bank Guarantee for Advance Payment Form

Section X : Integrity Undertaking by Tenderer on anti-bribery Policy

7.2 The number of copies to be completed and returned with the Tender is specified in the **Tender Data Sheet**

7.3 The Invitation for Tenders (Section I) issued by the Procuring Entity is not part of the Tendering Documents. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in sub-Clause 7.1 above, said Tendering Documents will take precedence.

7.4 The Procuring Entity is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the Procuring Entity.

7.5 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

8. Clarification of Tendering Documents

8.1 A prospective Tenderer requiring any clarification of the Tendering Documents shall contact the writing or in electronic forms that provide record of the content of communication at the Procuring Entity's address indicated in the **Tender Data Sheet.**

8.2 The Procuring Entity will within three (3) working days after receiving the request for clarification respond in writing or in electronic forms that provide record of the content of

communication to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for the submission of Tenders prescribed in sub-Clause 22.1 and in case of non-competitive methods, three (3) days prior to the deadline for submission of Tenders.

8.3 Copies of the Procuring Entity's response shall be sent to all prospective Tenderers who have purchased the Tendering Documents, including a description of the inquiry but without identifying its source.

8.4 Should the Procuring Entity deem it necessary to amend the Tendering documents as a result of a clarification, it shall do so following the procedure under ITT Clause 9.

9. Amendment of Tendering Documents

9.1 Before the deadline for submission of Tenders, the Procuring Entity, for any reason, whether at its own initiative or in the response to clarification requested by a prospective Tenderer, may modify the Tendering Documents by issuing Addenda.

9.2 Any addendum issued including the notice of any extension of the deadline shall be part of the Tender documents pursuant to sub-Clause 7.1 and shall be communicated in writing or in electronic forms that provide record of the content of communication to tenderers to which the Procuring Entity provided the Tendering Documents.

9.3 In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, at its discretion, the deadline for submission of Tenders, pursuant to ITT sub-Clause 22.2.

C. Preparation of Tenders

10. Language of Tender

10.1 The Tender prepared by Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the language specified in the **Tender Data Sheet.** Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Tender Data Sheet, in which case, for purposes of interpretation of the Tender, the translation shall govern.

11. Documents Constituting the Tender

11.1 The Tender prepared by the Tenderer shall constitute the following components:

a) Form of Tender and a Price Schedule completed in accordance with **ITT Clauses 14, 15, and 16**;

b) Form of Sample(s) as requested in the **Tender Data Sheet.**

c) Documentary evidence established in accordance with **ITT Clause 13** that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is

accepted;

d) Documentary evidence established in accordance with sub-Clause 13.3(a) that the Tender has been authorized by the manufacturer to supply the goods into the United Republic of Tanzania, where required and where the Laboratory Reagents and Supplies **Manufacturers and Authorized Distributors** is not the manufacturer of those goods;

e) Documentary evidence established in accordance with **ITT Clause 12** that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tendering Documents;

f) Tender security or Tender securing declaration furnished in accordance with **ITT Clause 18**;

g) Written Power of Attorney (in the format provided in Section VIII – Forms of Tender) authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 20.2;

h) Documentary evidence in accordance with ITT Clause 12 that the goods and related services conform to the Tendering Documents; and

i) Any other document required in the **Tender Data Sheet**.

11.2 Where a sample(s) is required by a procuring entity, the sample shall be:

(a) submitted as part of the tender, in the quantities, sizes and other details requested in the invitation to tender;

(b) carriage paid;

(c) received on, or before, the closing time and date for the submission of tenders; and

(d) evaluated to determine compliance with all characteristics listed in the **Tender Data Sheet**..

11.3 The Procuring Entity shall retain the sample of the successful tenderer. A Procuring Entity shall reject the tender if the sample-

(a) does not conform to all characteristics prescribed in the solicitation documents and

(b) are not submitted within the specified time.

11.4 Where it is not possible to avoid using a propriety article as a sample, a tenderer shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being tendered for and that competition shall not thereby be limited to that article only.

11.5 Samples made up from materials supplied by a procuring entity shall not be returned to a tenderer nor shall a Procuring

Entity be liable for the cost of making them.

11.6 All samples produced from materials belonging to an unsuccessful tenderer which are not claimed by the tenderer within a period of thirty (30) days from the date of award of contract shall be the property of the procuring entity and shall dispose them in such a manner as may be directed by the Accounting Officer.

12. Documents Establishing Eligibility of Goods and Related Services and Conformity to Tendering Documents

12.1 Pursuant to ITT Clause 11, the Tenderer shall furnish, as part of its Tender, documents establishing the eligibility of the Health Sector Goods and Related Services to be supplied under the Contract.

12.2 The documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

12.3 The documentary evidence of conformity of the Goods and Related Services to the Tendering Documents may be in the form of literature, drawings, and data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the Goods;

(b) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the Goods and Related Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

(c) any other procurement specific documentation requirement as stated in the **Tender Data Sheet**.

12.4 Unless the **Tender Data Sheet** stipulates otherwise, the Goods to be supplies under the contract shall be registered with the relevant authority in the United Republic of Tanzania. A Tenderer who has already registered its Goods by the time of Tendering should submit a copy of the Registration Certificates, with its Tender. Otherwise, the successful Tenderer, by the time of contract signing, shall submit to the Procuring Entity either;

(a) A copy of the Registration Certificate of the Goods for use in the United Republic of Tanzania, OR if such Registration Certificate has not yet been obtained;

(b) Evidence establishing to the Procuring Entity’s satisfactions that the Tenderer has complied with all the documentary requirements for registration as specified in the **Tender Data Sheet.**

12.4.1 The Procuring Entity shall at all times cooperate with the

successful Tenderer to facilitate the registration process within the United Republic of Tanzania. The agency and contact person able to provide additional information about registration are identified in the **Tender Data Sheet.**

12.4.2 If the Goods of the successful Tender have not been registered in the United Republic of Tanzania at the time of contract signing, then the contract shall become effective upon such date as the certificate of Registration is obtained.

12.5 For purposes of the commentary to be furnished pursuant to ITT Clause 12.3 (b) above, the Tenderer shall note that standards as well as references to brand names designated by the Procuring Entity in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its Tender, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

12.6 The required documents and other accompanying documents must be typewritten in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

13. Documents Establishing Eligibility and Qualifications of the Tenderer

13.1 Pursuant to ITT Clause 11, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted

13.2 The documentary evidence of the Tenderer's eligibility to Tender shall establish to the Procuring Entity's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under **ITT Clause** 4.

13.3 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods in the United Republic of Tanzania;

b) the Tenderer has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in **Tender Data Sheet**;

c) that, in the case of a Tenderer not doing business within the United Republic of Tanzania, the Tenderer is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Laboratory Reagents and Supplies Manufacturer's maintenance, repair, and spare parts-stocking obligations

prescribed in the General Conditions of Contract and/or Technical Specifications; and

d) That the Tenderer meets the qualification criteria listed in the **Tender Data Sheet.**

13.4 When Tendering for more than one Contract under the slice and package arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the slices or lots being applied for in regard to:-

a) average annual turnover;

b) particular experience including key production rates;

c) financial means, etc.;

d) personnel capabilities; and

e) Equipment capabilities.

In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those slices for which the Tenderer meets the above requirement.

14. Form of Tender

14.1 The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Tender Form must be completed without any alterations to its format and no substitute shall be accepted.

15. Tender Prices

15.1 The Tender prices and discounts quoted by the Tenderer in the Tender Form and in the Price Schedules shall conform to the requirements specified below.

15.2 All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive.

15.3 The Tender price to be quoted in the Form of Tender in accordance with sub-Clause 15.1 shall be the total price of the Tender, excluding any discounts offered.

15.4 The Tenderer shall quote any unconditional discounts and the methodology for their application in the Tender Form in accordance with sub-Clause 15.9.

15.5 The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract

15.6 Prices indicated on the Price Schedule shall be entered

separately in the following manner:

a) For goods manufactured from within the United Republic of Tanzania:

   i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

      A. on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory;
      or
      B. On the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.

   ii) United Republic of Tanzania sales and other taxes which will be payable on the goods if the contract is awarded.

   iii) The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Tender Data Sheet.**

   iv) The price of other (incidental) services, if any, listed in the Tender **Data Sheet**.

b) For goods offered from abroad, to be imported:

   i) The price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the **Tender Data Sheet**. In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country.

   ii) The price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Tender Data Sheet**.

   iii) The price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **Tender Data Sheet.**

   iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **Tender Data Sheet**.

   v) The price of (incidental) services, if any, listed in the

Tender Data Sheet.

c) For Goods manufactured outside the United Republic of Tanzania, already imported:

(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final

d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) The price of each item comprising the Related Services (inclusive of any applicable taxes).

15.7 Prices proposed on the Price Schedule for goods and related services shall be disaggregated, where appropriate as indicated in this sub-Clause. This desegregation shall be solely for the purpose of facilitation the comparison of Tenders by the Procuring Entity. This, shall not in any way limit the Procuring Entity's right to contract on any of the terms offered:-

a) **For Goods:-**

i) he price of the Goods, quoted CIP or other INCOTERMS as specified in the **Tender Data Sheet**

ii) ll customs duties, sales tax, value added tax, and other taxes applicable in the United goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Tenderer, and

b) **For Related Services**

i) The price of the related services,

ii) All customs duties, sales tax value added tax, and other taxes applicable in the United Republic of Tanzania, paid or payable, on the related services, if the contract is awarded to the Tenderer; and

iii) The total price for the item

15.8 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account, unless otherwise specified in the **Tender Data Sheet**. A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to ITT Clause 28. If, however, in accordance with the **Tender Data Sheet**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the contract, a Tender submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

15.9 If so indicated in the **Tender Data Sheet** and Instructions to Tenderers, that Tenders are being invited for individual contracts (Lots) or for any combination of contracts (packages), Tenderers wishing to offer any price reduction for the award of more than one contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual contracts within a package.

16. Tender Currencies

16.1 Prices shall be quoted in the following currencies:

a) For goods and services that the Tenderer will supply from within the United Republic of Tanzania, the prices shall be quoted in Tanzania Shillings, unless otherwise specified in the **Tender Data Sheet.**

b) For goods and related services that the Tender will supply from outside the United Republic of Tanzania, or for imported parts or components of goods and related services originating outside the United Republic of Tanzania, the Tender prices shall be quoted in any freely convertible currency of another country. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies

16.2 The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in sub-Clause.16.1 above shall be the selling rates for similar transactions established by the authority specified

in the **Tender Data Sheet** prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of exchange, the provisions of sub-Clause 30.1 shall apply. In any case, payments will be computed using the rates quoted in the Tender.

16.3 Tenderers shall indicate details of their expected foreign currency requirements in the Tender.

16.4 Tenderers may be required by the Procuring Entity to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the Special Conditions of Contract are reasonable and responsive to sub-Clause 16.1.

17. Tender Validity Period

17.1 Tenders shall remain valid for the period stipulated in the **Tender Data Sheet** after the date of Tender submission specified in ITT Clause 22. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request that the Tenderer's consent to an extension of the period of validity of their Tenders. The request and the Tenderers responses shall be made in writing or in electronic forms that provide record of the content of communication. The Tender Security provided under ITT Clause 18 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender security or causing to be executed its Tender securing declaration. A Tenderer agreeing to the request will not be required nor permitted to modify its Tender, but will be required to extend the validity of its Tender security or Tender Securing declaration for the period of the extension, and in compliance with ITT Clause 18 in all respects.

17.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.

18. Tender Security or Tender Securing Declaration

18.1 Pursuant to ITT Clause 11, unless otherwise specified in the **Tender Data Sheet**, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the **Tender Data Sheet** or Tender Securing Declaration as specified in the **Tender Data Sheet** in the format provided in Section IX.

18.2 The Tender security or Tender securing declaration is required to protect the Procuring Entity against the risk of

Tenderer's conduct which would warrant the security's forfeiture, pursuant to sub-Clause 18.9.

18.3 The Tender Security shall be denominated in local currency or in a freely convertible currency, and shall be, at the Tenderer's option, in one of the following forms:

a) a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm located in the United Republic of Tanzania or abroad, in the form provided in the Tendering Documents or another form acceptable to the Procuring Entity and valid for twenty eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer; or,

b) a cashier's or certified check; or

c) Another security indicated in the **Tender Data Sheet**, from a reputable source from an eligible country.

18.4 The Tender security shall be in accordance with the Form of the Tender Security or Tender Security Declaration included in Section IX or another form approved by the Procuring Entity prior to the Tender submission

18.5 The Tender security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 18.9 are invoked.

18.6 Any Tender not accompanied by a Tender security or Declaration in accordance with sub-Clauses 18.1 and 18.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITT Clause 28.

18.7 Unsuccessful Tenderers' Tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the Procuring Entity pursuant to ITT Clause 17.

18.8 The successful Tenderer's Tender security will be discharged upon the Tenderer signing the contract or pursuant to ITT Clause 41, and furnishing the performance security, pursuant to ITT Clause 42.

18.9 The Tender security may be forfeited or the Tender securing declaration executed:

a) if a Tenderer

i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form except as provided for in sub-Clause 17.2; or

ii) does not accept the correction of errors pursuant to sub-Clause 30.3; or

b) in the case of a successful Tenderer, if the Tenderer fails:

i) to sign the contract in accordance with ITT Clause 41; **or**

ii) To furnish performance security in accordance with ITT Clause 42.

18.10 The Tender security or the Tender Securing Declaration of a joint venture must be in the name of the joint venture submitting the Tender.

18.11 A Tenderer shall be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time indicated in the Tender Securing Declaration:

(a) if the Tenderer withdraws its Tender, except as provided in sub-Clauses 17.2 and 30.2; or

(b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:

(i) sign the contract, or

(ii) furnish the required performance security

19. Alternative Tenders by Tenderers

19.1 Tenderers shall submit offers that comply with the requirements of the Tendering Documents, including the basic Tenderer's specification as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the **Tender Data Sheet**. If so allowed, sub-Clause 19.2 shall prevail.

19.2 When alternative schedule for delivery of goods is explicitly invited, a statement of that effect will be included in the Tender Data Sheet as will the method for evaluating different schedule for delivery of goods.

19.3 If so allowed in the **Tender Data Sheet**, Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity.

20. Format and Signing of Tender

20.1 The Tenderer shall prepare an original and the number of copies/sets of the Tender indicated in the **Tender Data Sheet,** clearly marking each one as "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall prevail.

20.2 The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **Tender Data Sheet** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.

20.3 Any interlineations, erasures, or overwriting to correct errors made by the Tenderer should be initialed by the person or persons signing the Tender.

20.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to contract execution if the Tenderer is awarded the contract

D. Submission of Tenders

21. Sealing and Marking of Tenders

21.1 The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

21.2 The inner and outer envelopes shall:

a) be addressed to the Procuring Entity at the address given in the **Tender Data Sheet**; and

b) bear the Project name indicated in the **Tender Data Sheet**, the Invitation for Tenders (IFT) title and number indicated in the **Tender Data Sheet**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Tender Data Sheet**, pursuant to sub-Clause 22.1.

21.3 In addition to the identification required in sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late" pursuant to ITT Clause 22 and for matching purpose under ITT Clause 21.

21.4 If all envelopes are not sealed and marked as required by sub-Clause 21.2, the Procuring Entity will assume no responsibility

for the misplacement or premature opening of Tender.

21.5 If the outer envelope discloses the Tenderer's identity, the Procuring Entity will not guarantee the anonymity of the Tender submission, but this shall not constitute grounds for rejection of the Tender.

22. Deadline for Submission of Tenders

22.1 Tenders shall be received by the Procuring Entity at the address specified under sub-Clause 21.2 no later than the date and time specified in the **Tender Data Sheet.**

22.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering documents in accordance with ITT Clause 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.

22.3 The extension of the deadline for submission of Tenders shall not be made later than the period specified in the **Tender Data Sheet** before the expiry of the original deadline.

23. Late Tenders

23.1 The Procuring Entity shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 22.

23.2 Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer.

24. Modification, Substitution and Withdrawal of Tenders

24.1 A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including modification, substitution or withdrawal of the Tender, is received by the Procuring Entity prior to the deadline for submission of Tenders.

24.2 The Tenderer's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT Clauses 20 and 21 with the outer and inner envelopes additionally marked "**MODIFICATION**" "**SUBSTITUTION**" or "**WITHDRAWAL"** as appropriate. The notice may also be sent by electronic mail, telex and facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

24.3 Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.

24.4 Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this Clause or included in the original Tender submission.

24.5 No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security or execution of the Tender Securing Declaration, pursuant to the sub-Clause 18.9.

E. Opening and Evaluation of Tenders

25. Opening of Tenders

25.1 The Procuring Entity will open all Tenders including modifications, substitutions or withdrawal notices made pursuant to ITT Clause 24, in public, in the presence of Tenderers' or their representatives who choose to attend, and other parties with a legitimate interest in the Tender proceedings at the place, on the date and at the time, specified in the **Tender Data Sheet**. The Tenderers' representatives present shall sign a register as proof of their attendance.

25.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 24 shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked "SUBSTITUTION" shall be opened and the submissions therein read out in appropriate detail.

25.3 All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, Tender Securing Declaration and such other details as the appropriate Tender board may consider appropriate, will be announced by the secretary of the Tender Board or his delegate at the opening.

25.4 Tenders or modifications that are not opened and not read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.

25.5 Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Tenderer's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Tenderers Tender.

25.6 No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT Clause 23.

25.7 The Procuring Entity shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderer and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender Security or Tender Securing Declaration.

25.8 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Tenderers.

25.9 A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.

26. Confidentiality

26.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

26.2 Any effort by a Tenderer to influence the Procuring Entity processing of Tenders or award decisions may result in the rejection of its Tender.

26.3 Notwithstanding sub-Clause 26.2 from the time of Tender opening to the time of contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing or in electronic forms that provide record of the content of communication.

27. Clarification of Tenders

27.1 To assist in the examination, evaluation and comparison of Tenders and post-qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.

27.2 The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of Tenders in accordance with ITT Clause 30.

27.2 From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tender it should do so in writing or in electronic forms that provide record of the content of communication.

28. Preliminary Examination of Tenders

28.1 Prior to the detailed evaluation of Tenders, the Procuring Entity will determine whether each Tender:

a) meets the eligibility criteria defined in ITT Clause 3 and Clause 4;

b) has been properly signed;

c) is accompanied by the required securities; and

d) is substantially responsive to the requirements of the Tendering Documents.

The Procuring Entity's determination of a Tender's responsiveness will be based on the contents of the Tender itself.

28.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering Documents, without material deviation or reservation. A material deviation or reservation is one that:-

a) affects in any substantial way the scope, quality, or performance of the Services;

b) limits in any substantial way, inconsistent with the Tendering documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

c) if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

28.3 The Procuring Entity will confirm that the documents and information specified under ITT Clause 11, ITT Clause 12 and ITT Clause 13 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.

28.4 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

28.5 If a Tender is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

29. Examination of Terms and Condition; Technical Evaluation

29.1 The Procuring Entity shall examine the Tender to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the Tenderer without any material deviation or reservation.

29.2 The Procuring Entity shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 12, to confirm that all requirements specified in Section VI – Schedule of Requirements of the Tendering Documents and Section VII –

Technical Specifications have been met without material deviation or reservation.

29.3 If after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Tender is not substantially responsive in accordance with ITT Clause 28, it shall reject the Tender.

30. Correction of Errors

30.1 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-

a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.2 The amount stated in the Tender will, be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender security may be forfeited or the Tender securing declaration may be executed in accordance with sub-Clause 18.9.

31. Conversion to Single Currency

31.1 To facilitate evaluation and comparison, the Procuring Entity will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to either:

a) in Tanzania Shillings at the selling exchange rate established for similar transactions by the Bank of Tanzania or a commercial bank in the United Republic of Tanzania;

OR

b) a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Bank of Tanzania in the United Republic of Tanzania for the amount payable in Tanzania Shillings.

31.2 The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Tender Data Sheet**.

32. Commercial Evaluation of Tenders

32.1 The Procuring Entity shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT Clause 28.

32.2 The Procuring Entity's evaluation of a Tender will exclude and not take into account:

(a) in the case of Goods manufactured in the United Republic of Tanzania or Goods of foreign origin already located in the United Republic of Tanzania, sales and other similar taxes, that will be payable on the Goods if a contract is awarded to the Tenderer;

(b) in the case of Goods of foreign origin offered from if abroad, customs duties and other similar import taxes that will be payable on the Goods if the contract is awarded to the Tenderer; and

(c) Any allowance for price adjustment during the period of execution of the Contract, if provided in the Tender.

32.3 The comparison shall be between the EXW price of the goods offered from within the United Republic of Tanzania, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the United Republic of Tanzania.

32.4 The Procuring Entity's evaluation of a Tender will take into account, in addition to the Tender price quoted in accordance with ITT sub-Clause 15.2, one or more of the following factors as specified in the **TDS**, and quantified in ITT sub-Clause 31.5:

(a) subject to ITT sub-Clause 15.2 (a) (iii) or 16.2 (b) (iv) the cost of inland transportation, insurance, and other costs within the United Republic of Tanzania incidental to delivery of the Goods to their final destination;

(b) delivery schedule offered in the Tender; (c) deviations in payment schedule from that specified in the Special Conditions of Contract;

(c) Other specific criteria indicated in the **Tender Data Sheet** and/or in the Technical Specifications.

32.5 For factors retained in the **Tender Data Sheet** pursuant to ITT sub-Clause 31.4, one or more of the following quantification methods will be applied, as detailed in the **Tender Data Sheet:**

(a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals*.

Inland transportation, insurance, and other incidental costs for delivery of the Health Sector Goods from EXW/port of entry/border point to the site named in the **Tender Data Sheet** will be computed for each Tender by the Procuring Entity on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Tenderer shall furnish in its Tender the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Procuring Entity to EXW/CIF/CIP border point price.

(b) Delivery schedule.

i) The Procuring Entity requires that the Health Sector Goods under these Tendering Documents shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the Health Sector Goods at the site will be calculated for each Tender after allowing for reasonable international and inland transportation time. A delivery "adjustment" will be calculated for and added to each Tender by applying a percentage, specified in the **Tender Data Sheet,** of the EXW/CIF/CIP price for each week of delay beyond the expected time of arrival specified in the Tendering Documents for evaluation purposes. No credit shall be given to early delivery.

Or

ii) The Health Sector Goods covered under these Tendering Documents are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and Tenders offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the **Tender Data Sheet,** will be added for evaluation to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

iii) The Health Sector Goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Tenders offering deliveries earlier or later than the specified deliveries will be adjusted

in the evaluation by adding to the Tender price a factor equal to a percentage, specified in the **Tender Data Sheet,** of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) Deviation in payment schedule.

i) Tenderers shall state their Tender price for the payment schedule outlined in the SCC. -Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule offered by the selected Tenderer.

or

ii) The SCC stipulates the payment schedule offered by the Procuring Entity. If a Tender deviates from the schedule and if such deviation is permitted in the **Tender Data Sheet**, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in this invitation, at the rate per annum specified in the **Tender Data Sheet**.

(d) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Tender Data Sheet** and/or in the Technical Specifications.

32.6 If these Tendering documents allow Tenderers to quote separate prices for different Lots, and the award to a single Tenderer of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Tender Form, is specified in the **Tender Data Sheet.**

33. National Preference

33.1 If the **Tender Data Sheet** so specifies, the Procuring Entity will grant a margin of preference to goods manufactured in the United Republic of Tanzania for the purpose of Tender comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Tenderer shall have established to the satisfaction of the Procuring Entity that its Tender complies with the criteria specified in sub-Clause 14.2.

33.2 The Procuring Entity will first review the Tenders to confirm the appropriateness of, and to modify as necessary, the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules, pursuant to ITT Clauses 14 and 15.

33.3 For the purpose of granting a margin of domestic preference,

Tenders will be classified in one of three groups, as follows:

a) Group A: Tenders offering goods manufactured, grown, mined or extracted within the United Republic of Tanzania, for which:

(i) labor, raw materials, and components from the United Republic of Tanzania account for more than thirty (30) percent of the EXW price of the goods offered; and

(ii) the production facility in which they will be manufactured, assembled or processed has been engaged in manufacturing, assembling or processing such goods at least since the time of Tender submission.

b) **Group B:** All other Tenders offering goods from within the United Republic of Tanzania.

c) **Group C:** Tenders offering goods from overseas which are to be directly imported.

33.4 All evaluated Tenders in each group will then be compared among themselves to determine the lowest evaluated Tender of each group. The lowest evaluated Tender of each group will next be compared with the lowest evaluated Tenders of the other groups. If this comparison results in a Tender from Group A or Group B being the lowest, it will be selected for contract award.

33.5 If, as a result of the preceding comparison, the lowest evaluated Tender is from Group C, all Group C Tenders will then be further compared with the lowest evaluated Tender from Group A, after adding to the evaluated Tender price of the imported goods offered in each Group C Tender, for the purpose of this further comparison only:

a) the amount of customs duties and other import taxes that a non-exempt importer would have to pay for the importation of goods offered in each Group C Tender;
or

b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) Tender price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

33.6 If the Group A Tender in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated Tender from Group C, as determined from the comparison under sub-Clause 32.3 above, will be selected for award.

34. Determination of Lowest Evaluated Tender

34.1 The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.

35. Post-qualification of Tenderer

35.1 After determining the lowest-evaluated tender, the Procuring Entity shall carry out the post-qualification of the Tenderer using

only the requirements specified in the **Tender Data Sheet**.

35.2 Where the tender price of the lowest evaluate tenderer is considered to be abnormally low, the Procuring Entity shall perform price analysis as part of the post-qualification. The following process shall apply:

(a) The Procuring Entity may reject a tender if the Procuring Entity has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the Procuring Entity as to the ability of the tenderer that presented that tender to perform the contract.

(b) Before rejecting an abnormally low tender the procuring entity shall: request the tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the tender or parts of the tender being abnormal

(c) The decision of the Procuring Entity to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned;

(d) The Accounting Officer (Procuring Entity) shall seek the approval of the Authority prior to rejecting a tender;

(e) Neither the Authority nor the Procuring Entity shall incur liability solely by rejecting abnormally tender; and

An abnormally low tender means, in the light of the Procuring Entity's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.

35.3 The Procuring Entity will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in sub-Clause 13.3.

35.4 The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to sub-Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.

35.5 A Procuring Entity may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract.

35.6 In case of a foreign company, a Procuring Entity shall seek independent reference of legal existence of a tenderer from Tanzania diplomatic missions abroad or from any other reliable source.

35.7 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

F. Award of Contract

36. Criteria of Award

36.1 Subject to ITT Clause 35 and negotiations clause, the Procuring Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:

a) eligible in accordance with the provisions of ITT Clause 3;
b) is determined to be qualified to perform the Contract satisfactorily; and
c) successful negotiations have been concluded, if any.

36.2 If, pursuant to sub-Clause 13.4, this Contract is being let on a slice and package" basis, the lowest evaluated Tender Price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.

37. Negotiations

37.1 Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas:

(a) a minor alteration to the technical details of the statement of requirements;

(b) reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;

(c) a minor amendment to the special conditions of Contract;

(d) finalizing payment arrangements;

(e) delivery arrangements;

(f) the methodology; or

(g) Clarifying details that were not apparent or could not be finalized at the time of Tendering.

37.2 Where single source method was used or a competitive procurement method was used but only a single tender was

received, negotiations may relate to other areas of the tender including the price tendered provided that the negotiation shall not increase price or affect the quality of the Goods.

37.3 Where negotiation fails to result into an agreement, the Procuring Entity may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the Procuring Entity shall not reopen earlier negotiations.

38. Procuring Entity's Right to Accept any Tender and to Reject any or All Tenders

38.1 Notwithstanding ITT Clause 37, the Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

38.2 Notice of the rejection of all Tenders shall be given promptly to all Laboratory Reagents and Supplies Manufacturers and Authorized Distributors that have submitted Tenders.

38.3 The Procuring Entity shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.

39. Procuring Entity's Right to Vary Quantities at the Time of Award

39.1 The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tendering documents (schedule of requirements) provided this does not exceed by the percentage indicated in the **Tender Data Sheet**, without any change in unit price or other terms and conditions of the Tender and Tendering Documents.

40. Notification of Award

40.1 Prior to awarding of the contract, the Procuring Entity shall issue a notice of intention to award the contract to all tenderers who participated in the tender in question giving them fourteen (14) days within which to submit complaints to the Procuring Entity thereof, if any.

40.2 Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Entity will pay the successful tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

40.3 The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT Clause 38.

40.4 Upon the successful Tenderer's furnishing of the performance security pursuant to ITT Clause 42, the Procuring Entity will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge

the Tender Security or Tender Securing Declaration of the Tenderers pursuant to sub-Clause 18.7

40.5 If, after notification of award, a tenderer wishes to ascertain the grounds on which it's Tender was not selected, it should address its request to the Procuring Entity. The Procuring Entity shall promptly respond in writing or electronic forms that provide record of the content of communication to the unsuccessful Tenderer citing grounds for rejection of its Tender without disclosing information about other Tenderers.

41. Signing of Contract

41.1 Promptly after notification, Procuring Entity shall send the successful Tenderer the agreement and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.

41.2 Within twenty eight **(28)** days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the Procuring Entity.

42. Performance Security

42.1 Within twenty eight (28) days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the **Tender Data Sheet and the Special Conditions of Contract**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

42.2 If the Performance Security is provided by the successful Tenderer, it shall be in any of the following forms:

(a) cash, certified cheque, cashier's or manager's cheque, or bank draft;
(b) irrevocable letter of credit issued by a reputable commercial bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a reputable local bank;
(c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign tenderer, bonded by a foreign bank; or
(d) Surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Security submitted shall be enforceable in the United Republic of Tanzania.

42.3 Failure of the successful Tenderer to comply with the requirement of sub-Clause 42.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security, in which event the Procuring Entity may make the award to the next lowest evaluated Tenderer or call for new Tenders.

43. Advance Payment

43.1 The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the General Conditions of

Contract, subject to a maximum amount, as stated in the **Tender Data Sheet**.

43.2 The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Tenderer shall make and estimate of, and include in its tender, the expenses that will be incurred in order to commence Delivery of Goods. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to Commence" as specified in the Special Conditions of Contract.

44. Adjudicator

44.1 The Procuring Entity proposes the person named in the **Tender Data Sheet** to be appointed as Adjudicator under the Contract, at an hourly fee specified in the **Tender Data Sheet**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

45. Fraudulent, Corrupt, Coercive, Collusive or Obstructive Practices

45.1 The Government requires that Procuring entities (including beneficiaries of Government funded projects and procurement) as well as Tenderers for Laboratory Reagents and Supplies Manufacturers and Authorized Distributors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government.

a) defines, for the purpose of this provision, the terms set forth below as follows:-

i) "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;

ii) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;

iii) collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice;

iv) "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 Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

v) "Obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act.

b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent, coercive, collusive and obstructive practices in competing for the contract;

c) In pursuit of the policy defined in sub-Clause 45.1 the Government will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt, fraudulent, coercive, collusive and obstructive practices were engaged in by representatives of the Procuring Entity or approving authority or of a beneficiary of the funds furring the procurement or the execution of that contract, without the Procuring Entity or approving authority having taken timely and appropriate action satisfactory to the Government of the united Republic of Tanzania to remedy the situation

d) Will declare a firm ineligible for a period of ten years, to be awarded a public-financed contract if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a public – financed contract

45.2 The Government of the United Republic of Tanzania reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, coercive, collusive, fraudulent or obstructive practices, to declare that such a firm is ineligible, for a period of ten years to be awarded a public financed Contract in the United Republic of Tanzania.

45.3 Any communications between the Tenderer and the Procuring Entity related to matters of alleged corrupt, coercive, collusive, fraudulent or obstructive practices must be made in writing or in electronic forms that provide record of the content of communication.

G. Review of Procurement Decisions

46. Right to Review

46.1 A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a procuring entity by the Act or these Regulations may seek a review in accordance with Procurement Regulation 104.

47. Time Limit on Review

47.1 The Tenderer shall submit an application for review within twenty eight days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.

48. Submission of Applications for Review

48.1 Any application for administrative review shall be submitted in writing or electronic forms that provide record of the content of communication to the Accounting Officer of a Procuring Entity and a copy shall be served to the Public Procurement Regulatory Authority (PPRA) at the address shown in the **Tender Data Sheet**.

48.2 The application for administrative review shall include:

a) details of the procurement requirements to which the complaint relates;

b) details of the provisions of the Act, Regulation or provision that has been breached or omitted;

c) an explanation of how the provisions of the Act, Regulation or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;

d) documentary or other evidence supporting the complaint where available;

e) Remedies sought; and

f) Any other information relevant to the complaint.

48.3 The head of a procuring entity shall not entertain a complaint or dispute or continue to do so after the procurement contract has entered into force.

49. Decision by the Head of Procuring Entity

49.1 The head of a Procuring Entity shall, within fourteen (14) days after receipt of the complaint or dispute, deliver a written decision which shall indicate:

a) whether the application is upheld in whole, in part or rejected;

b) the reasons for the decision; and

c) any corrective measures to be taken;

49.2 Where the head of a Procuring Entity does not issue a decision within the time specified in sub-Clause 49.1, the Tenderer submitting the complaint or dispute or the Procuring Entity shall be entitled immediately thereafter to institute proceedings under

sub-Clause 50.1 within fourteen (14) days after such specified time and upon instituting such proceedings, the competence of the head of a Procuring Entity to entertain the complaint or dispute shall cease.

Review by the Public Procurement Appeals Authority

50.1 Complaints or disputes which-

a) are not settled within the specified period under Sub-Clause 49.1 [above];

b) are not amicably settled by the accounting officer;

c) arise after the procurement contract has entered into force, shall be referred to the Appeals Authority within fourteen days from the date when the tenderer received the decision of the accounting officer or;

d) in case no decision is issued after the expiry of the time stipulated under Sub-Clause 49.2 [above] or when the tender become aware or ought to have become aware of the circumstances giving rise to the complaint or dispute; arise out of provision of Section 62(6) of the Act.

50.2 PPAA may be contacted at the address shown in the Tender Data Sheet.

SECTION III: TENDER DATA SHEET

Tender Data Sheet

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions in the Tender Data Sheet (TDS) shall prevail over those in the ITT.

TDS Clause	ITT Clause	Amendments of, and Supplement to, Clauses in the Instruction to Tenderers
		A. Introduction
1.	**ITT 1.1**	Name of Procuring Entity: **MEDICAL STORES DEPARTMENT** The subject of procurement is: **Supply of Laboratory Reagents, Test Kits and Supplies from Manufacturers and Authorized Distributors (ILS and Routine Items) to Medical Stores Department under Framework contract** Period for supply of goods: **Two Years** Commencement date for supply of Goods: **Eight to twelve Weeks after Call-off Order signing.** **This is an Open Framework Tender whereas the unit price and pack size shall appear in the resultant framework agreement(s).** **Call off orders shall be raised and issued when need arises depending on the prevailing average consumption figures which will be established from end users.**
2.	**1.2**	Completion date for supply of the Goods: **Two years from the date of contract signing**
3.	**2.1 & 2.2**	Financial year for the operations of the Procuring Entity: 2016/2017; 2017/2018 and 2018/2019 Name of Project: **Supply of Laboratory Reagents, Test Kits and Supplies from Manufacturers and Authorized Distributors (Priority Items) to Medical Stores Department Under Framework Contract** Name of financing institution: **Medical Stores Department.** Name and identification number of the Contract: **Tender No. IE-009/2019/2020/HQ/G/98 For The Supply of Laboratory Reagents, Test Kits and Supplies from Manufacturers and Authorized Distributors (Priority Items) to Medical Stores Department Under Framework Contract**
4.	**3.1**	Joint venture, consortium or association: N/A
5.	**4.1**	Ineligible country(s) is or are: **those as per current United Nations Embargo**

B. Tendering Documents

5.	**7.2**	**The number of copies to be completed and returned:** The number of copies to be returned: Two hard copies [2] One original and one copy, and one soft copy of the price schedule (**in excel format**) properly filled in the format provided. The completed soft copy should be submitted in a USB flash drive provided by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors. Manufacturers and Authorized Distributors should also print the completed price schedule in Legal size (8.5" X 14") paper and submit with the bid package.
6.	**8.1**	The address for clarification of tendering documents is: **The secretary,** **Medical Stores Department Tender Board** **Medical Stores Department** **Off Nyerere Road, Keko Mwanga** **P.O.Box 9081,Dar es Salaam,Tanzania.** **Tel: (255-022) 2860890/7** **Fax: (255-022) 2865814/9** **E-mail: info@msd.go.tz** **website: www.msd.go.tz**
	8.2	Period to respond to clarifications is **3 Days** Deadline for submission of clarifications is **14 days before tender opening date**

C. Preparation of Tenderers

7.	**ITT 10.1**	The language of all correspondence and documents related to the Tenderer is: **English.** **Moreover, the key passages of all accompanying printed literature in any other language must be translated into English.**
8.	**ITT 11.1(b) & 11.2(d)**	Form sample(s) to be submitted with the Tender are: **N/A**
9.	**ITT 11.1 (i)**	**Bidder must submit:** a) Anti-bribery policy/Code of conduct compliance program as per tender document provided in section X. b) Original power of Attorney certified by the lawyer and specific for this tender c) Copy of receipt for the tender fee issued by Medical Stores Department. d) Copy of TIN and VAT e) Copy of Valid Manufacturing license f) Litigation certificate/statement g) Certified Audited financial statements for the last three years 2012/2013; 2013/2014 and 2014/2015 h) Three (3) previous performed contracts and addresses of employers for verification
10.	**ITT 12.3 (c)**	**Other procurement specific documentation requirements are:**

		Certified Copy of registration certificate of product tendered from National Drug Regulatory Authority (NDRA) in the country of manufacture to supply the goods. Bids must contain copies of documentary evidence to prove that the Laboratory Reagents and Supplies tendered are manufactured according to GMP (Good manufacturing practice) Copies of registration certificates of registered products for Laboratory Products tendered issued by the Tanzania Food and Drug Authority (**TFDA**) as required by Tanzania Food, Drugs and Cosmetics Act No.1 of 2081 pursuant to Section 22 (1) (a) of this Act.
11.	**ITT 12.4(b)**	By the time of Contract signing, the successful Tenderer shall have complied with the following documentary requirements in order to register the Goods to be supplied under the Contract: **The tenderer must submit a letter from TFDA confirming that the evaluation of the product has been completed and has been granted with registration/market authorization.** **Note**: Because of the potential for delay when various government agencies must intervene in the registration process, Tenderers are alerted to inquire about registration requirements and procedures as early as possible.
12.	**ITT 12.4.1**	For the purpose of obtaining additional information about the requirements for registration, Tenderers may contract: **The Director General** **Tanzania Food and Drugs Authority (TFDA)** **P.O.Box 77150** **Dar es Salaam,** **Tanzania** **Tel: 255 22 2450512, 2450751,24504469** **Fax: 255 22 2450793** **E-mail: info@tfda.or.tz** **Website: www.tfda.or.tz.**
13.	**ITT 13.3 (b)&(d)**	Qualification requirements for Tenderers are: - The qualification criteria required from Tenderers in ITT Clause 13.3(b) is modified as follows: The Bidder shall furnish copies of all certificates and documents issued by the proper National Drugs Regulatory Authorities (NDRA), that the Manufacturer of the Laboratory Reagents and Supplies proposed is authorized to manufacture and sell these products.

		Other requirements are: All primary and secondary packaging shall have MSD logo printed as specified in Section VI. Laboratory Reagents and Supplies Manufacturers and Authorized Distributors should also provide GOT logo in the specified capsule, tablet, vial or ampoule as listed in Section VI. (Schedule of Requirements) **The following documents must be included with the Tenderer:** *Documentary evidence of the Tenderer's qualifications to perform the Contract if its Tenderer is accepted:* *i) that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer manufactures or otherwise produces (using ingredients supplied by primary MANUFACTURERS AND AUTHORISED DISTRIBUTORS) that the Tenderer:* *a) is incorporated in the country of manufacture of the Goods;* *b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods;* *c) has manufactured and marketed the specific goods covered by this Tendering Document, for at least two (2) years, and for similar Goods for at least three (3) years;* *d) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on* Laboratory Reagents and Supplies *moving in International Commerce from the Regulatory Authority (RA) in the country of manufacture of the goods or has been certified by the competent authority of a member country of the* Laboratory Reagents and Supplies *Inspection Convention (PIC), and has demonstrated compliance with the quality standards during the past two years prior to Tenderer submission;* *The Tenderer shall also submit the following additional information:* *(a) a statement of installed manufacturing capacity;* *(b) details of on-site quality control laboratory facilities and services and range of tests conducted;* *(c) list of major supply contracts conducted within the last three years;* *(d) Soft copy of the price schedule properly filled in the format provided;* *(e) All primary and secondary packaging shall have MSD logo printed as specified in Section VI.* Laboratory Reagents and Supplies *MANUFACTURERS AND AUTHORISED DISTRIBUTORS should also provide GOT logo in the specified capsule, tablet, vial or ampoule as listed in Section VI*

14.	**ITT 15.6(a) (iii), (iv)**	The price quoted shall be **CFR/C&F** (Port of Entry) for Overseas Laboratory Reagents and Supplies Manufacturers and Authorized Distributors and **MSD Warehouse Delivery** for Local Manufacturers and Authorized Distributors.
15.	**ITT 15.7 (a)(i) & 15.6 (b) (i)** **(ii), (iii) (optional) (iv), (v)**	For Goods manufactured outside the Purchaser's Country, to be imported: Prices for Goods offered from abroad shall be quoted as: - **CFR/C&F** (Port of Entry) for Overseas Laboratory Reagents and Supplies Manufacturers and Authorized Distributors
16.	**ITT 15.8**	The price shall be fixed
17.	**ITT 15.9**	Tenderers are being invited for: **One or more items. The Framework Agreements may be concluded with more than one tenderer for one item.**
18.	**ITT 16.1(a)**	a) For goods Manufactured and supplied from within the United Republic of Tanzania the currency of the Tender shall be: **Tanzanian Shillings, or USD. However, payments will be made in Tanzania Shillings at MSD internal exchange rates prevailing on the day of Tender opening.** b) For goods Manufactured and supplied from outside the United Republic of Tanzania, the Tenderer shall express in **Tanzanian Shillings, USD or EURO.**
19.	**ITT 16.2**	The rates of exchange to be used by the Tenderer shall be those established by the **MSD internal exchange rates** prevailing on the day of Tender opening.
20.	**ITT 17.1**	The Tender validity period shall be **120 days.**
21.	**ITT 18.1**	The amount of Tender security is: **N/A**
22.	**ITT 18.3(c)**	The tender Security shall be in the form of: **Tender Securing Declaration notarized by commission for Oath.**
23.	**ITT 19.1**	Alternative Tenders to the requirements of the tendering documents **will not be permitted.**
24.	**ITT 20.1**	**Required number of copies of the Tenderer:** Two hard copies [2] One original and one copy, and one soft copy of the price schedule (**in excel format**) properly filled in the format provided. The completed soft copy should be submitted in a USB flash drive provided by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors. Laboratory Reagents and Supplies Manufacturers and Authorized Distributors should also print the completed price schedule in Legal size (8.5" X 14") paper and submit with the bid package.
25.	**ITT 20.2**	Written confirmation of authorization are: **Original Written power of Attorney certified by the lawyer and notarized and specific for this tender.**

D. Submission of Tenderers

26.	**ITT 21.2 (a)**	Tenders shall be submitted to: **The secretary,** **Medical Stores Department Tender Board,** **Medical Stores Department.** **Street address:** ***Off Nyerere Road, Keko Mwanga, P.O. Box 9081*** **Floor/Room No.:** ***First Floor*** **City/Town :** ***Dar es Salaam, Tanzania***
27.	**ITT 21.2 (b)**	Project name: **Supply of Laboratory Reagents, Test Kits and Supplies from Manufacturers and Authorized Distributors (Priority Items) to Medical Stores Department under Framework contract** IFB title and number: **IE-009/2019/2020/HQ/G/98** Time and date for submission: **10:00 local time; Tuesday 10th September, 2019.**
28.	**ITT 22.1 & 22.3**	The deadline for Tender submission is**: Tuesday 10th September, 2019**

E. Opening and Evaluation of Tenderers

29.	**ITT 25.1**	The Tender opening shall take place at: **Medical Stores Department.** **Street address: Off Nyerere Road, Keko Mwanga, P.O. Box 9081** **Floor/Room No.: First Floor** **City/Town: Dar es Salaam,** Country: **Tanzania** Day: **Tuesday** Date: **10th September, 2019** Time: **10:00 hours Local time (East African time)**
30.	**ITT 31.2**	The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies is: **Tanzanian Shillings** The rates of exchange to be used by the Tenderer shall be those established by the **MSD internal exchange rates** prevailing on the day of Tender opening. *The date of exchange rate shall be* **Tuesday 10th September, 2019**
31.	**ITT 32.4**	Criteria for Tender evaluation.

		Bidder must submit the following documents (Major Criteria): a) Anti-bribery policy/Code of conduct compliance program as per tender document provided in section X. b) Original power of Attorney certified by the lawyer and specific for this tender c) Copy of receipt for the tender fee issued by Medical Stores Department. d) A duly completed and signed Form of Tender and Price Schedule e) Bid Securing Declaration in the format specified under Section IX. f) Copy of Valid Manufacturing license
32.	**ITT 32.4 (c)**	Other specific criteria are (Minor Criteria): a) Copy of TIN and VAT b) Litigation certificate/statement c) Three (3) previous performed contracts and addresses of employers for verification
33.	**ITT 32.5**	The factors retained pursuant to ITT Sub – Clause 31.4 and the quantification methods are: N/A
34.	**ITT 32.5 (a)**	Inland transportation from EXW/port of entry/border point to *Medical stores department*, and insurance and incidentals: ***Not Applicable***
35.	**ITT 32.5(b) (i) (ii) & (iii)**	Delivery schedule: N/A
36	**ITT 32.5(c) (ii)**	Deviation in payment schedule: N/A
37.	**ITT 32.5 (d)**	Other specific additional criteria for evaluation: N/A
38.	**ITT 32.6**	In case of award to a single Tenderer of multiple lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Tender is: N/A
39.	**ITT 33.1**	A margin of domestic preference shall apply. If a margin of preference applies, the application methodology shall be: ***a maximum of 15% shall apply***

F. Post-qualification and Award of Contract

40.	**ITT 35.1**	Post-qualification shall be carried out using the following requirements: a) **Financial Capability** The Tenderer shall furnish documentary evidence that it meets the following financial requirement(s): b) Availability of financial resources: Provide evidence of availability of funds or credit facilities for the successful performance of the contract. • Litigation: Provide evidence that there are no claims, arbitrations, or other litigation pending or already resolved, with possible impact of more than 50% of total assets • That the amount of annul sales value should be at least five times the estimated contract value • Certified Audited financial statements for the last three

		years 2012/2013; 2013/2014 and 2014/2015 c) **Experience and Technical Capacity** The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): d) **Experience requirement(s):** That Bidders must provide evidence of specific experience in manufacturing and supplying of Laboratory Reagents and Supplies drugs of the same size and complexity as this one, within the three years through submitting copies of contracts awarded or listing clients dealt with (Name of client, type of work performed, year of completion and value of contract). e) **Supply Capacity requirement(s):** That has the technical capability to supply the drugs as specified in the schedule of supply. The Bidders should have manufactured and marketed the specific goods subject of tendering for at least two years, and for similar goods for at least three years. Bidder who does not manufacture must submit the information corresponding to the primary manufacturer of the goods who shall comply with these manufacturing requirements That has the capability to supply the drugs of the size and in the quantity required. The Bidder shall have to quote for the items and quantities listed in the schedule of requirement. Partial quantities will not be acceptable. That has the capability to complete the supply within the terms specified in the schedule of requirement: The Bidder shall have to abide to the delivery schedule as provided in section VI. Nonperforming Contracts: The Tenderer shall furnish documentary evidence to demonstrate that non-performance of a contract did not occur within the last five *[5]* years prior to the deadline for submission of Tenders.
41.	**ITT 42.1**	The Performance Security shall be: **10% of the call off value in the contract currency and shall be submitted within twenty eight (28) days after receipt and signing of the call off order.**
42.	**ITT 43.1**	The Advance Payment shall be limited to: N/A
43.	**ITT 43.2**	Maximum amount of Advance payment shall be: N/A
44.	**ITT 44.1**	The Arbitrator proposed by the Procuring Entity is: N/A The hourly fee for this proposed Arbitrator shall be: N/A The biographical data of the proposed Arbitrator is as follows: N/A

G. Review of Procurement Decisions

45.	**ITT 48.1**	The address to submit complaints: Chief Executive Officer,

		Public Procurement Regulatory Authority (PPRA) PPF Tower 8th Floor, P.O. Box 49, DAR ES SALAAM. Tel: 2133466, 2121236/7 Fax: 2121238 email: ceo@ppra.go.tz Website: www.ppra.go.tz
46.	**ITT 50.2**	The address for Appeal to PPAA: The Secretary, Public Procurement Appeals Authority, Sukari House 1st Floor, P.O. Box 9310, DAR ES SALAAM. Tel: 2120451

Tender Data Sheet

Laboratory Reagents and Supplies

(Additional Clauses)

C. Preparation of Tenders

TDS Clause	ITT Clause	Amendments of, and Supplement to, Clauses in the Instruction to Tenders
1	**ITT12.3 (c)**	[*Sample clauses]* *The Goods offered should meet the specified pharmacopoeias standards as stated in the Technical Specification. If the Goods offered are not included in one of the specified pharmacopoeias (e.g., the case of a new drug), the Tenderer will provide testing protocols and alternative reference standards.*
2	**ITT 13.1 (a) & (d)**	*Documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted:* *(ii) (d) has a Good Distribution Practice (GDP) Certificate where appropriate.* The Tenderer will submit the following additional information: *(f) list of Laboratory Reagents and Supplies being manufactured by the Tenderer with product registration / license number and date.* *(g) A certificate of Laboratory Reagents and Supplies Product as recommended by the WHO for each item offered.*

SECTION IV: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) “Completion” means the fulfillment of the related services by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors in accordance with the terms and conditions set forth in the contract.

(b) “Day" means calendar day.

(c) “Delivery” means the transfer of the goods from the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors equipment, machinery, and /or other materials which the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors is required to supply to the Purchaser under Contract.

(d) “Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.

(e) “Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.

(f) “End User" means the organization(s) where the goods will be used, as **named in the SCC**.

(g) “Force Majeure” means an event or situation beyond the control of the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors and not involving the Laboratory Reagents and Supplies Manufacturer’s fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors.

(h) "GCC" means the General Conditions of Contract contained in this section.

(i) “SCC" means the Special Conditions of Contract.

(j) “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.

(k) “Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the United Republic of Tanzania in accordance with the Applicable Law.

(l) "The Contract" means the agreement entered into between the Purchaser and the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(m) "The Contract Price" means the price payable to the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors under the Contract for the full and proper performance of its contractual obligations.

(n) “The Goods" means all of the Laboratory Reagents and Supplies including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors is required to supply to the Purchaser under the Contract.

(o) “The Final Destination " where applicable, means the place or places **named in the SCC**.

(p) "The Purchaser" means the organization purchasing the Goods, as **named in the SCC**.

(q) “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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors covered under the Contract.

(r) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors covered under the Contract.

(s) "The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors" means the individual or firm supplying the Goods and Services under this Contract, as **named in the SCC**.

2. Application 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3.	**Governing Language**	3.1	The Contract shall be written in the language **specific, in the SCC.** Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
4.	**Applicable Law**	4.1	The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise **specified in the SCC.**
5.	**Country of Origin**	5.1	All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under projects financed by the specified institution, as further **elaborated in the SCC**.
		5.2	For purposes of this Clause, "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 product results that is substantially different in basic characteristics or in purpose or utility from its components.
		5.3	The origin of Goods and Services is distinct from the nationality of the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors.
6.	**Standards**	6.1	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.
7.	**Use of Contract Documents and Information; Inspection and Audit by the Government of the United Republic of Tanzania**	7.1	The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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.
		7.2	The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC sub-Clause 7.1 except for purposes of performing the Contract.
		7.3	Any document, other than the Contract itself, enumerated in GCC sub-Clause 7.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Laboratory Reagents and Supplies Manufacturer’s performance

under the Contract if so required by the Purchaser.

7.4 The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall permit the Government of the United Republic of Tanzania to inspect the Laboratory Reagents and Supplies Manufacturer's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Government, if so required by the Government.

8. Certification of Goods in Accordance with Laws of the United Republic of Tanzania

8.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the United Republic of Tanzania as **specified in the SCC**. The Purchaser undertakes to cooperate with the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors to facilitate registration of the Goods for use in the United Republic of Tanzania.

8.2 Unless otherwise **specified in the SCC,** the Contract shall become effective on the date ('the Effective Date") that the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors receives written notification from the relevant authority in the United Republic of Tanzania that the Goods have been registered for use in the United Republic of Tanzania.

8.3 If thirty (30) days, or such longer period **specified in the SCC,** elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub- Clause 8.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Laboratory Reagents and Supplies Manufacturer's performance security shall be promptly returned.

9. Patent Rights

9.1 The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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.

10. Performance Security

10.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount **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 Laboratory Reagents and Supplies Manufacturer's failure to complete its obligations under the Contract.

10.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, 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 Tendering Documents or another format acceptable to the Purchaser; or

b) a cashier's or certified check.

10.4 The performance security will be discharged by the Purchaser and returned to the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors not later than thirty (30) days following the date of completion of the Laboratory Reagents and Supplies Manufacturer's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the** SCC.

10.5 Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Procuring Entity shall require the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.

11. Inspections and Tests

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. The SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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.

(a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.

(b) The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors.

(c) Upon receipt of the Goods at place of Final Destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure at the conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors m respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.

11.2 Where the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination,

whether based on product or packing grounds, a sample drawn jointly by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors contests to an independent agency mutually agreed by the Purchaser and Laboratory Reagents and Supplies Manufacturers and Authorized Distributors. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

11.3 Nothing in GCC Clause 11 shall in any way release the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors from any warranty or other obligations under this Contract.

12. Packing

12.1 The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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 the SCC** or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.

13. Delivery and Documents

13.1 Delivery of the Goods shall be made by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors are **specified in the 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.

13.3 Documents to be submitted by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors are **specified** in **the SCC.** *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

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**.

14.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

15. Transportation

15.1 Where the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, and the cost thereof shall be included in the Contract Price. Where the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, and the cost thereof shall be included in the Contract Price.

15.2 Where the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, and the cost thereof shall be included in the Contract Price.

15.3 Where the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors is required under the Contact to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, and related costs shall be included in the Contract Price.

15.4 Where the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the United Republic of Tanzania, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within

the period(s) specified in the Contract.

16. Incidental Services

16.1 The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall provide such incidental services, if any, as are **specified in the SCC**.

16.2 Prices charged by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors for similar services.

17. Warranty

17.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.

The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise **specified in the SCC**; have "overages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable 'quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

17.2 The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

17.3 In the event of a dispute by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, a counter- analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.

17.4 If, after being notified that the defect has been confirmed pursuant to GCC sub-Clause 17.2 above, the Laboratory Reagents and

Supplies Manufacturers and Authorized Distributors fails to replace the defective Goods within the period specified in the SCC, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Laboratory Reagents and Supplies Manufacturer's risk and expense and without prejudice to any other rights that the Purchaser may have against the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors under this Contract.

17.5 *Recalls.* In the event any of the Goods are recalled, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors fails to fulfill its recall obligation promptly, the Purchaser will, at the Laboratory Reagents and Supplies Manufacturer's expense, carry out the recall.

18. Payment

18.1 The method and conditions of payment to be made to the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors under this Contract shall be **specified in the SCC**.

18.2 The Laboratory Reagents and Supplies Manufacturer'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 Clause 13, and upon fulfillment of other obligations stipulated in the Contract.

18.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Laboratory Reagents and Supplies MANUFACTURERS AND AUTHORISED DISTRIBUTORS.

18.4 The currency or currencies in which payment is made to the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors under this Contract shall be **specified in the 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 Laboratory Reagents and Supplies Manufacturer's tender.

18.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 18.4.

19. Prices

19.1 Prices charged by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors for Goods delivered and Services performed under the Contract shall not vary from the

prices quoted by the Laboratory Reagents and Supplies MANUFACTURERS AND AUTHORISED DISTRIBUTORS in its tender, with the exception of any price adjustments **authorized in the SCC** or in the Purchaser's request for tender validity extension, as the case may be.

20. Change Orders

20.1 The Purchaser may at any time, by a written order given to the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:

(a) 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors.

20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Laboratory Reagents and Supplies Manufacturer'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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors for adjustment under this clause must be asserted within thirty (30) days from the date of the Laboratory Reagents and Supplies Manufacturer's receipt of the Purchaser's change order.

21. Contract Amendments

21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

22. Assignment

22.1 The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

23. Delays in the Laboratory Reagents and Supplies Manufacturer's Performance

23.1 Delivery of the Goods and performance of Services shall be made by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

23.2 If at any time during performance of the Contract, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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 Laboratory Reagents and Supplies Manufacturer's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Laboratory Reagents and Supplies Manufacturer's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

23.3 Except as provided under GCC Clause 26, a delay by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors in the performance of its delivery obligations shall render the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon pursuant to GCC Clause 23.2 without the application of liquidated damages.

24. Liquidated Damages

24.1 Subject to GCC Clause 24, if the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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 the 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 percentage **specified in the SCC.** Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 25.

25. Termination for Default

25.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, may terminate this Contract in whole or in part:

(a) if the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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 Clause 23; or

(b) if the Goods do not meet the Technical Specifications stated in the Contract; or

(c) if the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions; or

(d) if the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;

"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;

"collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice

"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 Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;

(e) if the Laboratory Reagents and Supplies[1] Manufacturers and Authorized Distributors fails to perform any other obligations) under the Contract.

25.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 25.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall continue performance of the Contract to the extent not terminated.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 23, 24, and 25, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force

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26.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors and not involving the Laboratory Reagents and Supplies Laboratory Reagents and Supplies Manufacturer'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.

26.3 If a Force Majeure situation arises, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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.

27. Termination for Insolvency

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

28. Termination for Convenience

28.1 The Purchaser, by written notice sent to the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors under the Contract is terminated, and the date upon which such termination becomes effective.

28.2 The Goods that are complete and ready for shipment within thirty (30) days after the Laboratory Reagents and Supplies Manufacturer'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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors an agreed amount for partially completed

Goods and Services and for materials and parts previously procured by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors.

29. Settlement of Disputes

29.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

29.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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.

29.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

29.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

29.3 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors any monies due the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 9,

(a) the Laboratory Reagents and Supplies l Manufacturers and Authorized Distributors 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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.

31. 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 notice's effective date, whichever is later.

32. Taxes and Duties

32.1 A Laboratory Reagents and Supplies Manufacturers and Authorized Distributors supplying Goods from abroad shall entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Unit Republic of Tanzania.

32.2 A Laboratory Reagents and Supplies Manufacturers and Authorized Distributors supplying Goods offered locally shall entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods the Purchaser.

33 Suspension of Financing

33.1 In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made:

(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice.

(b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.

SECTION V: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General editions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. 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 General Conditions of Contract
	Definitions (GCC Clause 1)	
1.	GCC 1.1 (p)	The Purchaser is: **Medical Stores Department** **Off Nyerere Road, Keko Mwanga** **P.O. Box 9081** **Dar Es Salaam, Tanzania** **TEL: 255 22 2860890/7** **FAX: 255 22 2865814/9**
2.	GCC 1.1 (s)	The Laboratory Reagents and Supplies MANUFACTURERS AND AUTHORISED DISTRIBUTORS is: N/A
3.	GCC 1.1 (o)	The Final Destination is/are: **CFR/C&F FOR OVERSEAS LABORATORY REAGENTS MANUFACTURERS AND AUTHORISED DISTRIBUTORS and MSD DELIVERY for LOCAL LABORATORY REAGENTS AND SUPPLIES MANUFACTURERS AND AUTHORISED DISTRIBUTORS.**
4.	GCC 1.1 (f)	The end user is: ***Ministry of Health, Community Development, Gender, Elderly and Children - United Republic of Tanzania.***
	Governing Language (GCC Clause 3)	
5.	GCC 3.1	Governing language shall be: ***English***
	Applicable Law (GCC Clause 4)	
6.	GCC 4.1	The Contract shall be interpreted in accordance with the ***Laws of Tanzania***
7.	GCC 5.1	Country of Origin is: **Any eligible country**
8.	GCC 8.1	**All products tendered must meet the requirements of manufacturing legislation and regulation of Laboratory Reagents and Supplies products in the country of origin and copies of registration must be submitted with tender document.**
9.	*GCC 8.2*	***NOT USED.***
10.	GCC 8.3	The time period shall be: ***NOT USED***
11.	GCC 10.1	Performance security shall be: ***ten (10) percent of the call off price in the contract currency.***
12.	GCC 10.4	Discharge of the Performance Security shall take place in accordance with GCC Sub-Clause 10.4.
13.	GCC 12.2	The following SCC shall supplement GCC Clause 11.2:

		The Goods shall be packed properly in accordance with standard export packing specified by the Procuring Entity in the Technical Specification. The Goods shall be packed properly in accordance with standard required to facilitate easy storage and prevent them from damage or deterioration during transit to MSD. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, sunlight, humidity, salt and precipitation during transit and storage. **In addition:** **a. All products must have the dates of manufacture and expiry where applicable and they must reach at MSD with a remaining shelf life of not less than 80% or 2 years of the total stipulated shelf life at the time of manufacture.** **b. Label for products should include** **- Content per pack, Special storage requirements, batch number, date of manufacture and date of expiry where applicable** **c. Print/Emboss GOT and/or MSD logo on primary and/or secondary packages as specified in the schedule of requirements** **The outer carton should also display the above information.**
14.	GCC 13.1 & 13.3	***For Goods supplied from abroad:*** Upon shipment, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company: **i)** three originals and two copies of the Laboratory Reagents and Supplies Manufacturer's invoice, showing Purchaser as **Director General Medical Stores Department, Off Nyerere road, Keko Mwanga, P.O. Box 9081 Dar es Salaam, Tanzania**; the Contract number, loan number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal. **ii)** one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as **Director General Medical Stores**

		Department, Off Nyerere road, Keko Mwanga, P.O.Box 9081 Dar es Salaam, Tanzania and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; (ii) four copies of the packing list identifying contents of each package; (iii) one original of the Laboratory Reagents and Supplies Manufacturer's Warranty Certificate covering all items supplied; (iv) one original of the Laboratory Reagents and Supplies Manufacturer's Certificate of Origin covering all items supplied; (ii) original copy of the Certificate of Inspection furnished to Laboratory Reagents and Supplies Manufacturers and Authorized Distributors by the nominated inspection agency and six copies (where inspection is required); (iii) any other procurement-specific documents required for delivery / payment purposes. ***For Goods from within the United Republic of Tanzania***. Upon or before delivery of the Goods, the Laboratory Reagents and Supplies MANUFACTURERS AND AUTHORISED DISTRIBUTORS shall notify the Purchaser in writing and deliver the following documents to the Purchaser: (i) two originals and two copies of the Laboratory Reagents and Supplies Manufacturer's invoice, showing Purchaser, the Contract number, loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp / seal; (ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as [*enter correct name of Purchaser for customs purposes*] and delivery through to final destination as stated in the Contract. (iii) four copies of the packing list identifying contents of each package; (iv) one original of the manufacturer's or Laboratory Reagents and Supplies Manufacturer's Warranty certificate covering all items supplied; (v) one original of the Laboratory Reagents and Supplies Manufacturer's Certificate of Origin covering all items supplied' (vi) original copy of the Certificate of Inspection furnished to Laboratory Reagents and Supplies Manufacturers and Authorized Distributors by the nominated inspection

		agency and six copies (where inspection is required) (vii) other procurement-specific documents required for delivery / payment purposes. **Note:** In the event that the documents presented by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 9 (GCC 9) above.
15.	GCC 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.
16.	GCC 16.1	Incidental services to be provided are: **There are no special conditions of contract applicable to GCC 16.1**
	Warranty (GCC Clause 17)	
17.	GCC 17.1	*There are no special conditions of contract applicable to GCC 17.1*
18.	GCC 17.4	The period for the replacement of defective goods is: 90 days
	Payment (GCC Clause 18)	
19.	GCC 18.1 & 18.4	The method and conditions of payment to be made to the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors under this Contract shall be as follows: **Payment for Goods supplied from abroad:** Payment of foreign currency portion shall be made in *currency of the Contract Price* in the following manner: i) **On Shipment:** Eighty (80) percent of the shipped goods price shall be paid through irrevocable letter of credit opened in favor of the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors in a bank in its country, upon submission of documents specified in GCC Clause 13 or, alternatively, at the Laboratory Reagents and Supplies Manufacturer's option, within thirty (30) days of submission of documents specified in GCC

		Clause 13 above by direct bank transfer to the Laboratory Reagents and Supplies Manufacturer's nominated bank account. Opening charges and charges for amendment of the letter of credit at the request of or due to a fault or default of the Purchaser are for the account of the Purchaser. Confirmation charges and charges for amendment to letters of credit at the request of or due to a fault, or default on behalf of the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, are for the account of the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors. Remaining twenty (20) percent of the shipped goods price shall be paid within thirty (30) days after receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser. **or** ii) **On delivery and acceptance** hundred (100) percent of the shipped goods price shall be paid through telegraphic transfer. **Payment for Goods and Services supplied from within the United Republic of Tanzania:** Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in **Tanzanian Shillings** as follows: i) On delivery and acceptance: Hundred (100) percent of the received goods price shall be paid within thirty (30) days after receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser
	Prices (GCC Clause 19)	
20.	GCC 19.1	There are no special conditions of contract applicable to GCC 19.1
	Liquidated Damages (GCC Clause 24)	
21.	GCC 24.1	Applicable rate: **0.5 percent per week** of undelivered goods value. Maximum deduction is equal to the performance security **10% of the call off price.**
	Settlement of Disputes (GCC Clause 29)	
22.	GCC 29.2.2	The dispute resolution mechanism to be applied pursuant to GCC sub-Clause 29.2.2 shall be as follows: ***a.*** ***Contracts with foreign* Laboratory Reagents and Supplies *MANUFACTURERS AND AUTHORISED DISTRIBUTORS:*** GCC 27.2.2 (a) – All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

		b. ***Contracts with* Laboratory Reagents and Supplies *MANUFACTURERS AND AUTHORISED DISTRIBUTORS national of the United Republic of Tanzania:*** In the case of a dispute between the Purchaser and a Laboratory Reagents and Supplies Manufacturers and Authorized Distributors who is a national of the United Republic of Tanzania, the dispute shall be referred to arbitration in accordance with the Laws of Tanzania
	Notices (GCC Clause 31)	
23.	GCC 31.1	The Purchaser's address for notice purposes: **Director General** **Medical Stores Department** **Off Nyerere road, Keko Mwanga** **P.O.Box 9081** **Dar es Salaam, Tanzania** **Tel: 255 22 2860890/7** **Fax: 255 22 2865814/9** The Laboratory Reagents and Supplies Manufacturer's address for notice purposes*: N/A*

Special Conditions of Contract

Laboratory Reagents and Supplies

(Additional Clauses)

	The below data should be included in the Special Conditions of Contract used in Tendering Documents for the procurement of Laboratory Reagents and Supplies.	
13. Delivery and Documents (GCC Clause 13)		
14.	GCC 13.1 & 13.3	***For Goods supplied from abroad:*** (viii) One original of the Certificate of Laboratory Reagents and Supplies Product as recommended by the WHO for each of the items supplied. (ix) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Laboratory Reagents and Supplies Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods. (x) Original copy of the certificate of weight issued by the port authority / licensed authority and six copies.

Special Conditions of Contract

VACCINES

(Additional Clauses)

	The below data should be included in the Special Conditions of Contract used in Tendering Documents for the procurement of vaccines	
13. Delivery and Documents (GCC Clause 13)		
14.	GCC 13.1 & 13.3	***For Goods supplied from abroad**:* (iv) One copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped. (v) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Laboratory Reagents and Supplies Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods. (vi) Original copy of the certificate of weight issued by the port authority / licensed authority and six copies. ***For Goods from within the United Republic of Tanzania:*** (x) One copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped.

17. Warranty (GCC Clause 17)		
17.	GCC 17.1	The Purchaser reserves the right to request evidence of bio-availability and/ or bio-equivalence data and / or evidence of the basis for expiration dating and other stability data concerning the goods to verify shelf life claimed for the Goods. If an adverse event following immunization (AEFI) occurs in the United Republic of Tanzania and the cause of such event cannot be immediately established, the Purchaser will, with all urgency and in accordance with the procedures laid down by the NCA of the United Republic of Tanzania, take steps to advise the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors in order that an investigation may be launched immediately. If the vaccine has been supplied through an agency of the United Nations, the most current procedures laid down by the WHO for such situations will be used.

SECTION VI: SCHEDULE OF REQUIREMENTS

SECTION VII: TECHNICAL SPECIFICATIONS

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Generic Specification for ILS and Routine Diagnostics Commodities

X-RAY SUPPLIES AND EQUIPMENTS				
Part Number	**Item Description**	**UoM**	**Items specification**	
30010001MD	FILM X-RAY 24 CM X 18(GREEN SENSITIVE)	100PC	**Description** **Film features** **Intended Use** **Shelf life** **Pack size** **Sample** **Label requirements**	**X-ray** films ,green sensitive for radiological imaging - High contrast, good definition, high resolution ratio and low fog - Develop photos with high clarity and high transitivity - Green sensitive films - This film is used for the examination of human body disease and abnormal changes of viscera, bones and soft tissues, in order to provide reliable information for clinical diagnosis. - Not less than 24Months - Pack of 100Sheets/films - One pack size, 24x18cm should be submitted. - MANUFACTURERS AND AUTHORISED DISTRIBUTORS name, MANUFACTURERS AND AUTHORISED DISTRIBUTORS and Expiry Dates, Batch/Lot - Number, Film size, and MSD Logo, ISO/CE Mark in PRINTS
30010002MD	FILM X-RAY 35 CM X 35(GREEN SENSITIVE)	100PC		
30020012MD	FILM X-RAY 30CM X 24CM (GREEN SENSITIVE)	100PC		
30020013MD	FILM E-RAY 40CM X 30CM (GREEN SENSITIVE)	100PC		
30020014MD	FILM X-RAY 43CM X18CM (GREEN SENSITIVE)	100PC		
30020015MD	FILM X-RAY 43CM X 35CM (GREEN SENSITIVE)	100PC		
C2 - X-Ray Processing Chemicals				

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30020001MD	AUTOMATIC DEVELOPER	40L	Product type: X-ray Developer liquid Concentrate 5Lts (Complete pack ,**A+B+C**) Intended use: Developing various types of medical films by using (Auto & Manual) processing For making: 20Litres working solution Shelf life: 24Months at **18-25^{0}C** Packaging: 2x20Liters **Label type**: Every individual bottle/Gallon and the outer Packaging carton should have a label indicating Product description, Manufacturers and Authorized Distributors name, Manufacturers and Authorized Distributors and Expiry Dates, Batch/Lot ,Number, Film size, and MSD Logo, ISO/CE Mark all should be in PRINT.
30020002MD	AUTOMATIC X-RAY FIXER	20L	Product type: X-ray fixer liquid Concentrate 2x5Lts (Complete pack ,**A+B+C**) Intended use: For fixing latent images from various types of medical films by using (Auto Manual) processing For making: 40Litres working solution from 2x5Lts Shelf life: 24Months at **18-25^{0}C** Packaging: 2x20Liters **Label type**: Every individual bottle/Gallon and the outer Packaging carton should have a label **Printed** with Product description, Manufacturers and Authorized Distributors name, Manufacturing and Expiry Dates, Batch/Lot ,Number, Film size, and MSD Logo, ISO/CE Mark **Sample:** One set of Developer and Fixer should be submitted as Sample
LABORATORY EQUIPMENTS AND SUPPLIES			
D1 - Specimen Collection ,Storage And Transport Items			
40090012MD	HOLDER FOR VACUUM BLOOD COLLECTING SYSTEM (VACUTAINER HOLDER)	25PC	Product type: Plastic holders for blood collection Intended Use: For use with Multi sampling needle 21G with Vacutainer Venous Blood Collection System Use type: Single use for safety assurance Pack size: 25Pcs/Pack Shelf life: N/A Sample : One pack/25Pcs Label: Well printed with Product name, Manufacturers and Authorized Distributors name, Manufacturing and Expiry date, Lot number, MSD Logo, CE Marked/ISO and the quantity
D2 - Microbiology And Serology Item			

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40070100MD	HEPATITIS C RAPID TEST STRIPS (HCV)	K/25	**Description**: One step qualitative lateral immunochromatographic assay (Strips) for Qualitative detection of Antibodies against Hepatitis B surface Antigen, and Hepatitis C virus respectively in the serum, plasma, or venous whole blood. Sensitivity:≥99% Specificity:≥98% Time for results: Within 30 minutes Storage: 2-30°C Pack size: Pack/25 Tests Shelf life: Not less than 24months **PHLB Registered**: Must be approved and registered by PHLB Required Accessories: - 25 strips -25 Disposable Specimen Capillary/Pipettes - Buffer in Dropper vial - Package Insert(Instruction manual) -Submit **ONE** kit for each item as a sample.
40070101MD	HEPATITIS B RAPID TEST STRIPS (HBV)	K/25	
40070008MD	RAPID TEST KIT FOR SYPHILIS	KT30	**Description**: rapid test is a simple point-of-care test that can be used in all health care settings to allow immediate treatment. **Storage**: Does not require special storage or trans-port conditions. **Model**: Cassette type **Shelf life**: Longer than 18Months **Accessories**: Assay diluent 3-5mls vial, Blood lancet, alcohol pad, bulb type pipette, Instruction kit, and all other related as per manufacturer. **Sensitivity**:95% **Specificity**:95% Sample of One kit should be submitted.
40070012MD	WIDAL REAGENT	1KT	**Product type**: Widal test reagent **Intended Use**: Detection of Antibodies against TO and TH, Salmonella Antigens by using Tile or Titration method .Detection of other Antibodies as AH, BH, CO, CH, AO, and BO is Added advantage. **Shelf life** : **24**Months at **2-8^{0}C** **Pack size**: 2x5mls and Positive& Negative Controls **Other accessories**: Glass tiles pre circled, Insert kit. **Sample**: One kit and the CoA of the Batch should be submitted
40090075MD	PETRI DISHES+COVER DISPOSABLE 20MLS(85MM)	10PC	Material: Polystyrene Pack: 10Pcs Gross case: 80Pcs Model: Disposable, round for Culture Sterility: Sterile Size/Capacity:20mls

D3 - Hematology and Blood Transfusion Items					
				Parameter	***Requirements***

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40010081MD	A- B- O- D- BLOOD GROUPING REAGENTS- KIT OF FOUR	1KT	**Intended use**	The Anti-sera for Blood grouping serology fast reacting, sensitive and specific
			Titre **IgG/IgM characteristic**	- Ant A should show a titre of at least 1/128 against $A_{1\ cells,}$ 1/64 against A_2 cells and 1/16 against A_2B cells.
			Avidity	- Ant B should have a titre of at least 1/64 against B cells - **Polyclonal**
			Specificity	- Ant A should agglutinate A_1 cells in 10 seconds or less, A_2 cells in 20 seconds or less and A_2B cells in 30 seconds or less.
			Reaction against sub-groups	- Ant D should agglutinate D antigens in 1 min. - Antisera must react when tested against a panel of the known common antigens. - Ant A must be capable of reacting with the A_2 antigen especially the weaker form found in A_2B. - Ant D should be able to react with weak D antigen
			Ant D potency	- Anti-D should at least has potent as 99/836 when diluted in parallel haemagglutination titrations: a) Eight-fold dilution of reconstituted 99/836 should define the minimum potency of high protein anti-D blood grouping reagents b) Three-fold dilution of reconstituted 99/836 should define the minimum potency of low protein anti-D blood grouping reagents
			Freedom from rouleaux-forming properties	- All sera should be free from rouleaux-forming properties since strong rouleaux can resemble agglutination,
			Package	

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			Shelf life at 2 - 8˚c ***Sample***	such sera are unsatisfactory - Set of 4 Antisera, Ant A, B, A+B and Ant D of 5mls or 10mls vials. - The packs should contain msd Logo and all necessary information in prints and NOT stamp. - Leaflet should provide all necessary information - Should not be less than 24Months - ***Submit One pack as a sample***
40060007MD	HEMOCUE BLOOD HAEMOGLOBIN (Hb-201)CUVETTES	**50PC**	Product type: Micro cuvettes for Hb 201+ Intended Use: For estimation of Haemoglobin level using Hb 201+ Sample type: Venous Whole blood or direct Capillary blood Shelf life: Not less than 24Months at Room temperature Pack size: 4x50 Cuvettes in a single pack. Sample: One Intact Pack should be Submitted **Label requirements**: Manufacturers and Authorized Distributors name, MANUFACTURERS AND AUTHORISED DISTRIBUTORS and Expiry Dates, Batch/Lot number, and **MSD Logo**, for the pack and individual tin, ISO/CE Mark in PRINTS	
D4 - Parasitology Items				
40060081MD	GLUCOSE IN BLOOD REAGENT STRIP(*Accuchek*)	50PC	**Description**: Strips for **RBG** to **fit** for respective device type (***Accucheck, On Call, and One Touch***). **Intended Use**: Quantitative determination of random blood glucose **Pack size**: Pack/50 Strips Label: All primary and secondary Containers to bear the MSD logo, Manufacturers and Authorized Distributors name, Expiry and Manufacturer date. Sample: Submit one pack of **50 Strips** as a Sample.	
40060010MD	GLUCOSE IN BLOOD REAGENT STRIP(*On Call*)	50PC		
40060011MD	GLUCOSE IN BLOOD REAGENT STRIP(*One touch*)	50PC		
40810185MD	GIEMSA STAIN SOLUTION 250mls	1Bottle	**Description**: A ready-to-use solution to stain blood or malaria smears A dilution of Giemsa stain in a buffer with a 6.8 or 7.2 pH. **Rapid staining**: 10% dilution and staining time of 15-20 minute **Composition**: Giemsa stain, glycerol, methanol **Storage**: Protect from light and humidity **Shelf life**: **24** months or better Pack size: **250**mls	
D5 - General Purposes, Laboratory and Disinfectants Items				

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40090047MD	OIL FOR MICROSCOPE (OIL IMMERSION)	25 mls	Product type: Oil for microscope Intended Use: For use in 100x microscope examination of smears Viscosity: 100-120 mPas (20 °C Density: 1.025 g/mL at 20 °C Refractive Index: n20/D 1.516 (Should comply with DIN/ISO standards) Color: Golden brownish Shelf life: Not less than 24months Size: 25mls plastic Bottle with dropper Gross package: 20Bottles/Box Label: Well printed with Product name, Manufacturers and Authorized Distributors name, Manufacturing and Expiry date , Lot number, MSD Logo , CE Marked/ISO and the quantity Sample: **One Bottle** should be submitted
40100002MD	APPLICATOR STICK WOOD	100 Pcs	Round wooden applicator sticks, 150 x Ø2.3mm, birch wood for sample preparation, cleaning, sorting and mixing in the Laboratory. Pack of 100Pcs.
40100005MD	CENTRIFUGE (FOR 8X15 MLS TUBES) ELECTRICAL OPERATED	EACH	Stainless steel, To hold **8 tubes or more tubes with 15mls** capacity.
40100083MD	URINE SPECIMEN COLLECTION CONTAINER WITH WIDE MOUTH AND SCREW CAPPED (60mls)	EACH	A screw-cap container used for urine samples collection. Components: Container with a screw cap Materials: Polystyrene crystal Non-sterile Non-graduated Capacity: 60ml Spoon: Without spoon Capacity: 60mls Frosted: With frosted part for labelling Mouth type: Wide mouth to allow free urine collection
40100014MD	STOOL SPECIMEN CONTAINER PLASTIC-DISPOSABLE	EACH	A screw-cap container used for stool samples. Components: Container with a screw cap Materials: Polystyrene crystal Non-sterile Non-graduated Capacity: 60ml Spoon: With spoon Capacity: 60mls Frosted: With frosted part for labelling
40010001MD	BLOOD BAG SINGLE 250ML	5PC	***The specification is applicable for all blood bag types and size.*** The blood collection bag made up of high quality transparent **PVC** (Polyvinylchloride), Collapsible, Non-vented sterile container, with Collecting tube for ensuring completely Closed system to avoid the chances for contamination

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			Suitable for collection and preservation of 450mls whole Blood for transfusion purposes. **450 mls** (Should be enough to hold 450mls to prevent any ballooning or rapture of the bag when is full. Flexible pre-sterilized, Pyrogenic free, Non-toxic, Non hemolytic, Biocompatible material of plastics, Closed system, Round shaped, Should have slit on both sides of the bag. Flexible non-kinking, Non-sticking, Transparent, Leak proof, Closed system, The tubing should have the multiple printed **ID/Segment** numbers at intervals. 16 gauge **(16G)** ultra-thin walled and straight, Sharp regular margins and Bevelled tip, Rust proof, Tightly fixed with hub covered with sterile strong break off - guard and hermitically sealed Tamper proof, and should not be recapped, safe and easy to open (twist-off or tear off outlets). **CPDA/CPDA-1** (63mls for 450mls bags) Clear and colorless solution No discoloration on storage at RT The **CoA** and product assessment report should be provided for justification a) Non- peal off, Heat sealed, Can remain attached between 25-80^{o} C. b) Convenient to write/labeling c) Manufacturing and Expiry date d) Batch/Lot number e) MSD logo f) **CPDA-1** composition g) Non-pyrogenic, Non-Toxic, Sterile, and Sterilization mode, and Cautions with the word **DAMU HAIUZWI** in bolding h) **Note**: All writing should be printed and not stamped i) Storage temperature, below 30°**C** j) Shelf life not less than 24 months Individual plastic bag should primarily be packed in a transparent plastic bag and then 5 bags should be packed in water resistant aluminium foil pouch. Ten (10) packs of 5pcs per Box.

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			Submit One pack of 5Pcs
40010002MD	BLOOD BAG SINGLE 450ML	5PC	
40010005MD	BLOOD BAG DOUBLE 450ML	5PC	
40060004MD	Multistics strips for Urinalysis	100PC	Strip for urinalysis strips with not less than ten parameters detection including glucose, leucocytes, WBCs, RBS, SG, proteins, etc. Tin/100Strips Label: Manufacturing name, date, expiry date, MSD Logo for primary and secondary packs.
99999999MD	CYBOW URINE ANALYSIS STRIPS READER	Each	Special Reader for reading Cybow urine analysis Strips. It must be singly packed with the instruction Manual. It must be placed inside the box with atleast 5ply. The box must be labelled with important information include Item Name, Name of Manufacturer and Country of Origin.
99999999MD	LIPID CONTROL NORMAL	1 Pack	Special for ELBA XL 100Chemistry analyzer. The pack Must be well packed and labeled with all important information including Manufacturing and expiring dates, Manufacturers name and Batch/ Lot Number. Also It must indicate the storage temperature. Should be delivered at the required Temperature.
99999999MD	GASTRORAFIN	Pack	Universal pipette tips; 2 -20 uL polypropylene, yellow, non-sterile, bulk pack of 1000. Fit to the following micropipettes: Eppendorf, Finnipette, Pipetman, Unisex, Wheaton, Gilson and Thermal. Should be packed in a nylon foil then inside the box. The Box Must be Labelled with all Important Information including Manufacturer's name and Country of original
99999999MD	Iopomidol	Pack	The strips are Special for Gluco plus Machine, Should be able to take just 1.5µl where blood sample can either be taken through either side of the test strip Should be able to give results within 15 Seconds The Strips must be placed inside the vial, The vial must contain 50 strips and be labelled and contain all important information including Manufacturing date, Expiring date, Manufacturing dates. There must be leaflet indicating instruction for use. The pack must indicate the storage condition.
99999999MD	Thermal papers	Roll	The cuvettes made of polystyrene and can take up about 5 µL of blood to be used in Haemocue Blood Haemoglobin (Haemocue Hb 201+) Photometer to measure the level of Hemoglobin in the

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			blood. They have to be in a plastic package of 50. The container should contain all necessary information including manufacturing and expiring dates, batch number as well as manufacturer and country of origin
99999999MD	Geal Foam	Each	Composition: Purified paraffin and synthetic resin blend Uses: Processing/Embedding Melting Point: 56°C Temperature Stability: 65°C Solid Product Range: Pellets Sectioning Range: Down to 2µ
99999999MD	Bamboo Sticks	Each	Chemical formula: Na2HPO4 Formula weight: 141.98 Assay: Not less than 98.0% after drying Description: White, hygroscopic, odorless powder Uses: Emulsifier, texturizer, buffer Solubility: Freely soluble in water; insoluble in ethanol pH: 9.0- 9.6 (1 in 100 soln) Test for sodium: Passes test Test for phosphate: Passes test Test for orthophosphate: Dissolve 0.1 g of the sample in 10 ml water, acidify slightly with dilute acetic acid TS, and add 1 ml of silver nitrate TS. A yellow precipitate is formed.
99999999MD	Normal Saline Solution	1 Litre	MW: 36,46 g/mol Density: 1.18 g/cm³ (20 °C) Index: 017-002-01-X HCL: (25 - 38%)
99999999MD	Grossing Board	Each	Secure specimens during processing. Should be featured with a locking lid attached by two hinges that open from either the front or back. Should be made up of Acetyl polymer construction. Should also have Small slot-style pores and Cassette writing face is at a 45° angle. Should be well packed in a pack of 500 (In a box or strong Package) where each pack should have all important information including Manufacturer, Country of Original and Batch Number.
99999999MD	Grossing Knives	P/10	Harris Haemotoxylin Solution for H&E Staining
99999999MD	Scalpel Handle	Each	Special for placing scalpel brades before use. Must be stainless steel with the length of at least 12cm. Must be simple and easy to use, Each must be packed singly and accompanied with instruction for use.
99999999MD	Microtome Brush	Each	Intended for application to bleeding surfaces as a hemostatic. Sterile Compressed Sponge, water-insoluble, off-white, non-elastic, porous, pliable product prepared from purified porcine skin, Gelatin USP Granules and Water for Injection, USP. It may be cut without fraying and is able to absorb and hold within its interstices, many times its weight of blood and other fluids. Each

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			Must be packed singly, Labelled with all important information including Item name, Manufacturer's name, Manufacturing and expiring dates, together with the instruction for use. It must indicate the storage temperature and must be delivered
99999999MD	Homocysteine	Kit	Special for Eurolyser analyzer. Each Kit Must be well packed and labeled with all important information including Manufacturing and expiring dates, Manufacturers name and Batch/ Lot Number. Also It must indicate the storage temperature and should be delivered at the required Temperature.
99999999MD	Micro albumin	Kit	
D6 - Reagents and Supplies for Dymind DH 76 Lyse – LyA 3 – **PLEASE NOTE: D6 MUST BE TENDERED AS A LOT**			
99999999MD	DYMIND DH76 Diluents -A (DILVENTS-A).	20 Litres	DIL-A Diluent, Special for DYMIND DH76-Auto Hematology Analyzer. The pack must be well packed and labelled with all important information including Item Description, Manufacturing and expiring dates, Manufacturers name and Batch/ Lot Number. Also It must indicate the storage temperature. Should be delivered at the required Temperature.
99999999MD	DYMIND DH76 LYSE-LYA-1	500ml	Special for DYMIND DH76-Auto Hematology Analyzer. The pack must be well packed and labelled with all important information including Item Description, Manufacturing and expiring dates, Manufacturers name and Batch/ Lot Number. Also It must indicate the storage temperature. Should be delivered at the required Temperature.
99999999MD	DYMIND DH76 LYSE-LYA-2	500ml	Special for DYMIND DH76-Auto Hematology Analyzer. The pack must be well packed and labelled with all important information including Item Description, Manufacturing and expiring dates, Manufacturers name and Batch/ Lot Number. Also It must indicate the storage temperature. Should be delivered at the required Temperature.
99999999MD	DYMIND DH76 LYSE-LYA-3	1 Litre	Special for DYMIND DH76-Auto Hematology Analyzer. The pack must be well packed and labelled with all important information including Item Description, Manufacturing and expiring dates, Manufacturers name and Batch/ Lot Number. Also It must indicate the storage temperature. Should be delivered at the required Temperature.
99999999MD	DYMIND CLE-P CLEANER	50 ml	Special for DYMIND DH76-Auto Hematology Analyzer. The pack must be well packed and labelled with all important information including Item Description, Manufacturing and expiring dates, Manufacturers name and Batch/ Lot Number. Also It must indicate the storage temperature. Should be delivered at the required Temperature.

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	C- X RAY SUPPLIES AND EQUIPMENT								Sample Requirement
	C1 - X-Ray Films							**Specifications**	
1	30010001MD	E	C	Film X-Ray 24 Cm X 18(Green Sensitive)	100PC	39,100	MD-Routine	Film speed 400.(Green Sensitive) Primary packaging should be labelled with **msd** logo, name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified	
2	30020012MD	V	C	Film X-Ray 30cm X 24cm (Green Sensitive)	100PC	63,500	MD-Tracer	Film speed 400.(Green Sensitive) Primary packaging should be labelled with **msd** logo, name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified	
3	30010002MD	V	C	Film X-Ray 35 Cm X 35(Green Sensitive)	100PC	108,800	MD-Tracer	Film speed 400.(Green Sensitive) Primary packaging should be labelled with **msd** logo, name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified	
4	30010007SP	V	A	X-RAY FILMS DRY IMAGING 20X25CM FOR DIGITAL X-RAY MACHINE	100PC		MD-Routine	Dry Imaging films, Pack of 100fils	
5	30010008SP	V	A	X-RAY FILMS DRY IMAGING 25.4X30.5CM FOR DIGITAL X-RAY MACHINE	100PC		MD-Routine	Dry Imaging films, Pack of 100fils	
6	30010006SP	V	A	X-RAY FILMS DRY IMAGING 26X36CM FOR DIGITAL X-RAY MACHINE	100PC		MD-Routine	Dry Imaging films, Pack of 100fils	
	C2 - X-Ray Chemicals And Reagents								
7	New	V	D	Contrast Lopamidol 100ml injection 100ml bottle	10Bottles/Case		MD-Tracer	Contrast Media in a Bottle of 100mls	

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8	30020001MD	E	C	Automatic Developer	40L	183,300	MD-Tracer	X-ray film chemicals developing solution for automatic processing x-ray developer features in good inoxidizability, durable, and big medical films developing quantity. Good developing effect with low fog, low granularity, high sensitivity and high resolution ratio. **Packaging :2A+2B+2C (A: 5L; B: 50ML; C: 50ML)**
9	30020002MD	E	C	Automatic X-Ray Fixer	20L	176,000	MD-Tracer	**Packaging: 2A+2B (A: 5L; B: 50ML)**
10	30020016MD	V	C	Ultra Sound Jelly(With Dispenser)	5L	15,200	MD-Tracer	Clear Ultrasound Transmission Gel for diagnostic and therapeutic medical ultrasound. Fragrance and color free **Packaging:** 5Lts Bottle with droper
	D - LABORATORY EQIPMENT AND SUPPLIES							
	D1 - Specimen Collection,Storage and Transport Items							
11	20130015MD	E	A	Biohazard Bag - Black	200PC	42,100	MD-Routine	Bag, Plastic, Red 96.5x122cm, 50 - 70 microns thickness embossed with Biohazard symbol-Black
12	20130002MD	E	A	Biohazard Bag - Yellow	200PC	42,400	MD-Routine	Bag, Plastic, Red 96.5x122cm, 50 - 70 microns thickness embossed with Biohazard symbol-Yellow
13	New	E	A	Biohazard Bag-Green	200PC		MD-Routine	Bag, Plastic, Red 96.5x122cm, 50 - 70 microns thickness embossed with Biohazard symbol-Green
14	20130001MD	E	A	Biohazard Bag-Red	200PC	42,400	MD-Routine	Bag, Plastic, Red 96.5x122cm, 50 - 70 microns thickness embossed with Biohazard symbol-Red

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15	20130008MD	V	A	Safety Boxes For Disposable Used Syringes 5 Litre	EACH	1,800	MD-Tracer	Puncture-resistant containers used for the disposal of sharps, including syringes, needles, laboratory glassware, stylets, lancets, blades, scissors, trocars, and scalpels, without recapping, cutting, or bending. Sharps container, for used syringes/needles. Capacity of the container up to **5 L** (150 uncapped auto disable syringes of 0.5ml) **Packaging**: sually boxes of 25 pieces, flat packed in robust water resistant shipment packaging.
16	40090016MD	E	A	Blood Lancets	200PC	19,500	MD-Tracer	Sterile Blood Lancets (Fine gauge, tri-bevel tip) Contact Activated Plastic type. Self-injecting (Blue/Green or any color) **Packagin**g : 200Pcs/Box
17	40090012MD	E	B	Holder For Vacuum Blood Collecting System (Vacutainer Holder)	25PC	-	MD-Routine	**Not required as Item Number 20 is complete with holder**
18	New	V	A	Microtainer Plain Tubes	EACH	-	MD-Routine	Flat bottomed microtainer tubes for pediatric blood sample collection,graduated,2m
19	New	V	A	Mirotainer Tubes With Edta	EACH	-	MD-Routine	Flat bottomed vials for sample storage,graduated,2m
20	40090207MD	E	A	Mult-Sampling Sterile Needles (Vacutainer Needles) 21g X 1.5in	100PC	131,800	MD-Tracer	Multi sampling needle for venous blood collection with safety shield pre attached to the needle holder (Plastic).
21	40100052MD	V	A	Sterile Cotton Swab Stick For Specimen Collection	100PC	20,200	MD-Routine	Wooden stick made with cotton tip, sealed in individual blister pouches, or plastic case, sterile and at least 14cm long. The desired pack size is 100Pcs /Pack and 1000Pcs/Carton. Label requirements: Lot/Batch numbers, Manufacturer name, Expiry date and MSD Logo.
22	40100014MD	V	A	Stool Specimen Container Plastic-Disposable	EACH	500	MD-Tracer	Transparent Plastic containers with graduated markings plus screw cap. Capacity 60mls . **Packaging**: 500Pcs/Case labeled with all Manufacturer and Product details on secondary Packs with MSD Logo

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23	New	V	A	Swab Media Transport	EACH	-	MD-Routine	Sterile Swabs Media Transport for Bacteria, Yeast and Trichomonas individually packed in a sealed tube **Packaging:** General specimen collection, transport and laboratory use. 5-inch shaft with rayon-tipped swab Round-bottomed tube Sterile and charcoal free Pre-attached label Tamper-evident seal. **Packaging**: 100Pcs/Case
24	40100083MD	V	A	Urine Specimen Collection Container (Plastic)	EACH	300	MD-Tracer	Transparent Plastic containers with graduated markings plus screw cap and spoon. Capacity 60mls. **Packaging:** 500Pcs/Case labeled with all Manufacturer and Product details on secondary Packs with MSD Logo
25	40090205MD	V	A	Venous Blood Collection Tubes For Plasma 4.5mls (With EDTA)	100TU	33,300	MD-Tracer	Vacuum tubes with **K3EDTA** made of transparent Polyethylene Terephthalate (PET), Slip-on type of cap for one-hand opening **(Purple)**. Should have a rubber stopper which is recessed inside an outer plastic shield. Outer plastic shield must not separate from the rubber on opening the tube. Capacity 4mls,13x75mm .Thermal glued label on each individual tube indicating the Manufacturer name, Manufacturing and Expiry Date, Lot number, Tube capacity, sterilization method, with empty space for writing patient/sample details

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26	40090206MD	V	A	Venous Blood Collection Tubes For Serum 4mls	100TU	20,000	MD-Tracer	Vacuum Plain tubes made of transparent Polyethylene Terephthalate (PET), Slip-on type of cap for one-hand opening **(RED)**. Should have a rubber stopper which is recessed inside an outer plastic shield. Outer plastic shield must not separate from the rubber on opening the tube. Capacity 4mls,13x75mm .Thermal glued label on each individual tube indicating the Manufacturer name ,Manufacturing and Expiry Date, Lot number, Tube capacity, sterilization method, with empty space for writing patient/sample details
	D2 - Microbiology and Serology Items							
27	New	E	D	Alkaline Peptone Water	EACH	-	MD-Routine	Alkaline Peptone Water (APW) Agar, 500g
28	New	E	A	Amies Transport Media With Charcoal	EACH	-	MD-Routine	Amie's Agar Gel for Aerobic and Anaerobic 500g
29	New	E	D	Amikacin 30 µg sensitivity disc	Tube/50	-	MD-Routine	Amikacin 30 µg sensitivity disc
30	New	E	D	Amoxcyllin /Clavulanic Acid 30 µg disc	Tube/50	-	MD-Routine	Amoxicillin /Clavulanic Acid 30 µg disc
31	New	E	D	Ampicillin 10 µg disc	Tube/50	-	MD-Routine	Ampicillin 10 µg disc
32	40020009MD	E	C	Blood Agar Base	500g	75,500	MD-Routine	Blood Agar Base 500g
33	New	E	D	Cary Blair Transport Media	500g	-	MD-Tracer	500g
34	New	E	D	Cefotaxime 30 µg	Tube/50	-	MD-Routine	Cefotaxime 30 µg
35	New	E	D	Ceftriaxone 30 µg	Tube/50	-	MD-Routine	Ceftriaxone 30 µg
36	New	E	D	Ciprofloxacin 5 µg	Tube/50	-	MD-Routine	Ciprofloxacin 5 µg
37	New	E	D	Cled Agar	Tube/50	-	MD-Routine	500g
38	New	E	C	Clindamycin 5 µg	Tube/50	-	MD-Routine	Clindamycin 5 µg
39	New	E	D	Erythromycin 15 µg	Tube/50	-	MD-Routine	Erythromycin 15 µg
40	New	E	D	Gentamicin 30 µg	Tube/50	-	MD-Routine	Gentamicin 30 µg
41	New	V	C	Inoculation Loop Disposable	P/20	-	MD-Routine	Disposable plastic inoculating loops sterile 10uL,capacity for picking and spreading sample on the plate for C/S. Packed in plastic bags 20Pcs/Pack
42	New	V	D	Mac Conkey Agar	EACH		MD-Routine	500g

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43	New	E	D	Metronidazole 5 µg	EACH	-	MD-Routine	500g
44	New	V	D	MH Agar	EACH	-	MD-Routine	500g
45	New	E	D	Nutrients Agar	EACH	-	MD-Routine	500g
46	New	E	D	Petri Dishes+Cover Disposable 20mls(90mm)	EACH	-	MD-Routine	Petri dishes Plastic autoclavable with cover. Reusable and autoclavable, 20ml (90mm) capacity. Sample with all necessary markings, labeled with the name of primary manufacturer should be submitted and should have msd Logo
47	New	E	C	SDA 500gms	EACH	-	MD-Routine	500g
48	New	E	D	SSA Agar	EACH	-	MD-Routine	500g
49	New	V	A	Stuart Power Transport Media	EACH	-	MD-Routine	500g
50	New	E	D	Sulphamethoxazole /Trimethoprim (Cotrimoxazole) 25 µg	Tube/50	-	MD-Routine	Sulphamethoxazole /Trimethoprim (Cotrimoxazole) 25 µg
51	New	E	D	Sulphamethoxazole 100 µg	Tube/50	-	MD-Routine	Sulphamethoxazole 100 µg
52	New	E	D	Sulphonamides 300 µg	Tube/50	-	MD-Routine	Sulphonamides 300 µg
53	New	E	D	Tetracycline 30 µg	Tube/50	-	MD-Routine	Tetracycline 30 µg
54	40020018MD	V	D	Thiosulphate Citrate Bile Sucrose (TCBS)	500g	65,500	MD-Routine	500g
55	New	E	D	Trimethoprim 125 µg	Tube/50	-	MD-Routine	
56	New	V	D	Tryptone Soya Agar	EACH	-	MD-Routine	Tryptone Soya Agar 500g Bottle
57	New	E	D	Tryptone Soya Broth	EACH	-	MD-Routine	Tryptone Soya Broth
58	40070012MD	V	C	Widal Reagent (Tube Method)	1KT	22,200	MD-Tracer Product type: Widal test reagent Intended Use: Detection of Antibodies against TO and TH, Salmonella Antigens by using Tile or Titration method .Detection of other Antibodies as AH, BH, CO, CH, AO, and BO is added advantage. Shelflife : 24Months at 2-80C Pack size: 2x5mls and Other accessories: Glass tiles pre circled, Insert kit		
	D3- Immunoassay and Molecular Biology							500g
59	New	E	S	LH Reagent	EACH	-	MD-Routine	STD
60	New	E	S	Progesteron Reagent	EACH	-	MD-Routine	STD
61	New	E	S	Prolactin Reagent	EACH	-	MD-Routine	STD
62	New	V	D	T3 Reagent	EACH	-	MD-Routine	STD
63	New	V	D	T4 Reagent	EACH	-	MD-Routine	STD
64	New	E	S	Testosterone Reagent	EACH		MD-Routine	STD

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65	New	V	S	Troponin Reagent	EACH	-	MD-Routine	STD	
66	New	E	D	TSH Reagent	EACH	-	MD-Routine	STD	
	D4 - Haematology and Blood Transfussion Items							500g	
67	40010003MD	V	A	A- B- O- D- Blood Grouping Reagents- Kit Of Four	1KT	25,300	MD-Tracer	Blood Grouping antisera (A,B,AB & D) reagent, **Packaging**: 4x10mls botles+ Test tile and the Insert Kit One Kit should be submitted as a sample	
68	40010005MD	V	B	Blood Bag Double 450ml	5PC	23,500	MD-Tracer	Blood bag system includes a 16 gauge x 1 1/2 inch (1.60 x 38 mm) needle with needle cover and a 450 mL (nominal capacity 600 mL) primary collection bag containing 63 mL Citrate Phosphate Dextrose Adenine (CPDA-1) anticoagulant with one integrally attached empty satellite bag (nominal capacity 400 mL).Made of PVC (polyvinyl chloride with DEHP plasticizer Label containing all product information and manufacturer details including MSD Logo and word **DAMU HAIUZWI**. One Pack should be submitted as a sample	
69	40010002MD	V	B	Blood Bag Single 450ml	5PC	11,100	MD-Tracer	Blood bag system includes a 16 gauge x 1 1/2 inch (1.60 x 38 mm) needle with needle cover and a 450 mL (nominal capacity 600 mL) primary collection bag containing 63 mL Citrate Phosphate Dextrose Adenine (CPDA-1) anticoagulant .The bag made of PVC (polyvinyl chloride with DEHP plasticizer . Label containing all product information and manufacturer details including MSD Logo and	

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								word **DAMU HAIUZWI**. One Pack should be submitted as a sample	
70	New	V	B	Coombs reagents (Ant human Globulin serum-AGS)	EACH	-	MD-Routine	Polyspecific Ant lgG and Anti complement,10mls	
71	New	E	A	ESR Tubes (westerngreen pipette)	EACH	-	MD-Routine	Westerngreen pipettes for ESR evaluation. Graduated to 100mm	
72	New	V	D	Haematology Analyzer Reagent Set five part	EACH		MD-Tracer	STD	
73	New	V	C	Haematology Analyzer Reagent Set three part	EACH	-	MD-Tracer	STD	
74	New	V	D	Haematology Controls Set five part	EACH		MD-Tracer	STD	
75	New	V	C	Haematology Controls Set three part	EACH	-	MD-Tracer	STD	
76	40070036MD	V	B	Incomplete Ant -D	10ml	25,600	MD-Routine	Human Monoclonal lgG for slide or tube use. Storage : 2oC to 80C Pack size: Vial with a dropper (10mls) *Label should contain Manufacturer information,Lot number,Manufacturing,Expiry date and MSD Logo* Sample is required in a cold chain Pack and Certificate of analysis	
	D5- Clinical Chemistry and Electrolytes							500g	
77	New	V	D	Albumin Reagent	EACH	-	MD-Routine	STD	
78	New	V	D	Alkaline Phosphate Reagent	EACH	-	MD-Routine	STD	
79	New	V	D	ALT Reagent	EACH	-	MD-Tracer	STD	
80	New	V	D	ASAT Reagent	EACH	-	MD-Tracer	STD	
81	New	V	B	Bilirubin (Direct) Reagent	EACH	-	MD-Tracer	STD	
82	New	V	B	Bilirubin (Total) Reagent	EACH	-	MD-Tracer	STD	
83	New	V	D	Chloride Reagent	EACH	-	MD-Routine	STD	
84	New	V	D	Cholesterol (T) Reagent	EACH	-	MD-Routine	STD	
85	New	V	C	Clinical Chemistry Calibrators Reagent	EACH	-	MD-Routine	STD	
86	New	V	C	Clinical Chemistry Controls Set	EACH	-	MD-Routine	STD	
87	New	V	D	Control (N) Reagent	EACH	-	MD-Routine	STD	
88	New	V	D	Control (P) Reagent	EACH	-	MD-Routine	STD	
89	New	V	D	Creatinine Reagent	EACH	-	MD-Tracer	STD	
90	New	V	D	C-Rp Reagent	EACH		MD-Routine	STD	

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91	New	V	S	GGT Reagent	EACH	-	MD-Routine	STD	
92	New	V	D	Glucose Reagent	EACH	-	MD-Routine	STD	
93	New	V	D	HDL Reagent	EACH	-	MD-Routine	STD	
94	New	V	D	LDL Reagent	EACH	-	MD-Routine	STD	
95	New	V	D	Potassium Reagent	EACH	-	MD-Routine	STD	
96	New	V	C	Protein Reagent	EACH	-	MD-Routine	STD	
97	New	V	D	Sodium Reagent	EACH	-	MD-Routine	STD	
98	New	V	D	Triglyceride Reagent	EACH	-	MD-Routine	STD	
99	New	V	D	Urea Reagent	EACH	-	MD-Tracer	STD	
100	New	E	D	VLDL Reagent	EACH	-	MD-Routine	STD	
	D6 - Parasitology Items							500g	
101	40100002MD	E	A	Applicator Stick Wood	100PC	1,100	MD-Routine	Multi-use applicator stick Wooden Applicator Stick 10cm or better . Packaging: 100Pcs/Box Sample Requirement and Certificate of analysis	
102	New	E	A	Buffer (7.2 Ph) Tablets	EACH	-	MD-Tracer	Buffer tablets pH 7.1 - 7.2 Packaging: Tin/100Tablets approved/Certified by FDA/CE Sample Requirement and Certificate of analysis	
103	40060004MD	V	A	Urinalysis Strips(Multistix)	100PC	25,600	MD-Tracer	Strip for urinalysis with not less than ten parameters detection including glucose, leucocytes, WBCs, RBS, SG, proteins, etc. Tin/100Strips Label: Manufacturing name, date, expiry date, **MSD Logo** for primary and secondary packs Sample Requirement and Certificate of analysis	
	D7-Point of Care Diagnostics,Rapid Test and Serology							500g	

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104	New	V	A	Cryptococcal Antigen Test Kit (Poct)	EACH	K/25	MD-Routine	Immunochromatographic dipstick assay for the qualitative and semiquantitative detection of Cryptococcal Antigen by using Serum/CSF. 2years or more Shelf life at RT Sample Requirement and Certificate of analysis	
105	New	V	A	Glucometer Strips	EACH	-	MD-Tracer	STD	
106	New	V	A	Haemoglobinometer test strips/cuvettes	EACH	-	MD-Routine	STD	
107	New	V	B	Hellicobacter Pyroli Antigen	EACH	K/25	MD-Tracer	The cassettes for the qualitative detection of Helicobacter pylori Antigen from stool sample for diagnosis of H. pylori infection. Sensitivity:≥95% Specificity:≥89% Time for results: Within 5-15 minutes Storage: Room temperature Pack size: Pack/25 Tests Shelf life: Not less than 20months Sample Requirement and Certificate of analysis	
108	40060007MD	V	A	Hemocue Blood Haemoglobin Cuvettes	50PC	135,200	MD-Tracer	Microcuvettes for HB 201+ machine for HB Estimation . Packaging:Bottle of 50Cuvettes x 4 Per Pack Sample Requirement and Certificate of analysis	

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109	40070101MD	V	B	Hepatitis B Rapid Test Strip (Hbv) (Poct)	KT25	11,900	MD-Tracer	One step qualitative lateral immunochromatographic assay (Strips) for Qualitative detection of Antibodies against Hepatitis B surface Antigen in the serum, plasma, or venous whole blood. Sensitivity:≥99% Specificity:≥98% Time for results: Within 30 minutes Storage: 2-30°C **Pack size**: Pack/25 Tests Shelf life: Not less than 24months. Label should contain Manufacturer information,Lot number,Manufacturing,Expiry date and MSD Logo Sample Requirement and Certificate of analysis
110	40070100MD	V	A	Hepatitis C Rapid Test Strips (Hcv)	KT25	45,800	MD-Tracer	One step qualitative lateral immunochromatographic assay (Strips) for Qualitative detection of Antibodies against Hepatitis C virus respectively in the serum, plasma, or venous whole blood. Sensitivity:≥99% Specificity:≥98% Time for results: Within 30 minutes Storage: 2-30°C **Pack size**: Pack/25 Tests Shelf life: Not less than 24months. Label should contain Manufacturer information,Lot number,Manufacturing,Expiry date and MSD Logo Sample Requirement and Certificate of analysis

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111	40070037MD	V	A	Pregnancy Test Strips (Upt)	KT25	6,700	MD-Tracer	One-step rapid qualitative test for detecting the HCG pregnancy hormone (human chorionic Gonadotrophin) in urine. Test by using urine sample without addition of any other reagent Shelflife: Not less than 24Months Minimum Sensitivity- 25mIU/ml Storage: Room temperature (Below 30) Pack size: Individually pouched strip packed (25 Strips/Pack) Labelling: All primary, secondary and tertiary Packaging should be well printed with the product description, Manufacturer Name and Country of Origin, Lot/Batch Number, Manufacturer Name, Manufacturing and Expiry Date with recommended storage condition.**MSD Logo is mandatory on all packs** Sample Requirement and Certificate of analysis
112	New	V	A	PSA Poct	EACH	-	MD-Tracer	500g
113	40070008MD	V	A	Rapid Syphillis Test Kits (Poct)	KT30	61,300	MD-Tracer	Rapid test is a simple point-of-care test that can be used in all health care settings to allow immediate diagnosis. Storage: Does not require special storage or trans-port conditions. Model: Cassette type using serum,plasma or Whole blood Shelflife: Longer than 18Months Accessories: Assay diluent 3-5mls vial, Blood lancet, alcohol pad, bulb type pipette, Instruction kit, and all other related as per manufacturer. Sensitivity:95% Specificity:95% **Label** should contain Manufacturer information,Lot number,Manufacturing,Expiry date and MSD Logo Sample Requirement and Certificate of analysis
	D8 - General Purposes, Laboratory and Disinfectants Items							500g
114	40090063MD	E	B	Cover Slips 22x50mm	100PC	2,300	MD-Routine	Micro Cover Glasses, 22 x 50mm x 0.13 - 0.16mm thick, Resistant to chemical attack, Refractive index finely tuned for microscopes. Pack of 100Pcs Sample Requirement and Certificate of analysis

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115	New	E	A	Ethanol Absolute - 99.9%	EACH		MD-Routine	Ethanol Absolute - 99.9%-AR Packaging: 2.5Lts (Plastic Bottle) Sample Requirement and Certificate of analysis
116		V	D	Microscope Slide 76 X 25 Mm	50PC	2,800	MD-Tracer	Clear Glass, Plain, frosted both ends, Grounded edges, Pre cleaned Size: 76x25mm, and 1 to 1.2mm thick Shelflife: N/A . Pack size: 50PCS/Pack and 20 Packs/Carton **Label**: Well printed with Product name, Manufacturers name, Manufacturing date, Lot number, **MSD Logo**, CE Marked/ISO and the quantity. Sample Requirement and Certificate of analysis
117	40090047MD	V	A	Oil For Microscope (Immersion Oil)	25ml	5,600	MD-Tracer	Viscosity: 100-120 mPas (20 °C Density: 1.025 g/mL at 20 °C Refractive Index: n20/D 1.516 (Should comply with DIN/ISO standards) Color: Golden brownish Shelflife: Not less than 24months Size: 25mls plastic Bottle with dropper Gross package: 20Bottles/Box Label: Well printed with Product name, Manufacturers name, Manufacturing and Expiry date , Lot number, **MSD Logo** , CE Marked/ISO and the quantity Sample Requirement and Certificate of analysis
118	40100017MD	E	A	Pipette- Pasteur Graduated 3 Ml; Plastic Disposable	500PC	16,700	MD-Routine	Graduated plastic Pasteur Pipette 3.0ml capacity at intervals of 1.5-3.0 Sample Requirement and Certificate of analysis

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119	40090087MD	V	A	Pipetting Tips Blue 1000ul	1000PC	-	MD-Routine	Micropipette tips blue with capacity to hold 1000microliter, packed in a transparent plastic bag, labelled with all necessary information and label should be strongly glued Sample Requirement and Certificate of analysis
120	40090080MD	V	A	Pipetting Tips Yellow	1000PC	10,000	MD-Routine	Micropipette tips yellow with capacity to hold 200microliter, packed in a transparent plastic bag, labelled with all necessary information and label should be strongly glued Sample Requirement and Certificate of analysis
121	New	V	A	Tourniquet	EACH	-	MD-Routine	Torniquet for arm tighting elastic with plastic clip adjustable to fit different sizes (Adults and Children) sample should be submited
	D9 - Laboratory Chemical and Stains							500g
122	40030185MD	V	A	Giemsa Stain Solutions 250mls	1BT	8,600	MD-Tracer	A ready-to-use solution to stain blood smears for examination of blood parasites . A dilution of Giemsa stain in a buffer with a 6.8 or 7.2 pH. Rapid staining: 10% dilution and staining time of 15-20 minute ,Composition: Giemsa stain, glycerol, methanol, Storage: Protect from light and humidity Shelflife: 24 months or better Pack size: **250mlsx12 Per case** Sample Requirement and Certificate of analysis

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123	40030186MD	E	A	Gram Staining Kit (4xbottles)	KT	-	MD-Routine	Gram staining kit containing ready made four reagents for Gram stain (4x250mls). Gram's crystal violet,Gram's Iodine,Gram's Decolourizer, Gram's Counter stain. All should be in well labeled plastic bottles with a dropper Cap for easy control of drops during staining procedures. The Bottles sholud have 250mls and shelflife of more than 24Months from Manufacturing Sample Requirement and Certificate of analysis
124	New	V	B	Sodium Citrate 500mls	EACH	-	MD-Routine	Sodium Citrate solution 500mls Packaging: 500mls plastic bottle Sample Requirement and Certificate of analysis
125	New	V	A	Sodium Hypochlorite (Teepol Bleach)	EACH	-	MD-Routine	5Lts,Sodium Hypochlorite solution (JIK),for disinfecting the surface and contaminated parts in the Laboratory. Plastic bottles(Gallon) of 5LTS ,strong,sealed,not leaking,and with a label indicating instructions for use and preparation method and MSD Logo. Sample Requirement and Certificate of analysis
126	New	V	A	Sodium Metabisulphite 500gms	EACH	-	MD-Routine	Powder for reconstitution for Sickling Test Sample Requirement and Certificate of analysis

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Technical Specifications

Diagnostics and Laboratory Reagents

1.	**Product Quality and Package Specifications**	1.1	The goods to be purchased under this bid are included in the Purchaser's current national essential drugs list (Standard Treatment Guidelines and National Essential Medicines List). The required packaging standards and label should meet the current requirements of the World Health Organization (WHO) Good Manufacturing Practices (cGMP) standards in all aspects. "Good Practices in the Manufacture and Quality Control of Drugs.")

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Technical Specifications

Laboratory Reagents and Supplies

1. Product Quality and Package Specifications

1.1 The goods to be purchased under this bid are included in the Purchaser's current national essential drugs list (Standard Treatment Guidelines and National Essential Medicines List). The required packaging standards and label should meet the current requirements of the World Health Organization (WHO) Good Manufacturing Practices (cGMP) standards in all aspects. "Good Practices in the Manufacture and Quality Control of Drugs.")

1.2 Product specification should indicate dosage form (e.g., tablet, liquid, injection, emulsion, suspension, etc.) and the drug content (exact number of mg or % v/v per doses with acceptable range). The product should conform to standards specified in the latest edition of one of the following compendia: the British Pharmacopoeia (BP), the United State Pharmacopoeia (USP), European Pharmacopoeia (EP) or the International Pharmacopoeia (IP). In case the Laboratory Reagents and Supplies is not included in the specified compendium, the Laboratory Reagents and Supplies Manufacturers and Authorised Distributors must provide the reference standards and testing protocols to allow for quality control testing.

1.3 The packaging components (e.g., bottles and closures) should meet specifications suitable for the purpose and have no detrimental effects on the Laboratory Reagents and Supplies product. Primary packing materials must give adequate protection against external influence and potential contamination. All light sensitive pharmaceuti Laboratory Reagents and Supplies should be packed in amber or opaque containers to give maximum protection from light.

Tablets and capsules should be packed in sealed, waterproof containers with replaceable lids that protect the contents against light and humidity. For drugs supplied in tins, tablets should be packed in vacuum packing inside the tins. The tablets/capsules should be packed in polythene bags in an airtight container.

1.4 Secondary packaging material should be strong enough to resist breakages during transportation and normal handling.
As specified in the schedule of requirements and specific for products, carton quantities given under that section must be followed: Instruction leaflets should be inserted. Each unit should have package insert/instruction leaflets. All packing must be properly sealed and tamper-proof.

1.5 Palletisation and cartonization**.** All products quoted must be supplied in cartons and pallets specifically in units specified here and under the section VII 'schedule of requirements'. Cartons should bear the label the information on the dimensions (size and volume) and weight.

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Cartons should be strong enough to withstand handling. The cartons should be made of corrugated boxes in 5-Ply and should be food grade. The box cut portion indicating the ply and strength from the food grade sample must be submitted

All cartons should be palletised. Pallets must be shrinking strapped and should contain only one batch. The pallets should have information clearly indicated in the parking list. Information on the packing list should show the number of shippers/cartons, their identities in relation to the total number of cartons in each batch, quantity in each carton, shipper dimension, and number of pallets, pallet wise boxes and actual height.

The pallets must meet the criteria stipulated by International Plant Protection Convention (abbreviated IPPC), and evidence that they are incapable of being a carrier of invasive species of insects and plant diseases. The standards for these pallets are specified in ISPM 15. The pallets must have logo (stamped on two opposite sides) by the competent authority and certificate to show that they have been treated to comply with this requirement must accompany the consignment.

1.6 Laboratory Reagents and Supplies requiring refrigeration or freezing for stability should specifically indicate storage requirements on labels and containers and should be shipped in special container to ensure stability in transit from point of shipment to Medical Stores Department (MSD). These goods must have retrievable temperature monitoring devices throughout the transportation chain up to time they are handed to Medical Stores Department.

1.7 Shelf life at time of delivery. All products must indicate the dates of manufacture and expiry in a clear language and NOT codes. In addition all products must arrive at Medical Stores Department, Dar es Salaam with a remaining shelf life of at least 80% of the total stipulated shelf life at the time of manufacture.

1.8 Sample requirement. Non-returnable representative unit pack sample with all the labelling and logo specifications listed in this tender document should be submitted with the bid. The sample should be offered with Certificate of Analysis relevant to the sample. Label artwork/copy of actual label should be submitted. The sample should have package insert in English/Swahili

2. Labelling Instructions

2.1 The label of the primary container for each Laboratory Reagents and Supplies and vaccine products shall meet the cGMP standard and include:

(a) All labelling made on all the packages used (including batch numbers and expiry dates) shall be made of waterproof ink in a clearly legible manner. Stamping shall not be accepted.

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(b) The international nonproprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should **not** be bolder or larger than the generic name;

(c) dosage form, e.g., tablet, injectable, syrup, etc.;

(d) the active ingredient "per unit, dose, tablet or capsule, etc.";

(e) the applicable pharmacopoeia standard;

(f) content per pack;

(g) instructions for use;

(h) special storage requirements;

(i) MSD and GOT logo in the format and description herein described, and based on only approved artwork that should be submitted with the bid (see under unique identifiers below)

(j) batch number;

(k) date of manufacture and date of expiry (in clear language, not code);

(l) Full name and address of manufacturer;

(m) Registration number of the product issued by the Tanzania Food and Drugs Authority (TFDA)

(n) any additional cautionary statement.

2.2 The outer case or carton should also display the above information.

3. Case/Carton Identification

3.1 All cases should prominently indicate the following:

(a) Purchaser's line and code numbers;

(b) the generic name of the product;

(c) the dosage form (tablet, ampoule, syrup);

(d) date of manufacture and expiry (in clear language not code);

(e) batch number;

(f) quantity per case/carton;

(g) special instructions for storage;

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(h) Full name and address of manufacturer;

(i) MSD and GOT logo in the format and description herein described, and based on only approved artwork that should be submitted with the bid (see under unique identifiers below)

(j) Registration number of the product issued by the Tanzania Food and Drugs Authority (TFDA

(k) any additional cautionary statements

3.2 No case should contain Laboratory Reagents and Supplies products from more than one batch.

4. Unique Identifiers 4.1 MSD and GOT logo in the format and description described in this subsection must be submitted with the bid for evaluation. Both soft and hard copy of the artwork must be submitted. The confirmation of approval of the artwork of such logo shall be provided to the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors at the time of contract award. Take note also on the individual product requirements explained on the schedule of requirement.

Logo Specifications

Clearly visible logo should be printed or embossed on packaging and product as specified in the table above

msd

medical stores department

- Logo printed on primary and secondary packaging as specified
- Navy Blue color should be used unless packaging is dark, in which case light color such as white maybe used

GOT

- Logo embossed in tablets and capsules, printed on vial or ampoule, primary and secondary packaging
- Embossed or printed
- For printed logo Laboratory Reagents and Supplies Manufacturers and Authorized Distributors may use his own choice of color to ensure visibility

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5. Standards of Quality Control for Supply

5.1 The successful Laboratory Reagents and Supplies Manufacturers and Authorised Distributors will be required to furnish to the Purchaser:

(a) With each consignment, and for each item a WHO certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit, and other tests, as applicable to the Goods being supplied and

(b) The manufacturer's certificate of analysis.

(c) Assay methodology of any or all tests when requested.

(d) Evidence of bio-availability and/or bio- equivalence for all narrow therapeutic index items. These include Psychotropic substances, opioid analgesics, Digoxin formulations, aminophylline formulations, warfarin formulations etc. This information would be supplied on a strictly confidential basis only.

(e) Evidence of basis for expiration dating and other stability data concerning the commercial final package, approved by Tanzania Food and Drugs Authority (TFDA) to show that the product is stable in Tanzania. The information on the storage requirements should be well indicated in both the primary and secondary packages. Exact limits of temperature, relative humidity and light for which the evidence is attached should be well indicated on the label. (Words like room temperature won't be accepted)

5.2 The Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall provide the Purchaser with access to its manufacturing facilities to aspect the compliance with the GMP requirements and quality control mechanisms. Evidence to compliance with cGMP must be submitted. **Copies of GMP certificates issued by TFDA must be submitted with the bid for each product tendered**. The other certificates and that must be submitted include the following:

(a) Certified copies of registration certificate in the country of Origin issued by National Regulatory Authority

(b) Copies of registration certificate in Tanzania issued by TFDA

(c) Original Manufacturer's Authorization for all bidders who are not primary Manufacturers and Authorized Distributors of all products tendered

(d) Good Distribution Practices (GDP) Certificate for all

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distributors (WHO type)

(e) Certificates of Laboratory Reagents and Supplies Products (CPP)

(f) Summary of product specifications for Finished Laboratory Reagents and Supplies Product (FPP) including labelling information, container and closure types and systems, packaging sizes, volume of containers and unit count/fill size.

(g) ISO and other relevant Quality Management Systems certificates.

5.3 The Purchaser shall carry post qualification of all successful bidders and shall require extra information on the previous performance of the contracts of the similar nature and batch sizes of all items to be supplied. In addition, criteria for post qualification will include contract performance on delivery schedules, quality of products, and levels of supply as compared to call off orders and communications efficiency.

GENERAL SPECIFICATIONS FOR LABORATORY PRODUCTS

1. Product and Package Specifications

1.1 The Goods to be purchased by the Purchaser under this Invitation for Bids are included in the Purchaser's *current* national essential drugs list or national formulary. The required packing standards and label must meet the latest requirements of the World Health Organization (WHO) good manufacturing practices (GMP) standards in all respects. (These standards contained in "Good Practices in the Manufacture and Quality Control of Laboratory reagent.")

1.2 The Goods should conform to approved standards for Laboratory Equipment, Reagents and Supplies. The standards will be the latest edition unless otherwise stated by the Purchaser or other if applicable. In case the Laboratory reagents/goods is not included in (the specified laboratory standards, but included in the Purchasers, national health Laboratory Reagents and Supplies list, the Purchaser should clearly indicate acceptable limits and the

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Supplier, upon award of the Contract, must provide the reference, standards and testing protocols to allow for quality control testing.

1.3 Not only the Laboratory item, but also packaging and labelling components (e.g., bottles, closures, and *labelling)* should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the United Republic of Tanzania. All packaging must be properly sealed and tamper-proof *and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the manufacturer's national Regulatory Authority (RA). The Purchaser should specify any additional special requirements.*

1.4 All labeling and packaging inserts shall be in the language requested by the Purchaser or English if not otherwise stated.

1.5 Goods requiring refrigeration or freezing *or those that should not fall below a certain minimum temperature for* stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.

1.6 Upon award, the successful Supplier shall, on demand, provide a translated version in the language of the bid of the prescriber's information for any specific goods the Purchaser may request.

2. Labelling Instructions

2.1 The label of the primary container for each laboratory reagent products shall meet international standard and include:

(a) the international non-proprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name;

(b) the active ingredient .

(c) the applicable reference standard;

(d) the Purchaser's logo and code number and any specific colour coding if required;

(e) content per pack;

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(f) instructions for use;

(g) special storage requirements;

(h) batch number;

(i) date of manufacture and date of expiry (in clear language, not code);

(j) name and address of manufacture; and

(k) any additional cautionary statement.

2.2 The outer case or carton should also display the above information.

3. Case Identification

3.1 All cases should prominently indicate the following:

(l) Purchaser's line and code numbers;

(m) the generic name of the product;

(n) date of manufacture and expiry (in clear language not code);

(o) batch number;

(p) quantity per case;

(q) special instructions for storage;

(r) name and address of manufacture; and

(s) any additional cautionary statements.

3.2 No case should contain pharmaceutical products from more than one batch.

4. Unique Identifiers

4.1 The Purchaser shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the *labels of the containers* used for packaging and in certain dosage forms, such as Liquids, strips, tablets, *and individual test kits* this will be in the Technical Specifications. The design *and detail will be clearly indicated at the time of biding, and confirmation of the design of such logo shall be provided to the Supplier at the time of contract award.*

5. Standards of Quality Control for Supply

5.1 The successful Supplier will be required to furnish to the Purchaser:

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(a) With each consignment, and for each item a WHO certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit, and other tests, as applicable to the Goods being supplied and the manufacturer's certificate of analysis;

(b) Assay methodology of any or all tests if requested;

(c) Evidence of bio-availability and/or bio-equivalence for certain critical Goods upon request. *This information would be supplied on a strictly confidential basis only; and*

(d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.

5.2 The Supplier will also be required to provide the Purchaser with access to its manufacturing facilities to aspect the compliance with the GMP requirements and quality control mechanisms.

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Technical Specification

VACCINES

1. Product Qualification Requirements

1.1 The goods to be purchased under this Invitation of bid must be produced under the control of a recognized, well-functioning National Control Authority (NCA) for biologicals which performs all six critical functions as defined by the World Health Organization (WHO).

(a) Licensing based on published set of requirements

(b) Surveillance of vaccine field performance

(c) System of lot release for vaccines

(d) Use of laboratory when needed

(e) Regular inspections for good manufacturing practices (GMP)

(f) Evaluation of the clinical performance

2. Product Specifications

The following information should be clearly indicated

2.1 Dosage form (e.g. oral or injectable, liquid or freeze dried with sterile diluents packed separately, etc)

2.2 Type (e.g. live attenuated, manufactured from purified inactivated, obtained from human plasma or manufactured using recombinant DNA technology etc

2.3 Administration (e.g. intended for intramuscular injection, etc,)

2.4 Description of intended use (e.g. immunization of newborn infants, etc)

2.5 Dosage size (if not restrictive) or expected immunogenic reaction (e.g. each dose shall contain that amount of HbsAg protein with micrograms/ml specified by the manufacturer for newborn dosage that when given as of part of a primary

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immunization series (3 doses) is capable of producing specific humoral antibody (anti HBs) at a level of at least 10 milli international units in >90 percent of recipients, etc)

2.6 Dose package (e.g. 5 infant dose stérile glass Vial, etc.)

2.7 Filling volume (e.g. final product should contain 15% overfill etc.)

2.8 Closures (e.g. vaccine vials shall be fitted with closures that conform to ISO standard 8362-2)

2.9 Storage temperature (e.g.2-8 degrees Celsius, don't freeze, or as appropriate, etc)

2.10 The product should remain stable up to the indicated test expiry date if kept according to the required storage temperature

2.11 Standards (e.g. The vaccine should conform to the standards established by the United Republic of Tanzania or where no standard has been given, meet the current requirements published by the WHO Expert committee on Biologicals Standardization or the requirements of an established body of equivalent stature such as US Pharmacopoeia, the British Pharmacopoeia, the French Pharmacopoeia, or the International Pharmacopoeia etc.).

3. Labelling Requirements

3.1 Each vial or ampoule shall carry the Manufacturers and Authorised Distributors standard label in the Swahili language at no extra charge; otherwise the label should be in English

3.2 Each vial or ampoule label shall state the following:

(a) name of the vaccine;

(b) name of the manufacturer;

(c) place of manufacture;

(d) lot number;

(e) composition;

(f) concentration;

(g) dose mode for administration;

(h) expiration date;

(i) storage temperature; and

(j) MSD Logo and/or any special marking on the

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vial/ampoule as specified in the schedule of requirements; and

(k) any other information that is appropriate.

3.3 All labelling shall withstand immersion in water and remain intact.

4. Packing Requirements

4.1 Inner boxes shall be made sturdy white cardboard outfitted with individual segments for protecting and separating each vial/ampoule

4.2 Each inner box shall contain Manufacture standard package inserts in the Swahili language at no extra charge; otherwise the label should be in English.

4.3 Over packing: the inner boxes must be over packed so that the vaccines remain refrigerated. The over packing must be suitable for extort handling and be in accordance with WHO Expanded Program on Immunization (EPI) guidelines on International Packaging and Shipping of vaccines including all measures needed to maintain required temperature for seventy two (72) hours. It must have adequate insulation and sufficient refrigerant to ensure that the warmest storage temperature of the vaccines does not rise above the designated when exposed to continuous outside temperature of +43 degrees Celsius not fall below that specified of -20 degrees Celsius during transit and for a period of 24 hours after arrival at airport destination. Additional cushioning shall be provided sufficient to protect the vials/ampoules from breakage during transit.

4.4 Exterior shipping cartons: Product and printed materials packaged as described above shall be packed in the weather resistant, triple wall corrugated fibreboard cartons with bursting strength of not less than 1,900 kPa. The overall dimension of the exterior shipping cartons should be such that the product does not become damaged during transportation and storage. No shipping carton should contain the vaccines from more than one lot.

4.5 Cold Chain monitor cards: Each insulated shipping container must include appropriate temperature monitoring devices in such a way that at least two suitable cold chain monitor cards shall be packed in each transportation case of vaccine. In addition, freeze watch indicators shall be included in each transport case.

5. Marking Requirements

5.1 All containers and invoices must bear the following information:

(a) the name of the vaccine;

(b) manufacture and expiration date

(c) appropriate storage temperature.

5.2 Inner boxes containing the vaccine vials or ampoules shall be marked with the following information in clearly legible manner:

(a) Generic name and trade name of the vaccine;

(b) Manufacturer's name and trade registered address;

(c) Manufacturer's national registration number;

(d) Lot or batch number;

(e) Composition and concentration;

(f) Number of vials/Ampoules contained in box;

(g) Expiration date (month and year in clear language, not code);

(h) Instructions for storage and handling; and

(i) Place of manufacture (Made in ____).

5.3 Exterior shipping cartons: The following information shall be labelled on the exterior cartons on two opposing sides in bold letter in waterproof ink in a clearly legible manner:

(a) Generic name and trade name of the vaccine

(b) Manufacturer’s name and trade registered address

(c) Manufacturer’s national registration number

(d) Lot or batch number

(e) Destination airport and routing

(f) Consignee name and address

(g) Consignee contact name and telephone number

(h) Number of vials / ampoules contained in a box

(i) Expiration date (in clear language not code)

(j) Instruction for storage and handling

(k) Gross weight of each carton (in Kg)

(l) Carton number ____ of _____

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(m) Contract number

(n) Place of Manufacture (made in___)

6. Quality Control for Supply

6.1 All goods must:

(a) meet the requirements of manufacturing legislation and regulation of vaccines in the country of origin;

(b) meet internationally recognized standards for safety, efficacy, and quality;

(c) conform to all the specifications and related documents contain herein;

(d) be fit for the purposes expressly made known to the Laboratory Reagents and Supplies Manufacturers and Authorised Distributors by the Purchaser;

(e) be free from defects in workmanship and materials; and

(f) be certified by a competent authority in the manufacturer's country according to resolution WHA 28-65(2), of the WHO release certificate.

6.2 The Laboratory Reagents and Supplies Manufacturers and Authorised Distributors will be required to furnish to the Purchaser with each consignment:

(a) A certificate of quality control and test results in conformity with the WHO release certificate;

(b) Assay methodology of any or all tests if required; and

(c) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.

6.3 Pre-shipment inspection and testing: The Laboratory Reagents and Supplies Manufacturers and Authorised Distributors will be required to provide the Purchaser or his representative with access to product as packaged for shipment at the seller’s factory and/or warehouse mutually agreeable time prior to shipment of the product:

(a) The purchaser may inspect and sample or cause to be sampled such product

(b) The purchaser may cause independent laboratory testing to be performed as deemed necessary to ensure that the Goods comply to prescribed

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requirements. The testing laboratory shall be the Purchaser's choice and suitably equipped and qualified to conduct quality control tests on biological products.

SECTION VIII: FORMS OF TENDER

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Table of Forms of Tender

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1. Form of Tender

Date: [*insert date of Tender*]

[*Purchaser specify: "IFT No.: [specify number]*"]

[*Insert: name of Contract*]

To: [***Purchaser****: insert Name and address of Purchaser]*

Dear Sir or Madam:

Having examined the Tendering Documents including Addenda Nos: *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Tendering Documents for the sum of *[total Tender Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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 Clause 17.1 of the Tender Data Sheet, 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors for any part of the contract – has not been declared ineligible by the Government of the United Republic 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**
…….. (*if none state "none*")	…….	……

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this [*insert number*] day of [*insert month*], [*insert year*]

Signed: _____

Date: _____

In the capacity of *[insert: **title or position**]*

Duly authorized to sign this Tender for and on behalf of *[insert: **name of Tenderer**]*

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2. **STANDARD POWER OF ATTORNEY**

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year*],
WE the undersigned [*insert name of the company/donor*] of *[insert address of the company/donor*], by virtue of authority conferred to us by the Board Resolution No..... of ..... day of ....[*insert year*], do hereby ordain nominate and appoint [*insert name of donee*] of [*insert address of the donee*] 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. *[insert tender number*] that is to say;

> To act for the company and do any other thing or things incidental for [*insert tender Number*] of *[insert description of procurement]* for the [*insert name of the procuring entity*];

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

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

SEALED with the common seal of the said *[[insert name of the company**]*** and delivered in the presence of us this *[insert date]* day of *[insert month] [insert year]*.

IN WITNESS whereof we have signed this deed on this *[insert date]* day of *[insert month] [insert year]* at *[insert region]* for and on behalf of *[insert name of the company]* ……

SEALED and **DELIVERED** by the
Common Seal of [*insert name of the donor/coy]*
This *[insert date, month and year*]

.....
DONOR

BEFORE ME:

.....
COMMISSIONER FOR OATHS

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ACKNOWLEDGEMENT

I [*insert name of donee*] doth hereby acknowledge and accept to be Attorney of the said [*insert name of the company/donor*] 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
[*insert name of donee*] Identified to me
by ***[insert name]***
The latter known to me personally
This *[insert date, month and year*],

.....
DONEE

BEFORE ME

.....
COMMISSIONER FOR OATHS

3. Price Schedule for Goods Offered from Abroad to be imported

(Group C Tenders)

Name of Tenderer _____. IFT Number _____. Page _____ of _____.

1	2	3	4	5	6		7	8	9	10	11	12	13
SN	Item code	Name	Unit pack Size	Currency	Unit prices		Total unit Price (C&F/CFR)	Name of manufacturer	Country Of Origin	Pharmacopoeial standard	TFDA Registration No.	Lead time (weeks)	Batch Capacity/Lot size
					(a)	(b)	[a+b]						
					unit price FOB or FCA port or place of loading	Freight							

Signed: _____

Dated: _____

_____

In the capacity of: [*insert:* ***title or other appropriate designation***]

4. Price Schedule for Domestic Goods Offered from within the United Republic of Tanzania

(Group A and Group B Tenders)

Name of Tenderer _____. IFT Number _____. Page _____ of _____.

1	2	3	4	5	6			7	8	9	10	11	12	13	14
SN	**Item code**	**Name**	**Unit pack Size**	**Currency**	**Unit prices**			**Total unit Price**	**Sales and other Taxes payable if contract is awarded**	**Name of manufacturer**	**Pharma-copoeial Standard**	**TFDA Registration No.**	**Lead time (weeks)**	**Local input in the cost as % Of ex-factory price in column 6[a]**	**Batch Capacity/Lot capacity**
					(a) Ex-factory Ex-warehouse Ex-showroom off the shelf	**(b) Inland transp. & other local costs incidental to delivery**	**(c) Other incidental costs as defined in the SCC**	**[a+b+c]**							

Note:

i) Column 6(b) is optional and it will be applicable only when required in accordance with ITT sub-Clause 15.6(a) (iii) and (iv) and the related provisions in the Tender Data Sheet.

Signed: _____

Dated: _____

In the capacity of: [*insert:* ***title or other appropriate designation***]

6. Letter of Acceptance

[*Letterhead paper of the Purchaser*]

[*date*]

To: *[name and address of the* Laboratory Reagents and Supplies *Manufacturers and Authorized Distributors]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We confirm that *[insert name proposed by Procuring Entity in the Tender Data Sheet]*,

Or

We accept that *[name proposed by Tenderer]* be appointed as the Adjudicator

Or

We do not accept that *[name proposed by Tenderer]* be appointed as adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 44.1 of the Instructions to Tenderers

You are hereby instructed to proceed with the execution of the said Contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

7. Form of Contract Agreement

THIS AGREEMENT made the _____ day of _____ 20_____ between *[name and address of Purchaser]* of Tanzania (hereinafter called "the Purchaser") of the one part and *[name of* Laboratory Reagents and Supplies *Manufacturers and Authorized Distributors]* of *[city and country of* Laboratory Reagents and Supplies *Manufacturers and Authorized Distributors]* (hereinafter called "the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors") of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and ancillary services, *viz.*, [*insert brief description of goods and services*] and has accepted a Tender by the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors for the supply of those goods and services in the sum of [*insert contract price in words and figures*] (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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, and each shall be read and construed As an integral part of the Contract:

(a) This Contract Agreement;

(b) Special Conditions of Contract;

(c) General Conditions of Contract;

(d) Technical Requirements (including Technical Specifications);

(e) The Laboratory Reagents and Supplies Manufacturer's Tender and original Price Schedules;

(f) The Purchaser's Notification of Award; and

(g) [*Add here: **any** other documents*]

3. In consideration of the payments to be made by the Purchaser to the Laboratory Reagents and Supplies MANUFACTURERS AND AUTHORISED DISTRIBUTORS as hereinafter Manufacturers and Authorized Distributors mentioned, the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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.

4. The Purchaser hereby covenants to pay the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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 accordance with their respective laws the day and year first above written.

For and on behalf of the Purchaser

Signed: _____
in the capacity of [*insert: title or other appropriate designation*]

In the presence of_____

For and on behalf of the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors

Signed: _____
in the capacity of [*insert:* ***title or other appropriate designation***]

in the presence of _____

SECTION IX: FORMS OF SECURITIES

1. Tender Security Form

Date: [*insert date*]

IFT: [*insert name and number of IFT*]
Contract: [*insert name and number of Contract*]

To: [*insert name and address of Purchaser*]

WHEREAS [*insert name of Tenderer* (hereinafter called "the Tenderer") has submitted its Tender dated [*insert date of Tender*] for the supply of *[name and/or description of the goods]* (hereinafter called "the Tender").

KNOW ALL PERSONS by these present that WE [*insert name of Financial Institution*] of *[name of country]*, having our registered office at *[address of Financial Institution]* (hereinafter called "the Bank"), are bound unto [*insert name of Purchaser*] (hereinafter called 'the Purchaser") in the sum of [*insert amount**]*, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [*insert number*] day of [*insert month*], [*insert year***].**

THE CONDITIONS of this obligation are the following:

1. If, after the Tender submission deadline, the Tenderer

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

   (c) disagreement to arithmetical correction made to the tender price; or

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

2. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including twenty eight (28) *after the period of Tender Validity*, and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed: _____

Date: _____

In the capacity of: _____
[*insert title or other appropriate designation*]

Common Seal of the Bank

[*Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]*

2. Tender-Securing Declaration

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*
Tender No.: *[insert number of Tendering process]*
Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time determined by the Authority, if we are in breach of our obligation(s) under the Tender conditions, because we:

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

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

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

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender.

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

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

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

Dated on _____ day of _____, _____ *[insert **date of signing**]*
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the Tender.]

3. Performance Security Bank Guarantee

(Unconditional)

Date: [insert*: date*]

IFT; [*insert: name or number of IFT]*

Contract: [*insert: name or number of Contract*]

To: [*insert name and address of Purchaser]*

Dear Sir or Madam:

WHEREAS *[name of* Laboratory Reagents and Supplies *Manufacturers and Authorized Distributors]* (hereinafter called "the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors") 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors' performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors 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]

4. Bank Guarantee Form for Advance Payment

Date: [*insert date*]

IFT: [*insert name and number of IFT*]

Contract*:* [*insert name and number of Contract]*

*To: [**insert name and address of Purchaser**]*

Dear Sir or Madam

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 18 of the General Conditions of Contract to provide for advance payment, *[name and address of* Laboratory Reagents and Supplies *Manufacturers and Authorized Distributors]* (hereinafter called "the Laboratory Reagents and Supplies Manufacturers and Authorized Distributors") 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors, 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 Laboratory Reagents and Supplies Manufacturers and Authorized Distributors under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

5. Manufacturer's Authorization Form

(Manufacturer's or Producer's letterhead)

To: [*insert name of the Purchaser*]

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers and Authorized Distributors of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a Tender, and subsequently negotiate and sign the Contract with you against IFT No. *[Reference of the Invitation to Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 17 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

_____

[signature for and on behalf of Manufacturer]

Note: *This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Tenderer in its Tender.*

6. Specimen Certificate of a Laboratory Reagents and Supplies Product

Certificate of a Laboratory Reagents and Supplies Product[2]

This certificate conforms to the format recommended by the World Health Organization *(general instructions and explanatory notes attached).*

No. of certificates:_____

Exporting (certifying) country: _____

Importing (requesting) country: _____

1. Name and dosage form of product:
_____

1.1 Active ingredients[3] and amount(s) per unit dose[4].
_____

_____
For complete qualitative composition including excipients, see attached[5].

1.2 Is this product licensed to be placed on the market for use in the exporting country?[6] Yes / no (*key in as appropriate*)

1.3 Is product actually on the market in the exporting country? yes/no/unknown *(key in as appropriate)*

If the answer to 1.2 is yes, continue with section 2A and omit section 2B.

If the answer to 1.2 is no, omit section 2A and continue with section 2B.[7]

2A. 1 Number of product license[8] and date of issue:
_____

2A.2 Product-license holder (name and address):
_____
_____

[2] This certificate, which is in the format recommended by WHO, establishes the status of the Laboratory Supplies product and of the applicant for the certificate in the exporting country. It is for a single product only since manufacturing arrangements and approved information for different dosage forms and different strengths can vary.

[3] Use, whenever possible, international non-proprietary names (INNs) or national non-proprietary names.

[4] The formula (complete composition) of the dosage form should be given on the certificate or be appended

[5] details of quantitative composition are preferred, but their provision is subject to the agreement of the product-license holder.

[6] When applicable, append details of any restriction applied to the sale, distribution, or administration of the product that is specified in the product license.

[7] Sections 2A and 2B are mutually exclusive

[8] Indicate, when applicable, if the license is provisional or if the product has not yet been approved.

_____

2A.3 Status of product-license holder:[9] a/b/c *(key in appropriate category as defined in note 8)*

2A.3.1 For categories b and c the name and address of the manufacturer producing the dosage form are: [10]

_____
_____
_____

2A.4 Is Summary Basis of Approval appended?[11] yes/no *(key in as appropriate)*
2A.5 Is the attached, officially approved product information complete and consonant with the license?[12] Yes/no/not provided *(key in as appropriate)*
2A.6 Applicant for certificate, if different from license holder (name and address):[13]
2B. I Applicant for certificate (name and address):
2B.2 Status of applicant: a/b/c *(key in appropriate category as defined in note 8)*
2B.2.1 For categories b and c the name and address of the manufacturer producing the dosage form are:[14]

_____
_____
_____

2B.3 Why is marketing authorization lacking?
not required/not requested/under consideration/refused (*key in as appropriate)*

2B.4 Remarks:[15]

---

[9] Specify whether the person responsible for placing the product on the market:
(a) manufactures the dosage form;
(b) packages and / or labels a dosage form manufactured by an independent company; or
(c) is involved in none of the above

[10] This information can be provided only with the consent of the product – license holder or, in the case of non-registered products, the applicant. Non-completion of this section indicates that the party concerned has not agreed to inclusion of this information. It should be noted that information concerning the site of production is part of the product license. If the production site is changed, the license must be updated or it will cease to be valid.

[11] This refers to the document, prepared by some national regulatory authorities, that summarizes the technical basis on which the product has been licensed.

[12] This refers to product information approved by the competent national regulatory authority, such as a Summary of Product Characteristics (SPC).

[13] In this circumstance, permission for issuing the certificate is required from the product-license holder. This permission must be provided to the authority by the applicant.

[14]

[15] Please indicate the reason that the applicant has provided for not requesting registration:
(a) The product has been developed exclusively for the treatment of conditions – particularly tropical diseases – not endemic in the country of export.
(b) The product has been reformulated with a view to improving its stability under tropical conditions.
(c) The product has been reformulated to exclude excipients not approved for use in Laboratory Supplies products in the country of import
(d) The product has been reformulated to meet a different maximum dosage limit for an active ingredient

i. Does the certifying authority arrange for periodic inspection of the manufacturing plant in which the dosage form is produced?

yes/no/not applicable[16] *(key in as appropriate)*
If no or not applicable proceed to question 4.

3.1 Periodicity of routine inspections (years): _____

3.2 Has the manufacture of this type of dosage form been inspected? yes/no (*key in as appropriate*)

3.3 Do the facilities and operations conform to GMP as recommended by the World Health Organization?[17]

yes/no/not applicable[18] (*key in as appropriate)*

ii. Does the information submitted by the applicant satisfy the certifying authority on all aspects of the manufacture of the product? [24]

yes/no (key *in as appropriate)*

If no, explain: _____

Address of certifying authority: _____

Telephone number: _____ Fax number: _____

Name of authorized person:
_____

Signature:
_____

Stamp and date:

(e) Any other reason, please specify.

[16] Not applicable means that the manufacture is taking place in a country other than that issuing the product certificate and inspection is conducted under the aegis of the country of manufacture.

[17] The requirements for good practices in the manufacture and quality control of drugs referred to in the certificate are those included in the thirty-second report of the Expert Committee on specifications for Laboratory Supplies Preparations (WHO Technical Report Series, No. 823, 1992, annex 1). Recommendations specifically applicable to biological products have been formulated by the WHO Expert Committee on Biological Standardization (WHO Technical Report Series, No. 822, 1992, Annex 1).

[18] This section is to be completed when the product – license holder or applicant conforms to status (b) or (c) as described in note 7 above. It is of particular importance when foreign contractors are involved in the manufacture of the product. In these circumstances the applicant should supply the certifying authority with information to identify the contracting parties responsible for each stage of manufacture of the finished dosage form, and the extent and nature of any controls exercised over each of these parties.

The layout for this Model Certificate is available on diskette in Word Perfect from the Division of Drug Management and Policies, World Health Organization, 1211 Geneva 27, Switzerland.

General instructions

Please refer to the guidelines for full instructions on how to complete this form and information on the implementation of the Scheme.

The forms are suitable for generation by computer. They should always be submitted as hard copy, with responses printed in type rather than handwritten.

Additional sheets should be appended, as necessary, to accommodate remarks and explanations.

SECTION X: FORMS OF INTEGRITY

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

(Made under Regulation 78 (2) of GN 446 of 2013

Each tenderer must Submit a statement, as part of the tender documents, in either of the formats in this section.

MEMORANDUM (Format 1)

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

This company _____*(name of company)* 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 Laboratory Reagents and Supplies Manufacturer's. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached

Authorized Signature:_____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

MEMORANDUM (Format 2)

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

This company _____*(name of company)* 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 Laboratory Reagents and Supplies Manufacturer's')"

Authorized Signature:_____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address:_____

ESTIMATED QUANTITIES FOR TWO YEARS

S/No.	Item code	Item description	Unit pack	Qty
1	40060004MD	URINALYSIS STRIPS (MULTISTICS)	100pcs	69,000
2	40100002MD	BLOOD BAG SINGLE 450ML	5pcs	31,591
3	40100005MD	BLOOD BAG DOUBLE 450ML	5pcs	22,503
4	40100001MD	BLOOD BAG SINGLE 250ML	5pcs	32,647
5	40100014MD	STOOL SPECIMEN CONTAINER PLASTICS- DISPOSABLE	Each	793,915
6	40100083MD	URINE SPECIMEN COLLECTION CONTAINER WITH WIDE MOUTH AND SCREW CAPPED (60mls)	Each	651,532
7	40100002MD	APPLICATOR STICK WOOD	100pcs	30,641
8	40090047MD	OIL FOR MICROSCOPE (OIL IMMERSION)	25ml	7,327
9	40070012MD	WIDAL REAGENT	1kt	7,849
10	40010081MD	A- B- O- D- BLOOD GROUPING REAGENTS- KIT OF FOUR	1kt	10,596
11	40070008MD	RAPID TEST KIT FOR SYPHILIS (SD BIOLINE 3.0)	Kt30	32,394
12	40810185MD	GIEMSA STAIN SOLUTIONS 250Mls	1bt	1,000
13	40810015MD	GIEMSA STAIN	25g	1,511
14	40090075MD	PETRI DISHES+COVER DISPOSABLE 20MLS(85MM)	10pc	3,622
15	40070100MD	HEPATITIS C RAPID TEST STRIPS (HCV)	Kt25	19,995
16	40070101MD	HEPATITIS B RAPID TEST STRIPS (HBV)	Kt25	22,802
17	30010001MD	FILM X-RAY 24 CM X 18(GREEN SENSITIVE)	100pc	1,745
18	30020012MD	FILM X-RAY 30CM X 24CM (GREEN SENSITIVE)	100pc	1,808
19	30020002MD	AUTOMATIC X-RAY FIXER	20l	757
20	30020001MD	AUTOMATIC DEVELOPER	40l	777
21	30020013MD	FILM E-RAY 40CM X 30CM (GREEN SENSITIVE)	100pc	1,176
22	40100005MD	CENTRIFUGE (For 8X15 Mls Tubes) Electrical Operated	Each	98
23	30020014MD	FILM X-RAY 43CM X18CM (GREEN SENSITIVE)	100pc	2,586
24	40060081MD	GLUCOSE IN BLOOD REAGENT STRIP(GLUCOSTIX)	50pc	7,810
25	30010002MD	FILM X-RAY 35 CM X 35(GREEN SENSITIVE)	100pc	2,260
26	30020015MD	FILM X-RAY 43CM X 35CM (GREEN SENSITIVE)	100pc	1,887

S/No.	Item code	Item description	Unit pack	Qty
28	99999999MD	GASTRORAFIN	Pack	436
28	99999999MD	IOPOMIDOL	Pack	390
29	99999999MD	THERMAL PAPERS	Roll	1,200
30	99999999MD	GEAL FOAM	Each	630
31	99999999MD	BAMBOO STICKS	Each	550
32	99999999MD	NORMAL SALINE SOLUTION	1 Litre	430
33	99999999MD	GROSSING BOARD	Each	60
34	99999999MD	GROSSING KNIVES	P/10	50
35	99999999MD	SCALPEL HANDLE	Each	50
36	99999999MD	MICROTOME BRUSH	Each	300
37	99999999MD	CYBOW URINE ANALYSIS STRIPS READER	Each	200
38	99999999MD	LIPID CONTROL NORMAL	1 Pack	200
39	99999999MD	HOMOCYSTEINE	Kit	300
40	99999999MD	MICRO ALBUMIN	Kit	400
	D6-LOT	**THE BELOW ITEMS MUST BE TENDERED AS A LOT.**		
41	99999999MD	DYMIND DH 76 Lyse -LyA 3 (1LT)	Each	300
42	99999999MD	DYMIND DH 76 Lyse - LyA – 2 (500ml)	Each	300
43	99999999MD	DYMIND DH 76 Lyse - LyA 1 (500ml)	Each	200
44	99999999MD	DYMIND DH76 Diluents – A (20LT)	Each	300
45	99999999MD	DYMIND CLE-P Cleaner - 50ml (1Btl)	Each	150