

# THE UNITED REPUBLIC OF TANZANIA MINISTRY OF HEALTH MEDICAL STORES DEPARTMENT



## REQUEST FOR TENDER

**FOR** 

#### SUPPLY OF HEALTH SECTOR GOODS UNDER FRAMEWORK AGREEMENT

TENDER NO.: FA/2023/2024/TR177/G/122

**FOR** 

**Supply of Medical Supplies From Manufacturers under Framework Agreement** 

02/07/2024

#### LIST OF ABBREVIATIONS

AO Accounting Officer

Cap Chapter

FY Financial Year

GCC General Conditions of Contract
ICT International Competitive Tendering

IFT Invitation for Tenders
ITT Instruction to Tenderers

JV Joint Venture

JVCA Joint Venture, Consortium, or Association

NCT National Competitive Tendering

NeST National e-Procurement System of Tanzania

OAG Office of the Attorney General

PE Procuring Entity

PPAA Public Procurement Appeals Authority
PPRA Public Procurement Regulatory Authority

SBD Standard Bidding Document
SCC Special Conditions of Contract
STD Standard Tender Document

TDS Tender Data Sheet





## THE UNITED REPUBLIC OF TANZANIA MINISTRY OF HEALTH MEDICAL STORES DEPARTMENT



#### **Tender No.** FA/2023/2024/TR177/G/122

#### **FOR**

Supply of Medical Supplies From Manufacturers under Framework Agreement

02/07/2024

- 1. The Government of Tanzania has set aside funds for the operation of the MEDICAL STORES DEPARTMENT during the financial year2023/2024. It is intended that part of the proceeds of the fund will be used to cover eligible payments under the contract for the Supply of Medical Supplies From Manufacturers under Framework Agreement.
- 2. The MEDICAL STORES DEPARTMENT now invites tenders from eligible all eligible tenderers for Supply of Medical Supplies From Manufacturers under Framework Agreement.
- 3. Tendering will be conducted through the Restricted International Competitive Tendering method specified in the Public Procurement Act, Cap 410 and is open to specified in paragraph 3 of this IFT.
- 4. A complete set of tendering document(s) in English may be accessed through NeST.
- 5. Tenderers are required to register on the National electronic Procurement System of Tanzania (NeST) and pay tender participation fee as indicated in the NeST to be able to participate in this tendering process.
- 6. All tenders must be accompanied by a Tender Securing Declaration in the form provided in the tendering document.
- 7. All tenders must be appropriately filled in and submitted through NeST at or before 23/07/2024 and 2:00 PM. Tenders will be opened promptly thereafter through NeST. Tender opening details will be available to the public through NeST.
- 8.Tenders not received through NeST shall not be accepted for evaluation irrespective of the circumstances.
- 9. The successful supplier with a Framework agreement will be issued a Call-off Contract through a process defined in the Framework Agreement. However, the conclusion of a Framework Agreement shall not impose any obligation on PE to procure goods under a Call-off Contract.
- 10. The Framework Agreements shall be concluded for a term of 1095 days. PE may invite new bidders anytime when the need arises.

#### **Director General**

P.O.BOX 9081, DAR ES SALAAM



## A. Introduction

SN	ITT	ITT Clause	ITT Clause Description
1.	Scope of Tender and Tendering Method	1.1	The Procuring Entity (PE), as specified in the Tender Data Sheet (TDS) and in the Special Conditions of Contract (SCC), invites tenders for the supply of Goods specified in the <b>TDS</b> which may include pharmaceuticals, medical equipment and supplies, Laboratory Equipment and reagents, Diagnostic and medical imaging or nutritional supplements as specified in Section VII- Schedule of Requirements under a Framework Agreement arrangement.  The successful Tenderer will be expected to supply the goods within the period stated in the <b>TDS</b> from the start date specified in the <b>TDS</b> . The Contract duration shall be as specified in the <b>TDS</b> .
		1.2	Tendering will be conducted through the method of procurement indicated in <b>TDS</b> and is open to all Tenderers who meet the eligibility criteria stated in Instructions to Tender (ITT) 3 [Eligible Tenderers].
		1.3	Unless otherwise stated, throughout this bidding document definitions and interpretations shall be as prescribed in General Conditions of Contract (GCC).
2.	Source of Funds	2.1	The Government of the United Republic of Tanzania has set aside sufficient funds for the operations of the Procuring Entity named in the <b>TDS</b> during the Financial Year indicated in the <b>TDS</b> . 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 related goods and or services as described in the <b>TDS</b> .  Or  The Government of the United Republic of Tanzania through the Procuring Entity named in the <b>TDS</b> has received/has applied for/intends to apply for a [loan/credit/grant] from the financing institution named in the <b>TDS</b> towards the cost of the project described in the <b>TDS</b> , and it intends to apply part of the proceeds of this [loan/credit/grant] to payments under the contract described in the <b>TDS</b> .
		2.2	Payments will be made directly by the Procuring Entity (or by financing institution specified in the <b>TDS</b> upon request of the Procuring Entity to so pay) for each call-off order 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	The Invitation for tenders (IFT) is open to all tenderers except where specified in the TDS. A Tenderer may be natural persons, companies or firms, or public or semi- public agencies of Tanzania and foreign countries, subject to ITT 3.5 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 (hereinafter referred as JVCA).
		3.2	In the case of a JVCA, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JVCA shall nominate a Lead Member as specified in the <b>TDS</b> , who shall have the authority to conduct all business for and on behalf of any and all the members of the JVCA during the tendering process and, in the event the JVCA is awarded the Contract, during contract execution. Unless specified in the <b>TDS</b> , there is no limit on the number of members in a JVCA.
		3.3	The appointment of a Lead Member in the JVCA shall be confirmed by submission of a valid Power of Attorney to the PE  Any agreement that forms a JVCA shall be required to be submitted as part
		3.5	of the tender and shall be attested.  Any Tender from a JVCA 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 PE.
		3.6	National Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Tanzania. Foreign

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		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 Supplier in Tanzania before signing the contract.
	3.7	A Tenderer shall not have a conflict of interest. All Tenderers found to have a 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 PE to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the supplies and services to be purchased under this Invitation for Tenders; or 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 PE 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 supplies and services and related services that are the subject of the tender.
	3.8	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 the 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 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; and (f) the tenderer is from ineligible country as specified in Section VI of the tendering document.
	3.9	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 the relevant
	3.10	registration boards or authorities.  Tenderers shall provide to the PE evidence of their eligibility, proof of compliance with the necessary legal, technical and financial requirements
	3.11	and their capability and, adequacy of resources to carry out the contract effectively.  Tenderer shall provide such evidence of their continued eligibility
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	1	Ī	satisfactory to the PE, as the PE shall reasonably request.
		3.12	Tenderers shall submit proposals to relating to the nature, conditions and
		3.12	modalities of sub-contracting wherever the sub-contracting of any elements
			of the contract amounting to the more than ten percent (10%) of the tender
			price is envisaged.
4.	Eligible Goods	4.1	All goods and Related Services to be supplied under the Contract shall
"	and Related	7.1	have their country of origin in eligible source countries in accordance with
	Services		the Public Procurement Regulations, 2013. For purposes of this Tender,
	Bervices		ineligible countries are stated in the <b>TDS</b> .
		4.2	For the purposes of this Clause, the term "goods" includes
		1.2	Health commodities, raw materials, machinery, equipment and
			Biomedical plants, and "related services" includes services such as
			insurance, installation, training and initial Maintenance.
		4.3	The term "country of origin" means the country where the goods have been
		1.3	mined, grown, cultivated, produced, manufactured, or processed, or
			through manufacture, processing, or assembly, another commercially
			recognised 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
			goods and related services shall not determine their origin.
		4.5	To establish the eligibility of the goods and Related Services, Tenderers
			shall fill the country of origin declarations in the Price Schedule included
			in the Forms of Tender.
		4.6	If so required in the <b>TDS</b> , the Tenderer shall demonstrate that it has been
			duly authorized by the Manufacturer of the goods to supply, in the United
			Republic of Tanzania, the Supplies indicated in its Tender.
5.	One Tender	5.1	A firm shall submit only one Tender, in the same tendering process, either
	per Tenderer		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 tenders in which the Tenderer has
			participated to be disqualified.
		5.5	If it is so specified in <b>TDS</b> Tenderers are invited to tender their prices for
			one or more items. The Framework Agreements (FWA) may be concluded
			with more than one tenderer for one item/lot/package. Incase FWA is
			concluded with multiple awards, the first ranked lowest evaluated bidder
			will be considered first for each call off order issued, and when the first
			ranked lowest evaluated bidder fails to comply with the agreed delivery
			schedule, the purchaser reserves the right to issue call off order to the next
			ranked bidder consecutively.
6.	Cost of	6.1	The Tenderer shall bear all costs associated with the preparation and
	Tendering		submission of its tender, and the PE will in no case be responsible or liable
			for those costs, regardless of the conduct or outcome of the tendering
			process except where the PE is ordered by the Public Procurement Appeals
	i	1	I Authority (DDAA) to companyate the Tenderer following a successful
			Authority (PPAA) to compensate the Tenderer following a successful Tenderer's appeal of the procurement proceedings.

## **B.** Tender Documents

	1	1	D. Tender 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 9.2 [Amendment of Tendering Documents] include:  PART 1: TENDERING PROCEDURES  Section II - Instructions to Tenderers (ITT).  Section III - Tender Data Sheet (TDS).  Section IV— Qualification and Evaluation Criteria.  Section V - Tendering Forms.  Section VI - Eligible Countries.  PART 2: PROCURING ENTITY'S REQUIREMENTS  Section VII— Schedule of Requirements  PART 3: CONDITIONS OF CONTRACT AND CONTRACT  FORMS
		7.0	Section VIII - General Conditions of Contract (GCC). Section IX - Special Conditions of Contract (SCC). Section X - Contract Forms.
		7.2	The "Invitation for Tenders" (Section I) issued by the PE is not part of the Tendering Documents and is included as a reference only. In case of discrepancies between the Invitation for Tender and the Tendering Documents listed in ITT 7.1 above, the said Tendering Documents will take precedence.
		7.3	The PE is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from NeST.
		7.4	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 may notify the PE through NeST at least seven (7) days for open competitive methods and three (3) days in the case of other tendering methods prior to tender submission deadline.
		8.2	The PE will within one (1) to three (3) days after receiving the request for clarification for non-competitive tendering methods and open competitive methods respectively respond and publish through NeST.
		8.3	Should the PE deem it necessary to amend the Tendering documents as a result of a clarification, it shall do so following the procedure under ITT 9 [Amendment of Tendering Documents].
		8.4	PE's response shall include a description of the inquiry without identifying its source.
9.	Amendment of Tendering Documents	9.1	Before the deadline for submission of Tenders, the PE, for any reason, whether at its own initiative or in response to a 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 Tendering documents pursuant to ITT 7.1 [Content of Tendering Documents] and shall be communicated through NeST to the participating Tenderers.
		9.3	In order to allow prospective Tenderers reasonable time to take into-account an addendum in preparing their tenders, the PE at its discretion may extend the deadline for submission of tenders, pursuant to ITT 22.2 [Deadline for Submission of Tenders].

C. Preparation of Tender

correspondence and documents relating to the tender exchanged by the Tenderer and the PE, shall be written the language specified in the TDS. Supporting docume and printed literature furnished by the Tenderer may be another language provided they are accompanied by an accurant translation of the relevant passages in the Language of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern the Language of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern following components:  a) Form of Tender and a Price Schedule completed per 14 [Form of Tender], ITT 16 [Tender Prices and Discounts], and TTT 17 [Tender Currencies]; b) Sample(s) as requested in the TDS; c) Documentary evidence established by ITT 13 [Documents Establishing Eligibility and Qualification on the Tenderer] that the Tenderer is eligible to Tender an qualified to perform the contract if its Tender is accepted by the Tender is accepted by the Tender is accepted by Documentary evidence established by ITT 13. (Soly the Tender has been authorized by the manufacturer to supply the goods to the United Republic of Tanzunis, where required and where the supplier is not the manufacturer of those goods. In the case of a Tenderer offering to supply Goods under the Contract that the Tenderer is north to the Contract that the Tenderer is incorporated in the country of manufacture at the Goods. (ii) has manufactured and marketed the specific Goods covered by this tendering document, for at least two (Soly (iii)) has received a satisfactory GMF inspection certific in line with the WINQ certification scheme on pharmaceuticals Inspection Convention (PIC) and has demonstrated compliance with the quality standards of the past two years before Tender submission, (ii) that, it he case of a Tenderer offering to supply the Goods in the Purchaser's circinal under to supply the Goods in the Purchaser's contract without the following additional information (2), copies of its audice	- 10		. Freparau	
following components: a) Form of Tender and a Price Schedule completed per 14 (Form of Tender and a Price Schedule completed per 14 (Form of Tender) and a Price Schedule completed per 14 (Form of Tender). TIT 16 (Tender Prices and Discounts), and ITT 17 (Tender Currencies); b) Samplets) as requested in the TDS; c) Documentary evidence established by ITT 13. [Documents Establishing Eligibility and Qualification of the Tenderer is eligible to Tender an qualified to perform the contract if its Tender is accepted. Obcumentary evidence established by ITT 13.3(a) the Tender has been authorized by the manufacturer to supply the goods to the United Republic of Tarania, where required and where the supplier is not the manufacturer of those goods. 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) that the Tenderer is incorporated in the country of manufacture the Good, then:(i) has been licensed by the Goods. (ii) has manufacture of understead the specific Goods covered by this tendering document, for at least (2) years, and for similar Goods for at least five (3) yes (iii) has received a satisfactory GMP inspection certific in line with the WHO certification scheme on pharmaceuticals moving in International Commerce for 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 Pharmaceuticals Inspection Convention (PIC) and has demonstrated compliance with the quality standards du the past two years before Tender submission. (ii) that, it the case of a Tenderer offering to supply its standards du the past two years before Tender submission. (iii) that, it the case of a Tenderer offering to supply contracts conducted within the last five years: c) Documentary evidence established by ITT12  [Documents Establishing the follows in the Purchaser's Country; shall also submit the following additional information:	10.	Language of Tender	10.1	exchanged by the Tenderer and the PE, shall be written in the language specified in the TDS. 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 of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern.
				following components: a) Form of Tender and a Price Schedule completed per ITT 14 [Form of Tender], ITT 16 [Tender Prices and Discounts], and ITT 17 [Tender Currencies]; b) Sample(s) as requested in the TDS; c) Documentary evidence established by ITT 13 [Documents Establishing Eligibility and Qualification of the Tenderer] that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted; d) Documentary evidence established by ITT 13.3(a) that the Tender has been authorized by the manufacturer to supply the goods to the United Republic of Tanzania, where required and where the supplier is not the manufacturer of those goods. 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) that the Tenderer: is incorporated in the country of manufacture of the Good, then:(i) has been licensed by the regulatory authority in the country of manufacture to supply the Goods. (ii) 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 five (5) years. (iii) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals 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 Pharmaceuticals Inspection Convention (PIC) and has demonstrated compliance with the quality standards during the past two years before Tender submission. (ii) that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce: Likewise if tenderer (ii) has been duly authorized by a manufacturer of the Goods that meets the criteria under to supply the Goods in the Purchaser's Country; shall also submit the following additional information: (a). copies of its a

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		11.2	signatory of the Tender to commit the Tenderer, by ITT20.2 [Format and Signing of Tenders] except for Sole Proprietor; and h) Tenderers who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they can supply the specified quantities. A "primary manufacturer" is defined as a company that performs all the manufacturing and formulating operations needed to produce health commodities but not limited to Pharmaceuticals, medical equipment, and supplies, Laboratory Equipment and reagents, Diagnostic and medical imaging or nutritional supplements in their appropriate dosage forms or models, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Tenderer shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the Goods offered.  (i) Any other document, other than the documents under ITT11.1 (a) – (h) above, is required to be completed and submitted by Tenderers, as specified in the TDS.  Where a sample(s) is required by a PE, the sample shall be:  (a) Physically submitted as part of the tender, in the quantities, sizes, and other details requested in the IFT; (b) carriage paid.  (c) received on, or before, the closing time and date for the submission of tenders and at the address shown in the TDS; and (d) Evaluated to determine compliance with all
		11.3	characteristics listed in the <b>TDS</b> .  The PE shall reject the tender if the sample(s) does not conform to all characteristics prescribed in the tendering documents and are not submitted within a specified time;
			and shall retain the sample(s) of the successful tenderer.
		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 PE shall not be returned to a tenderer nor shall a PE be liable for the cost of making them.
		11.6	All samples produced from materials belonging to an unsuccessful tenderer that are not claimed by the tenderer within thirty (30) days from the date of award of the contract shall be the property of the PE 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	Under ITT 11 [Documents and Sample(s) Constituting the Tender], 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 PE'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 TDS.  Unless the TDS stipulates otherwise, the Goods to be supplied 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.  Application for Registration of goods shall not be considered as Evidence establishing to the PE's as
			evidence of registration of goods. Registration requirements for local and foreign suppliers shall be specified in <b>TDS</b> .
		12.5	For purposes of the commentary to be furnished under ITT 12.3(b) above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalog numbers designated by the PE in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalog numbers in its Tender, provided that it demonstrates to the PE'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 in the language of the tender specified in ITT 10 [Language of Tender]. In case any other language than the language of tender is used, the pertinent translation into that language of tender shall be attached to the original version.
13.	Documents Establishing Eligibility and Qualifications of the Tenderer	13.1	Under ITT 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 PE's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT 4.
		13.3	The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the PE's satisfaction:  a. that, in the case of a Tenderer offering to supply Goods under the Contract that the Tenderer does not manufacture or otherwise produce, i. that the Tenderer has been duly authorized by a manufacturer of the Goods that meets the criteria under (a) above to supply the goods in the Purchaser's Country; and The Tenderer shall also submit the following additional information: a. copies of its audited financial statements for the past

		13.4	three fiscal years; b. list of major supply contracts conducted within the last five years. c. The Tenderer meets each of the qualification criteria specified in Section IV [Qualification and Evaluation Criteria]
			the registration process from Regulators at the address specified in the TDS
14.	Form of Tender and Price Schedules	14.1	The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section V, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3 [Format and Signing of Tender]. All blank spaces shall be filled in with the information requested.
15.	Tender Prices and Discounts	15.1	The prices and discounts quoted by the Tenderer in the Form of Tender and 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 price to be quoted in the Form of Tender, by ITT 14.1 shall be the total price of the tender, based on the estimated
		15.4	quantities specified, including any discounts offered.  The Tenderer shall quote any unconditional and conditional discounts and the methodology for their application in the Form of Tender, by ITT 15.8
		15.5	The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified in the <b>TDS</b> .
		15.6	Prices quoted on the Price Schedule for goods and Related Services, shall be disaggregated, when appropriate as indicated in this ITT. This dis-aggregation shall be solely to facilitate the comparison of tender by the PE. This shall not in any way limit the PE's right to contract on any of the terms offered: In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country, by Section V, Eligible Countries.  Similarly, the Tenderer may obtain insurance services from any eligible country by Section VI, Eligible Countries. Prices shall be entered in the following manner:  a) for Goods manufactured in the United Republic of Tanzania:  i) the price of the Goods quoted EXW (ex-works, exfactory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

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		ii) any sales tax and other taxes which will be payable on
		the Goods if the Contract is awarded to the Tenderer; and
		iii) the price for inland transportation, insurance, and other
		local services required to convey the Goods to their final
		destination (Project Site) specified in the <b>TDS</b> .
		b) for Goods manufactured outside the United Republic of
		Tanzania, to be imported:
		i) the price of the Goods, under quoted Incoterm named
		place of destination, in the Purchaser's Country, as
		•
		specified in the <b>TDS</b> ; and
		ii) the price for inland transportation, insurance, and other
		local services required to convey the Goods from the
		named place of destination to their final destination
		(Project Site) specified in the <b>TDS</b> ;
		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 customs duties and other
		import taxes already paid or to be paid on the Goods
		• • • • • • • • • • • • • • • • • • • •
		already imported;
		ii) the customs 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 sales and other taxes which will be payable on the
		Goods if the Contract is awarded to the Tenderer; 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 destination
		•
		(Project Site) specified in the <b>TDS</b> .
		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: the price of
		each item comprising the Related Services (inclusive of
		any applicable taxes).
	15.7	Prices quoted by the Tenderer shall be fixed during the
	13.7	
		Tenderer's performance of the Contract and not subject to
		variation on any account unless otherwise specified in the
		<b>TDS</b> . A tender submitted with an adjustable price
		quotation shall be treated as non-responsive and shall be
		rejected, under ITT 28. However, if by the <b>TDS</b> , prices
		quoted by the Tenderer shall be subject to adjustment
		during the performance of the Contract, a tender submitted
		with a fixed price quotation shall not be rejected, but the
		price adjustment shall be treated as zero.
	15.8	If so indicated in <b>TDS</b> , tenders are being invited for
	13.0	individual items, lots, or for any combination of contract
		packages. Unless otherwise specified in the <b>TDS</b> , prices
		quoted shall correspond to 100% of the items specified for
		each lot and to 100% of the quantities specified for each
		item of a lot. 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 to individual Contracts within the
		package. Price reductions or discounts shall be submitted
		by ITT 15.4, provided the tenders for each item or lot are
		submitted and opened at the same time.
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	15.9	In the case of National, International, and Restricted
	15.9	In the case of National, International, and Restricted Competitive Tendering on Fixed Budget Method, the
	15.9	In the case of National, International, and Restricted

			budget indicated in the <b>TDS</b> . Any Tenderer whose Tender
			Price exceeds the provided budget shall be rejected.
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 <b>TDS</b> .
			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
		160	more than three foreign currencies.
		16.2	The rates of exchange to be used by the Tenderer in
			arriving at the local currency shall be the selling rates for similar transactions established by the Bank of Tanzania
			(BOT) prevailing on the tender publication date.
		16.3	Unless otherwise specified in the <b>TDS</b> , local
			transportation, insurance, and other services incidental to
			delivery of the goods covered under ITT 16.1 and
			installation services covered under ITT 16.3 shall be
			quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred and
			by the provisions of ITT 16.1 (a) and (b) above.
		16.4	Tenderers may be required by the PE to clarify their
			foreign currency requirements and to substantiate that the
			amounts included in the Lump Sum and the Special
			Conditions of Contract are reasonable and responsive to ITT 16.1.
17.	Tender Validity Period	17.1	Tenders shall remain valid for the period specified in the
			TDS after the date of the tender submission deadline
			prescribed by the PE under ITT 22. A tender valid for a shorter period shall be rejected by the PE as non-
			responsive.
		17.2	In exceptional circumstances, before expiry of the original
			Tender validity period, the PE may request that the
			Tenderers consent to an extension of the period of validity of their Tenders. The request and the Tenderer's responses
			shall be made through NeST.
		17.3	The Tender Security provided under ITT 19 [Tender
			Security or Tender Securing Declaration] 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.
		17.4	A Tenderer agreeing to the request will not be required or
			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 19 [Tender Security or Tender Securing Declaration]in all respects.
		17.5	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 may be
10	T. 1. 0	10.1	adjusted by a factor specified in the request for extension.
18.	Tender Security or	18.1	Under ITT 11, unless otherwise specified in the <b>TDS</b> , the
	•		Tenderer shall furnish as part of its Tender a Tender
	Tender Securing Declaration		Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency
	•		Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the <b>TDS</b> or Tender Securing Declaration as

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	8.2	The Tender Security or Tender Securing Declaration is
		required to protect the PE against the risk of Tenderer's
		conduct which would warrant the security's forfeiture,
		under ITT 18.9.
	8.3	The Tender Security shall be denominated in the currency
		of the tender or another freely convertible currency, and
		shall be 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 PE 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;
		b) a cashier's or certified cheque; or
	0.4	c) another security if indicated in the <b>TDS</b> .
	8.4	The Tender Security or Tender Securing Declaration of a
		Joint Venture must be in the name of the Joint Venture that
		submits the bid. If the Joint Venture has not been legally
		constituted at the time of tendering, the Tender Security or
		Tender Securing Declaration shall be in the names of all
		future partners as named in the letter of intent.
	8.5	The Tender Security or Tender Securing Declaration shall
		be by the Form of the Tender Security or Tender Securing
		Declaration included in Section VIII or another form
		approved by the PE before the tender submission.
	8.6	Any Tender not accompanied by a Tender Security or
		Tender Securing Declaration by ITTs 18.1 or 18.3 shall be
		rejected by the PE as non-responsive, under ITT 29.
	8.7	Unsuccessful Tenderers' Tender Security will be
		discharged or returned as promptly as possible but not later
		than thirty (30) days after the expiration of the period of
		Tender Validity prescribed by the PE under ITT 18.
	8.8	The successful Tenderer's Tender Security will be
		discharged upon the Tenderer signing the contract, under
		ITT 41, and furnishing the performance security, under
		ITT 42.
	8.9	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 Form of Tender
		except as provided for in ITT 17.2; or
		ii) does not accept the correction of errors under ITT 30.3;
		or
		b) In the case of a successful Tenderer, if the Tenderer
		fails:
		i) to sign the contract by ITT 41; or
		ii) to furnish performance security by ITT 42.
	8.10	A Tenderer shall be suspended from being eligible for
	0.10	tendering in any contract with the PE for the period
		indicated in the Tender Security or Tender Securing
		Declaration:
		(a) if the Tenderer withdraws its bid, except as provided in
		ITT 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
	0 11	(ii) furnish the required performance security
	8.11	The failure of a Tenderer to abide by the terms of the

			Tender Securing Declaration shall be reported to the Public Procurement Authority (PPRA) for debarment for a period which they shall determine. A Tenderer debarred by PPRA shall be ineligible to participate in public procurement during the period of debarment.
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 technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered unless specifically allowed for in the <b>TDS</b> . If so allowed, ITT 19.2 shall prevail.
		19.2	When an alternative schedule for the delivery of goods is explicitly invited, a statement of that effect will be included in the <b>TDS</b> as will the method for evaluating the different schedules for delivery of goods.
		19.3	If so allowed in the <b>TDS</b> , 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 PE, including specifications, breakdown of prices, and other relevant details.
20.	Format and Signing of Tender	20.1	The Tenderer shall prepare documents comprising the tender as described in ITT 11 [Documents and Sample(s) Constituting the Tender].
		20.2	The Tender shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer and the authorization documents shall be submitted together with the tender indicating the names and position of each signatory in accordance with the requirements of the NeST. The authorization document(s) shall be a duly notarized power of attorney in the format provided in section V; Tendering forms.
		20.3	The Tenderer shall furnish information as described in the Form of Tenderer 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**

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21.	Submission of Tenders	21.1	All tenders shall be submitted through the National Electronic Procurement System of Tanzania (NeST) Tenders submitted through NeST shall be considered to be a true and legal version, duly authorized and duly executed by the tenderer, and intended to have binding legal effect. The tenderer shall properly name his soft copies of documents before submission through NeST.
		21.2	The tender shall bear e-signature or digital signatures, where applicable for identity and authentication purposes and the identity of the tenderer may be verified with a follow-up due diligence process.
		21.3	Tenders submitted through NeST shall be received in full prior to the closing time and the tenderers shall receive an acknowledgment of receipt of their tenders or amendment through the system.
		21.4	The authenticity of their submission; and in the case of electronic records entered online and files containing the tender being Unreadable for any reason, the tender submitted shall not be considered.
		21.5	In addition, if required in accordance with ITT11 [Documents and Sample(s) Constituting the Tender], the Tenderer shall deliver any samples at the address shown in the <b>TDS</b> not later than the deadline for submission of tenders.
22.	Deadline for Submission of Tenders	22.1	Tenders shall be received by the PE through NeST in a manner specified under ITT 21.2 and ITT 21.5 [Submission of Tenders] no later than the date and time specified in the <b>TDS</b> and NeST.
		22.2	The PE 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 9, in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
23.	Late Tenders	23.1	NeST does not allow a Tenderer to submit its tender after the deadline for submission of tenders in accordance with ITT 22 [Deadline for Submission of Tenders].
24.	Modification, Substitution or Withdrawal of Tenders	24.1	A Tenderer may modify substitute or withdraw its Tender after it has been submitted to the PE through NeST, provided that such modification substitution, or withdrawal is made prior to the deadline for submission of Tenders prescribed in ITT22.1 [Deadline for Submission of Tenders]. Tenderers shall receive an acknowledgment of receipt of any amendment of its submitted tender through the system.
		24.2	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 may result in the Tenderer's forfeiture of its Tender Security, or execution of Tender Securing Declaration pursuant to the ITT 18.10.

**E:** Opening and Evaluation Of Tenders

		<del>,                                    </del>	d Evaluation Of Tenders
25.	Opening of Tenders	25.1	The Tenders shall be opened automatically by the system after the deadline date and time. Readout prices shall be displayed automatically in the NeST portal. Automated opening reports shall be sent to all involved parties including the PE and Tenderers.
		25.2	A Tenderer or any other person with interest in the tender process can access tender opening records on the appropriate section of NeST.
26.	Confidentiality	26.1	Information relating to the examination, evaluation, comparison, 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 PE processing of tenders or award decisions may result in the rejection of its Tender.
		26.3	Notwithstanding ITT 26.2, from the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the PE on any matter related to the tendering process, it should do so in writing or in electronic forms that provides a record of the content of the communication.
27.	Clarification of Tenders	27.1	To assist in the examination, evaluation, and comparison of tenders and post-qualification of Tenderers, the PE may, at its discretion, ask any Tenderer for clarification of its tender, including breakdowns of prices. Any clarification submitted by a Tenderer that is not in response to a request by the PE shall not be considered.
		27.2	The request for clarification and the response shall be communicated through NeST and The Tenderer shall; respond through NeST. No change in the prices or substance of the Tender shall be sought, offered, or permitted except provided otherwise.  From the time of tender opening to the time of contract award
			if any Tenderer wishes to contact the PE on any matter related to the tender it should do so in writing or in electronic forms that provide a record of the content of the communication.
28.	Preliminary Examination of Tenders	28.1	Before the detailed evaluation of tenders, the PE will determine whether each tender  (a) meets the eligibility criteria defined in ITT 3 and 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 PE's determination of a tenderer's responsiveness will be based on the contents of the tender itself.
		28.2	A substantially responsive tender 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 delivery of related goods and or services; b) limits in any substantial way, inconsistent with the Tendering documents, the PE'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. For this section, the following definitions apply "Deviation" is a departure from the requirements specified in

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		the Tendering Document;
		"Reservation" is the setting of limiting conditions or
		withholding from complete acceptance of the requirements
		specified in the Tendering Document; and
		"Omission" is the failure to submit part or all of the
		•
		information or documentation required in the Tendering
		Document.
	28.3	The PE will confirm that the documents and information
		specified under ITT 11, 12, and 13 have been provided in the
		Tender. If any of these documents or information is missing
		or is not provided by the Instructions to Tenderers, the Tender
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		shall be rejected.
	28.4	The PE may waive any minor informality, nonconformity, or
		irregularity in a Tender that does not constitute a material
		deviation, provided such waiver does not prejudice or affect
		the relative ranking of any Tenderer.
	28.5	Provided that a tender is substantially responsive, the PE may
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		request that the Tenderer submit the necessary information or
		documentation, within a reasonable period, to rectify non-
		material non-conformities or omissions in the tender related
		to documentation requirements. Such omission shall not be
		related to any aspect of the price of the tender. Failure of the
		Tenderer to comply with the request may result in the
		rejection of its tender.
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	28.6	Provided that a tender is substantially responsive, the PE shall
		rectify quantifiable non-material non-conformities related to
		the Tender Price. To this effect, the Tender Price shall be
		adjusted, for comparison purposes only, to reflect the price of
		a missing or non-conforming item or component
	28.7	If a Tender is not substantially responsive, it will be rejected
	20.7	by the PE and may not subsequently be made responsive by
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		the Tenderer by correction of the nonconformity.
	28.8	Material deviations to commercial terms and conditions,
		which justify rejection of a tender shall include the following:
		a) failure to sign the Form of Tender and price schedules by
		the authorized person or persons;
		b) failure to satisfy eligibility requirements;
		c) failure to submit a tender security as specified in the
		tendering documents;
		d) failure to satisfy the tender validity period;
		e) inability to meet the critical delivery schedule specified in
		the tendering documents, where such schedule is a crucial
		condition with which tenderers must comply;
		f) failure to comply with minimum experience criteria as
		1 ' *
		specified in the tendering documents;
		g) conditional tenders such as conditions in a tender that limit
		the tenderer's responsibility to accept an award
		h) inability to accept the price adjustment formulae of the
		tendering documents;
		i) stipulating price adjustment when fixed price tenders were
		invited;
		j) subcontracting in a substantially different amount or
		manner than that permitted;
		k) Failure to submit major supporting documents required by
		the tendering documents to determine substantial
		responsiveness of a tender.
	28.9	All tenders shall be checked for substantial responsiveness to
	20.7	
		the technical requirements of the tendering documents and
		non-conformity to technical requirements, which are
		justifiable grounds for rejection of a tender including the
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			following:  a) failure to tender for the required scope of tender as instructed in the tendering documents and where failure to do so has been indicated as unacceptable; b) failure to quote for a major item in the package; c) failure to meet major technical requirements, such as offering completely different types of equipment or materials from the types specified, plant capacity well below the minimum specified, equipment not able to perform the basic functions for which it is intended; d) presentation of absolutely unrealistic and inadequate implementation plans and schedules regarding performance, technical, or service factors.
29.	Examination of Terms and Conditions; Technical Evaluation	29.1	The PE 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.  The PE shall evaluate the technical aspects of the Tender
	Evaluation	29.2	submitted by ITT 12 and ITT 13, 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 PE determines that the Tender is not substantially responsive by ITT 28, it shall reject the Tender.
30.	Correction of Errors	30.1	Tenders determined to be substantially responsive will be checked by the PE 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 PE, 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;
			<ul> <li>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</li> <li>c) Where there is a discrepancy between the amounts in figures and words, the amount in words will govern unless the amount expressed in words is related to an arithmetic error, in which case the amount in</li> </ul>
		30.2	figures shall prevail subject to (a) and (b) above.  The amount stated in the tender will, be adjusted by the PE by 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 by ITT 18.10.
		30.3	In the case of National, International, and Restricted Competitive Tendering on Fixed Budget Method, determination as to whether the tender is within the budget shall be made during arithmetic correction. Any tender, whose corrected tender price exceeds the available budget

			shall be rejected
31.	Conversion to	31.1	To facilitate evaluation and comparison, the PE will convert
	Single Currency		all tender prices expressed in the various currencies in which
			they are payable to either:
			a) in Tanzania Shilling 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) in 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 for the amount payable in Tanzania
		21.2	Shillings.
		31.2	The currency selected for converting tender prices to a
			common base for evaluation, as provided by the Bank of Tanzania (BOT) prevailing on the date of tender opening.
32.	Commercial	32.1	
	Evaluation of		The PE shall evaluate and compare only the Tenders determined to be substantially responsive, under ITT
	Tenders		29[Preliminary Examination of Tenders].
		22.2	
		32.2	To evaluate a Tender, the PE shall consider the following: a) Evaluation will be done for Items or Lots (contracts),
			as specified in the <b>TDS</b> ; and the Tender Price as
			quoted by clause 14 [Form of Tender and Price
			Schedules];
			b) price adjustment for correction of arithmetic errors by
			ITT 29 [Correction of arithmetic Errors];
			c) price adjustment due to discounts offered by ITT 16.4
			[Tender Prices and Discounts];
			d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency by ITT 30
			[Conversion to Single Currency];
			e) price adjustment due to quantifiable non-material non-
			conformities by ITT 28.5 and 28.6[Preliminary
			Examination of Tenders]
			f) The additional evaluation factors are specified in
		22.2	Section IV [Qualification and Evaluation Criteria].
		32.3	The estimated effect of the price adjustment provisions of the Conditions of Contract applied throughout the execution of
			the Contract, shall not be taken into account in tender
			evaluation
		32.4	If these Tendering Documents allow Tenderers to quote
			separate prices for different lots (contracts), the methodology
			to determine the lowest evaluated price of the lot (contract)
			combinations, including any discounts offered in the Form of
			Tender, is specified in Section IV [Qualification and
		32.5	Evaluation Criteria
		34.3	The PE'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 original
			ready located in the United Republic of Tanzania,
			sales and other similar taxes, which 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
			abroad, customs duties and other similar import taxes
			will be payable on the goods if the contract is awarded to the Tenderer; and
	<u> </u>		awarded to the Tenderer, and

-			
			c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.
		32.6	The PE"s evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted by ITT16 [Tender Prices and Discounts]. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders, unless otherwise specified in the <b>TDS</b> from amongst those set out in Section IV [Qualification and Evaluation Criteria]. The criteria and methodologies to be used shall be as specified in ITT 32.2 (f).  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.
33.	National Preference	33.1	If the <b>TDS</b> so specifies, the PE will grant a margin of preference to goods manufactured in the United Republic of Tanzania, provided the Tenderer shall have established to the satisfaction of the PE that its Tender complies with the criteria specified in Section IV [Qualification and Evaluation Criteria].
		33.2	Where a margin of preference applies, its application and detail shall be specified in Section IV [Qualification and Evaluation Criteria].
34.	Determination of the Lowest Evaluated Bid	34.1	The Tender with the lowest evaluated price from among those that are eligible, compliant, and substantially responsive shall be the lowest evaluated Tender.
		34.2	In determining the lowered evaluated tenderer, the PE shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in ITT 11.1 [Documents and Samples Constituting the Tender] as applicable and Section IV, Qualification and Evaluation Criteria.
		34.3	The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, under ITT 13 [Documents Establishing Eligibility and Qualifications of the Tenderer]. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Tenderer
		34.4	An affirmative determination shall be a prerequisite for the award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the PE shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily
		34.5	In the case of National, International, and Restricted Competitive Tendering on Fixed Budget Method, the lowest evaluated price shall not exceed the provided budget. If the

	1		budget, it shall be rejected.
		34.6	Where the tender price of the lowest evaluated tenderer is
		34.0	considered to be abnormally low, the PE shall perform price
			analysis as part of the Evaluation. The following process shall
			apply:
			(a) The PE may reject a tender if the PE has determined
			that the price in combination with other constituent
			elements of the tender is abnormally low about the
			subject matter of the procurement (scope of works or
			services) and raises concerns with the PE as to the
			ability of the tenderer that presented that tender to
			perform the contract.
			(b) Before rejecting an abnormally low tender the PE
			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 PE to reject a tender and the
			reasons for the decision shall be recorded in the
			procurement proceedings and promptly
			communicated to the tenderer concerned;
			(d) The PE shall incur liability solely by rejecting
			abnormally low tender; and
			An abnormally low tender means, in the light of the PE'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.	Post-qualification	35.1	If pre-qualification was not undertaken, post-qualification
	of Tenderer		shall be performed. After determining the lowest-evaluated
			tender, the PE shall carry out the post-qualification of the
1	i		
			Tenderer using only the requirements specified in the <b>TDS</b> .
		35.2	Tenderer using only the requirements specified in the <b>TDS</b> .  The PE will determine to its satisfaction whether the Tenderer
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		35.3 35.4 35.5	Tenderer using only the requirements specified in the <b>TDS</b> .  The PE 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, by the criteria listed in ITT 13.3.  The determination will evaluate the Tenderer's financial, technical, and other relevant capabilities. It will be based on an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, under ITT 13, as well as other information the PE deems necessary and appropriate. Factors not included in these Tendering Documents shall not be used in the evaluation of the Tenderers' qualifications.  A PE may seek independent references of a tenderer and the results of reference checks may be used in determining an award of a contract.  In the case of a foreign company, a PE shall seek independent reference of the legal existence of a tenderer from Tanzania diplomatic missions abroad or any other reliable source.  An affirmative post-qualification determination will be a prerequisite for the award of the contract to the lowest evaluated Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the PE will

## F. Award of Contract

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36.	Criteria of Award	36.1	Subject to ITT 35 and 37, the PE 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 (a) have supplies that are eligible pursuant to ITT 3 and (b) be eligible in accordance with the provisions of ITT 4, and (c) is determined to be qualified to perform the Contract satisfactorily (d) successful negotiations have been concluded, if any.  If pursuant to ITT 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 the 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 specifications;
			(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) clarifying details that were not apparent or could not
			be finalized at the time of tendering; or
			(g) reduction of Tender Price to match the available PEs` Estimate and commensurate with the market prices provided such reduction shall not make the tender abnormally low in accordance with ITT35.2 [Post qualification of Tenderers]. Negotiation of price shall not be applicable for tenders invited under the National, International and Restricted Competitive Tendering on Fixed Budget method.
		37.2	Where negotiation fails to result into an agreement, the PE may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the PE shall not reopen earlier negotiations.
38.	PE's Right to Accept Any Tender and to Reject Any or All Tenders	38.1	Notwithstanding award criteria ITT 36, PE reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected Tenderer or Tenderer or any obligation to inform the affected Tenderer or Tenderers of the grounds for the PE's action.
		38.2	Notice of the rejection of all tenders shall be given promptly to all suppliers that have submitted tenders through NeST.
		38.3	The PE shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.
39.	PE's Right to Vary Quantities at the Time of	39.1	The PE reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the <b>TDS</b> , the quantity of goods and services beyond that originally

	Award		specified in the Schedule of Requirements without any
	Awaiu		change in unit price or other terms and conditions.
40.	Notification of Award	40.1	Prior to awarding of the contract, the PE shall issue a notice of intention to award the contract, in the format provided in Section IX [Contract Forms- Letter of Intention to Award the Contract], through NeST to all tenderers who participated in the tender in question giving them seven (7) working days within which to submit complaints to the PE thereof, if any.
		40.2	Where no complaints have been lodged, the Tenderer whose tender has been accepted will be notified by Letter of Acceptance in the format provided in Section IX [Contract Forms - Letter of Acceptance] through NeST, of the award by the PE prior to expiration of the Tender validity period.
		40.3	The notification of award will be part of the document forming the Contract, subject to the Tenderer furnishing the Performance Securing Declaration or Performance Security in accordance with ITT 42 [Performance Security/Performance Securing Declaration] and signing of the contract in accordance with ITT 41 [Signing of Contract].
41	Signing of Contract	41.1	Promptly after notification, PE shall send the successful Tenderer the Form of Contract and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.
		41.2	Within fourteen (14) days of receipt of the Form of Contract, the successful Tenderer shall sign and date the Contract and return it to the PE.
		41.3	Upon parties signing the Contract, the PE will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender security of the Tenderers pursuant to ITT 18.9 [Tender Security or Tender Securing Declaration].
42.	Performance Security/ Performance Securing Declaration	42.1	Within fourteen (14) working days after signing of the Call- off order, the successful Tenderer shall deliver to the PE a Performance Securing Declaration or Performance Security as specified in the <b>TDS</b> . Performance security shall be in the amount and in the form stipulated in the <b>TDS</b> and SCC, 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  In the case of Performance Securing Declaration, the successful Tenderer shall complete and submit a duly signed
		42.4	Declaration in the format provided in Section X [Contract Forms: Performance Securing Declaration]  Failure of the successful Tenderer to comply with the

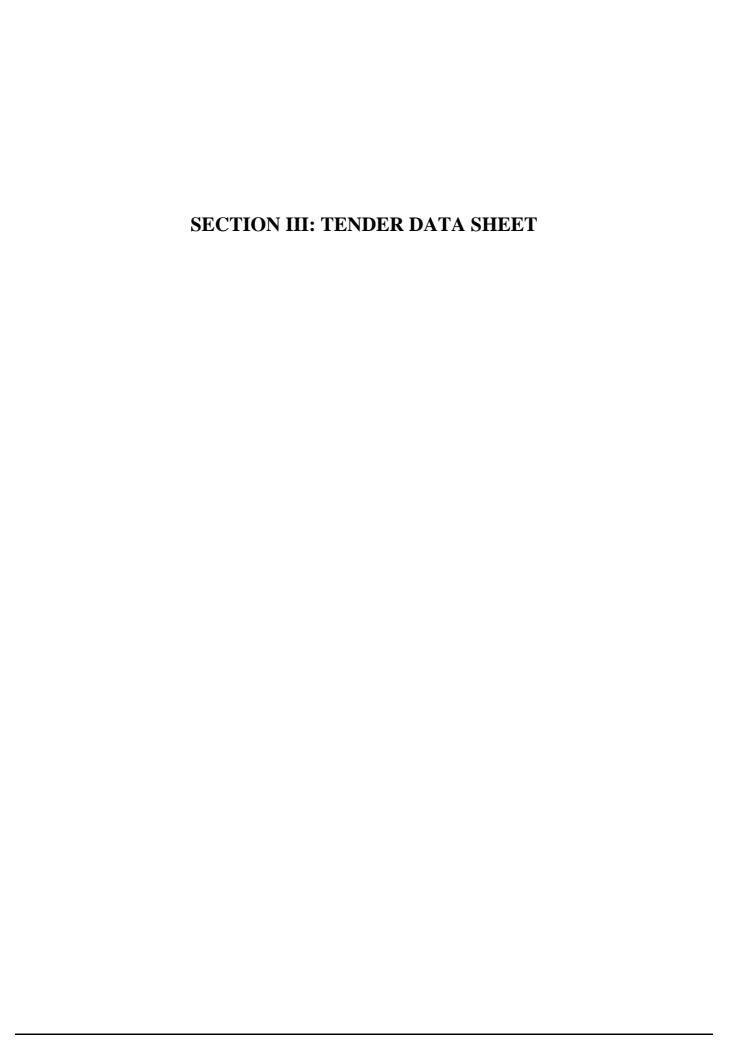
		,	
43.	Advance Poviment	43.1	requirements of ITT 42.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security or execution of the Tender Securing Declaration and any other remedy the PE may take under the Contract and the PE may resort to awarding the Contract to the next ranked Tenderer.
43.	Advance Payment	43.1	The PE will provide an Advance Payment as stipulated in the General Conditions of Contract, subject to a maximum amount, as stated in the <b>TDS</b> .
		43.2	The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in <b>Section IX</b> . For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence delivery of supplies. These expenses will relate to the purchase of equipment and supplies on the engagement of labour during the first months. beginning with the date of the PE's "Notice to Commence" as specified in the Special Conditions of Contract.
44.	Adjudicator	44.1	The PE proposes the person named in the <b>TDS</b> to be appointed as Adjudicator under the Contract, at an hourly fee specified in the <b>TDS</b> , 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 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 PE's and Tenderer's are required to observe the highest standard of ethics during the procurement and execution of such contracts. For the purpose of this provision, the following defined terms shall apply:  a) "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;  b) "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;  c) "collusive practices" mean 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;  d) "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; and e) "obstructive practice" means acts intended to

		materially impede access to required information in exercising a duty under this Act.
4	15.2	The PE 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;
4	15.3	A Tenderer will be declared by the Public Procurement
		Regulatory Authority (PPRA) to be 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.
	15.4	PPRA reserves the right, where a firm has been found by a
		foreign country, international organization or other foreign
		organization to have engaged in corrupt, fraudulent, coercive,
		collusive and 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.
	15.5	Any communications between the Tenderer and the PE 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

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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 PE or an approving authority in the course of these procurement proceedings may seek a review in accordance with the procedure set out under this Section.
47.	Time Limit on Review	47.1	The Tenderer shall apply for review within seven (7) days of him becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
48.	Submission of Application for Review	48.1	Any application for administrative review shall be submitted through NeST to the Accounting Officer of a PE and a copy shall be electronically served to the Chief Executive Officer, Public Procurement Regulatory Authority (PPRA).
		48.2	For PEs with delegated Procurement functions, applications for administrative review for tenders floated by the delegated Accounting Officer shall be submitted through NeST to the Accounting Officer with a copy served to delegated Accounting Officer and PPRA.
		48.3	The application for administrative review shall include:  a) details of the procurement or disposal 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.
		48.4	The Accounting Officer (AO) shall not entertain a complaint or dispute or continue to do so after the procurement or disposal contract has entered into force.
49.	Decision by the Accounting Officer	49.1	The Accounting Officer shall, within seven (7) working 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 Accounting Officer does not issue a decision within the time specified in 49.1, the Tenderer submitting the complaint or dispute or the PE shall be entitled immediately thereafter to institute proceedings under ITT 50.1 within seven (7) working days after such specified time and upon instituting such proceedings, the competence of the head of a PE to entertain the complaint or dispute shall cease.
50.	Review by the Public Procurement Appeals Authority	50.1	Complaints or disputes which- a) are not settled within the specified period under ITT 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 five
	calendar 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 ITT 49.1 [above] or when the tender
	become aware or ought to have become aware of the
	circumstances giving rise to the complaint or dispute;
50.2	The Appeals Authority shall, within forty-five (45) days issue a
	written decision concerning the complaint or dispute stating the
	reasons for the decisions and the remedies granted if any.
50.3	The decision of the Appeals Authority shall be binding to the
	parties on complaint or appeal and such decision may be
	enforced in any court of competent jurisdiction.



# A. Introduction

TDS Clause	Required Information/	ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction
Number	Data	Number	Tenderers
1.	Scope of Tender and	1.1	Name of Procuring Entity: MEDICAL STORES DEPARTMENT
	Tendering Method		The subject of procurement is: Supply of Medical Supplies From Mar
			under Framework Agreement
			Period for supplies: 120 days
			<b>The commencement date for supply:</b> 7 days after signing the call-off
			Framework Agreement Duration: 1095 days.
		1.2	Method of Procurement: Restricted International Competitive Tenderi
2.	Source of Funds	2.1	The financial year for the operations of the PE: 2023/2024
			Name and identification number of the Contract: FA/2023/2024/TR
			Name of Project: Supply of Medical Supplies from Manufacturers
			Name of financing institution: MEDICAL STORES DEPARTMENT
		2.2	Payments shall be made directly by MEDICAL STORES
			DEPARTMENT.
3.	Eligible Tenderers	3.2	Joint Venture, consortium, or association shall be: Not Applicable
4.	Eligible Supplies and Related Services	4.1	Ineligible countries are Not Applicable
		4.6	Demonstration of authorization by manufacturer Not applicable.

**B.** Preparation of Tenders

		D. 1 1	eparation of Tenders
5.	Language of Tender	10.1	The Language of all correspondences and documents related to the tender is: English
6.	Documents and Sample (s) Constituting the Tender	11.1 (b), 11.2 (c) & (d) & 21.5	The Sample(s) to be submitted by the Tenderer is not required.
		11.1 (h)	Not Applicable.
7.	Documents Establishing Eligibility of Supplies and Related Services and Conformity to Tendering	12.3 (c)	Other procurement-specific documents required from Tenderers in ITT Clause 12.3(c) are as follows: Not Applicable.
8.	Documents Registration of Goods and	12.4	Registration requirements with relevant Authorities in the
	Suppliers in Tanzania	12.4	United Republic of Tanzania: Requirements for Goods: TMDA Registration Certificate. Requirements for Suppliers: TMDA Registration Certificate.
9.	Address of Regulators responsible for National Standards and Registration		The Director General Tanzania Atomic Energy Commission (TAEC), P.O. Box 743, Block J, Plot No. 216, Njiro Arusha, Telephone: +255 272 970050 / 51 / 52 / 53 Mobile: +255 754 361221 (DG) Fax: +255 272 970054 E-mail: dg@taec.go.tz Website:https://www.taec.go.tz
10.	Tender Prices and Discount	15.5 15.6 (a)(iii)	The rules governing the terms are prescribed in Incoterms 2020.  For goods manufactured in the United Republic of Tanzania, the Tenderer shall quote prices using the following Incoterms:  The price quoted shall be of Off-the-shelf in The Tanzanian Shilling. Also, Sales and other taxes payable to be included in the quoted price shall be Not Applicable.
			Incidental services shall not be Applicable.
		15.6(b) (i), (ii)	For Goods manufactured outside the United Republic of Tanzania (to be imported), the Tenderer shall quote prices using the following Incoterms; i) the price of the goods under the specified Incoterm, with the designated destination in the Purchaser's country, shall be FOB and Costs for Port or Place of entry or destination shall be CFR. and ii) the price quoted for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) shall not be Applicable.  For Goods manufactured outside the United Republic of Tanzania
		15.7 15.8	(already imported), the Tenderer shall quote prices to named place of destination (Project Site) that includes the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site); Incidental Services for costs of Loading and Off loading.  The price shall be FIXED.  Lot Applicability: Applicable
11.	Tender Currencies	15.9 16.1 (a) (b) &	The fixed budget amount is not applicable.  a) For goods and related services originating in the United
11.	render Currencies	16.1 (a) (b) & 16.3	Republic of Tanzania the currency of the Tender shall be The Tanzanian Shilling b) For goods and related services originating outside the United Republic of Tanzania, the Tenderer shall express its Tender in The

			United States dollar.
12.	Tender Validity Period	17.1	The Tender validity period shall be: 180 days.
	Tender Security or Tender	18.1	Tender Securing Declaration
	Securing Declaration	18.3 (c)	Other forms of security are: Not Applicable.
14.	Alternative Tenders by	19.1 & 19.2	Not Applicable.
	Tenderers	19.3	Technical Alternatives are not applicable

## C. Submission of Tenders

15.	Deadline for Submission of	22.1	The tender shall be submitted through NeST not later than 2:00
	Tenders		PM on 23/07/2024.

## **D.** Opening and Evaluation of Tenders

	- · · · · · · · · · · · · · · · · · · ·			
16.	Commercial Evaluation of	22 2 8 22 6	Evaluation criteria are found in the Section of Qualification and	
	Tenders	32.2 & 32.0	Evaluation criteria are found in the Section of Qualification and Evaluation Criteria.	
17.	17. National Preference		Not Applicable	
18.	Post-qualification of Tenderer	35.1	NOT_APPLICABLE.	

# E. Award of Contract

19.	PE's Right to Vary Quantities at the Time of Award	39.1	The percentage for quantity increase or decrease is 15.
20.	Performance Security or Performance Securing Declaration	42.1	Type and Amount of the Performance Security will be determined during the issuance of call off order.
21.	Advance Payment	43.1	The Advance Payment shall be limited to 30 Percent of the Contract Amount
22.	Adjudicator	44.1	The Adjudicator proposed by the Procuring Entity is: Tanzania Institute of Arbitrators (TIArb).  The hourly fee for this proposed Adjudicator shall be: 100,000.00.  The biographical data of the proposed Adjudicator is as follows: Tanzania Institute of Arbitrators(TIArb).

# **F. Review of Procurement Decisions**

23.	Review by the Public Procurement	49.2	The address for Appeals to PPAA:
	Appeals Authority		The Executive Secretary,
			Public Procurement Appeals Authority,
			Ministry of Finance and Planning,
			Jakaya Kikwete rd
			Mkandarasi Place ,4th Floor
			P.O.BOX 1385,
			Dodoma
			TANZANIA
			Phone
			Telephone:+255262962411,
			Mobile:+255743505505
			Fax + 255 022 2120460
			Email: info@ppaa.go.tz or es@ppaa.go.tz
			Website www.ppaa.go.tz.



#### **EVALUATION CRITERIA**

# **Commercial Evaluation**

# 1. Eligibility

# **Litigation History (SCORE: N/A)**

Litigation History Start Year	2021-06-06
Litigation History End Year	2024-06-06

#### 2. Standard Tender Forms

#### **Tender Validity Period (SCORE: N/A)**

	·	
Tender Validity Perio		180

#### 3. Financial Situation and Performance

#### **Financial Statement (SCORE: N/A)**

Financial Statement (SCOKE: N/A)	
Financial Statement Start Date	2021-06-06
Financial Statement End Date	2024-06-06
Minimum Current Ratio [Current Assets(CA)/Current Liabilities(CL)]	1
Minimum Cash Ratio [Cash and Bank(C&B)/Current Liabilities(CL)]	N/A
Minimum Working Capital [Current Assets(CA)-Current Liabilities(CL)]	1
Minimum Gross Profit Margin [Gross Profit(GP)/Total Revenue(TR)*100]	10
Minimum Debt to Equity Ratio [Total Liabilities(TL)/Total Equity(TE)]	1
Minimum Return on Assets [Profit before Tax(PBT)/Total Assets(TA)*100]	5

#### Average Annual Turnover (SCORE: N/A)

8 ,	
Average Annual Turnover Amount in TZS or any other freely convertible currency	3000000000
Turnover Start Date	2021-06-06
Turnover End Date	2024-06-06

#### Access to Financial Resources (Sources of Fund) (SCORE: N/A)

Average fund amount from all sources (any freely convertible currency proposed by bidder)	3000000000
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# **Technical Evaluation**

# 1. Experience

**Specific Experience (SCORE: N/A)** 

Specific Emperiories (S S S 1221 1 (112)	
Specific Experience	Contract in related field
Specific Experience Start Year	2021-06-05
Specific Experience End Year	2024-06-07
Number of Specific Experience Contracts	3
Value of each specific experience contract in the specified tender currency	100000000

# 2. Delivery Schedule

Delivery Period (SCORE: N/A)

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Delivery Period			7

# **Financial Evaluation**

No evaluation criteria

#### **Section V: Eligible Countries**

All countries are eligible except countries subject to the following provisions. A country shall not be eligible if:

- 1. as a matter of law or official regulation, the Government of Tanzania prohibits commercial relations with that country, provided that the Government of Tanzania is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
- 2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Tanzania prohibits any import of goods from that country or any payments to persons or entities in that country.





#### **List of Commodities and Specifications**

Supply of Medical Supplies From Manufacturers under Framework Agreement

**Tender No:** FA/2023/2024/TR177/G/122

#### LOT NO. FA/2023/2024/TR177/G/122/62

# Item No 62 GLOVES GYNAECOLOGICAL DISPOSABLE (SMALL) SIZE 7

Commodity Title: Medical exam or non surgical procedure gloves

Commodity Code: 42132203

Commodity Group Code: 20020025

Description	Unit of Measure	Quantity
GLOVES GYNAECOLOGICAL DISPOSABLE (SMALL) SIZE 7	50PR	1

#### **Commodity Specification:-**

S/N	Features	Description
1	Specification	Natural rubber latex, Long sleeved sterile gynaecological/obstetrical gloves, with ending reinforced band, closely fits the morphology of the hand. The interior surface must be finely coated with powder. Total length minimum 500mm, width 108 (tolerance + - 5mm), Thickness 0.12mm, disposable, sterile. Packed in sterile peel-back/blister packs. Primary packaging should be labelled with name of manufacturer and country of origin,msd logo, lot number, manufacturing and expiry dates. ISO/CE certified. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

LOT NO. FA/2023/2024/TR177/G/122/64

# Item No 64 GLOVES SURGICAL LATEX RUBBER STERILE SIZE 7.5

Commodity Title: Surgical gloves

Commodity Code: 42132205

Commodity Group Code: 20020028

Description	Unit of Measure	Quantity
GLOVES SURGICAL LATEX RUBBER STERILE SIZE 7.5	50PR	1

#### **Commodity Specification:-**

S/N	Features	Description
1	Specification	Sterile with clear indication of manufacturer, manufacturing/ sterilization date and expiry date. Tested according to ASTM D3577 or similar with an AQL of not more than 1.5; and the level of latex protein not exceeding 200mg/g., not less than 300mm total length unstretched. Packed in sterile peel-back/blister or Ribbon packs. Both Primary and secondary packaging should be labelled with MSD logo, size of the glove, name of primary manufacturer, lot number, manufacturing and expiry dates. ISO/CE mark and certifie
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/74

#### Item No 74 I.V. CANULA 22 G

Commodity Title: Intravenous or arterial cannulas or accessories

Commodity Code: 42221512

Commodity Group Code: 20030019

Description	Unit of Measure	Quantity
I.V. CANULA 22 G	50PC	1

# **Commodity Specification:**

S/N	Features	Description
1	Specification	Cannulas with injection port and fixation wings. Ultra-sharp siliconized cannula, luer fitting, sterile disposable, in peelback/blister packs. ISO 10555-5 and CE certified. Packed in 50 units. Blister packing, Primary packaging should be labelled with name of manufacturer, lot number, msd logo, manufacturing and expiry dates.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/65

# Lot No 65 GLOVES SURGICAL LATEX RUBBER STERILE SIZE 8

Commodity Title: Surgical gloves

Commodity Code: 42132205

 $Commodity\ Group\ Code: 20020029$ 

Description	Unit of Measure	Quantity
GLOVES SURGICAL LATEX RUBBER STERILE SIZE 8	50PR	1

S/N	Features	Description
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1	Specification	Sterile with clear indication of manufacturer, manufacturing/ sterilization date and expiry date. Tested according to ASTM D3577 or similar with an AQL of not more than 1.5; and the level of latex protein not exceeding 200mg/g., not less than 300mm total length unstretched. Packed in sterile peel-back/blister or Ribbon packs. Both Primary and secondary packaging should be labelled with MSD logo, size of the glove, name of primary manufacturer, lot number, manufacturing and expiry dates. ISO/CE mark and certifie
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 66 ORTHOPEDIC SURGICAL GLOVES SIZE 7.5 (MEDIUM)

Commodity Title : Surgical gloves

Commodity Code: 42132205

Commodity Group Code: 20020036

Description	Unit of Measure	Quantity
ORTHOPEDIC SURGICAL GLOVES SIZE 7.5 (MEDIUM)	50PR	1

S/N	Features	Description
1	Specification	Orthopedic Surgical Gloves size 7.5,Brown color, made from Natural rubber from latex in compliance with ASTM D 1076 and Quality Control In compliance with ASTM D 3577-00, Type I. Powder free. Length 300 + 10mm, Palm width 97mm, Thickness finger 0.66mm

		Physical Properties as according to (ASTM, EN and ISO Requirements). External surface micro-texture. Sterilization 25kGy Gamma irradiation. ISO/CE certified. Packed in sterile peelback/blister packs. Primary packaging should be labeled with name of manufacturer and country of origin, msd logo, lot number, and manufacturing and expiry date.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 67 ORTHOPEDIC SURGICAL GLOVES SIZE 8 (LARGE)

Commodity Title : Surgical gloves

Commodity Code: 42132205

Commodity Group Code: 20020037

Description	Unit of Measure	Quantity
ORTHOPEDIC SURGICAL GLOVES SIZE 8 (LARGE)	50PR	1

S/N	Features	Description
1	Specification	Orthopedic Surgical Gloves size 7.5,Brown color, made from Natural rubber from latex in compliance with ASTM D 1076 and Quality Control In compliance with ASTM D 3577-00, Type I. Powder free. Length 300 + 10mm, Palm width 97mm, Thickness finger 0.66mm Physical Properties as according to (ASTM, EN and ISO Requirements). External surface micro-texture. Sterilization 25kGy Gamma irradiation.

		ISO/CE certified. Packed in sterile peel-back/blister packs. Primary packaging should be labeled with name of manufacturer and country of origin, msd logo, lot number, and manufacturing and expiry date.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 80 SPINAL NEEDLES, DISPOSABLE, 20G

Commodity Title: Spinal trays or needles

Commodity Code: 42142514

Commodity Group Code: 20030035

Description	Unit of Measure	Quantity
SPINAL NEEDLES, DISPOSABLE, 20G	50PC	1

S/N	Features	Description
1	Specification	Needle spinal disposable, the cannula (needle)'s proximate end is with a modified Quincke point, distal end with transparent base with a female luer connection and locking mechanism between stylet and cannula. Sterilized by Ethylene oxide gas and packed individually in a peel-off pack bearing all the necessary information on the primary packaging. CE/ISO certified. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, msd logo, manufacturing and expiry dates. Sample should be submitted and must have TMDA registration

2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 68 BLOOD GIVING SET

Commodity Title: Intravenous or arterial tubing administration sets

Commodity Code: 42221609

Commodity Group Code: 20030003

Description	Unit of Measure	Quantity
BLOOD GIVING SET	25PC	1

S/N	Features	Description
1	Specification	Sterile,pyrogen free and non-toxic blood transfusion set with air inlet, transparent flexible medical grade PVC tubing of 140-150cm,roller clamp for adjustment of flow,latex connector to facilitate medication, siliconised needle size 18G x 1.5" (pink, drip chamber with fluid filter (e.g 200 or 180 micron) and sharp airway plastic needle. Packed individually in sterile peel-back/blister/Ribbon packs.Primary packaging should be labelled with msd logo, name of manufacturer, lot number, manufacturing and expiry dates ISO/CE certified
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.

3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and
		Mft.dates, Batch No. Weight, size and units per carton.

Commodity Title: Intravenous or arterial tubing administration sets

Commodity Code: 42221609

Commodity Group Code: 20030003

Description	Unit of Measure	Quantity
BLOOD GIVING SET	50PR	1

# **Commodity Specification:-**

S/N	Features	Description
1	Specification	Sterile,pyrogen free and non-toxic blood transfusion set with air inlet, transparent flexible medical grade PVC tubing of 140-150cm,roller clamp for adjustment of flow,latex connector to facilitate medication, siliconised needle size 18G x 1.5" (pink, drip chamber with fluid filter (e.g 200 or 180 micron) and sharp airway plastic needle. Packed individually in sterile peel-back/blister/Ribbon packs.Primary packaging should be labelled with msd logo, name of manufacturer, lot number, manufacturing and expiry dates ISO/CE certified
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# LOT NO. FA/2023/2024/TR177/G/122/69

# Item No 69 I.V. CANULA 14 G

Commodity Title: Intravenous or arterial cannulas or accessories

Commodity Code: 42221512

Commodity Group Code: 20030014

Description	Unit of Measure	Quantity
I.V. CANULA 14 G	50PC	1

# **Commodity Specification:**

S/N	Features	Description
1	Specification	Cannulas with injection port and fixation wings. Ultra-sharp siliconized cannula, luer fitting, sterile disposable, in peelback/blister packs. ISO 10555-5 and CE certified. Packed in 50 units. Blister packing, Primary packaging should be labelled with name of manufacturer, lot number, msd logo, manufacturing and expiry dates.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/70

# Item No 70 I.V. GIVING SET

Commodity Title: Intravenous or arterial cannulas or accessories

Commodity Code: 42221512

Commodity Group Code: 20030015

Description	Unit of Measure	Quantity
I.V. GIVING SET	25PC	1

# **Commodity Specification:-**

S/N	Features	Description
1	Specification	Sterile, pyrogen free 15-20 drops/ml, Vented IV infusion set with – roller clamp for flow adjustment, latex rubber connector to facilitate medication, siliconised needle size 20G x 1''(yellow) or 21G x1.5'' (green), drip chamber with fluid filter (15 micron) and sharp airway plastic needle. ISO/CE certified. Packed individually in sterile peel-back/blister or Ribbon packs. Primary packaging should be labelled with MSD logo, name of primary manufacturer, lot number, manufacturing and expiry dates.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/71

# Item No 71 I.V. CANULA 16 G

Commodity Title: Intravenous or arterial cannulas or accessories

Commodity Code: 42221512

Commodity Group Code: 20030016

Description	Unit of Measure	Quantity
I.V. CANULA 16 G	50PC	1

S/N	Features	Description
1	Specification	Cannulas with injection port and fixation wings. Ultra-sharp siliconized cannula, luer fitting, sterile disposable, in peelback/blister packs. ISO 10555-5 and CE certified. Packed in 50 units. Blister

		packing, Primary packaging should be labelled with name of manufacturer, lot number, msd logo, manufacturing and expiry dates.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 1 DISPOSABLE GOWN X-LARGE

Commodity Title: Medical staff isolation or cover gowns

Commodity Code: 42131612

Commodity Group Code: 20030008

Description	Unit of Measure	Quantity
DISPOSABLE GOWN X-LARGE	1PC	1

S/N	Features	Description
	Specification	Technical specifications: Isolation gown, with long sleeves, a waist tie that binds at the back or front Fabric, non-woven material, f.e. SMS, SMMS, polyethylene-coated polypropylene, etc. Outer layer liquid penetration resistant in critical areas (full front and arms) Minimum average material density: 30 g/m2 Length (measured at front from middle of neckline to bottom): 130 – 136 cm Width or circumference (measured at waist): minimum of 135 - 140 cm Sleeves finished with double layer cuff, cotton or synthetic, stretchy interlocked jersey, length: 4 - 8 cm Non-sterile

		Single use, disposable Size XL
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 2 BIOPSY NEEDLE SET

Commodity Title: Biopsy needles

Commodity Code: 42142504

Commodity Group Code: 20030088

Description	Unit of Measure	Quantity
BIOPSY NEEDLE SET	Set	1

S/N	Features	Description
1	Specification	<ul> <li>Franklin-Silverman Biopsy Needle Set</li> <li>Made with superior quality clinical grade and autoclave able Material.</li> <li>Material: German Stainless steel</li> <li>Rusting Prevention Procedure: Passivated</li> <li>Ultrasonic Cleaned: Yes</li> <li>Dull-Polished: Yes</li> <li>Tests Performed: Boil Test, Performance Test, Shape Test</li> <li>Packing: Individually Packed</li> <li>Grade: High</li> <li>Sterility: Non-Sterile</li> <li>QC Passed: Yes</li> <li>Corrosion resistance, no chrome plating no risk of plating peeling off.</li> <li>Hand Matt Polished to avoid reflections and durability.</li> <li>Completely conformed to CE and ISO standards.</li> </ul>

		<ul> <li>Outer Cannula - Working Length: 6" (15.2cm)</li> <li>Overall Length: 7-1/2" (19cm)</li> <li>Inner Split Needle - Hub: 8-1/4" (21cm)</li> </ul>
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Lot No 72 I.V. CANULA 18 G

Commodity Title: Intravenous or arterial cannulas or accessories

Commodity Code: 42221512

Commodity Group Code: 20030017

Description	Unit of Measure	Quantity
I.V. CANULA 18 G	50PC	1

S/N	Features	Description
1	Specification	Cannulas with injection port and fixation wings. Ultra-sharp siliconized cannula, luer fitting, sterile disposable, in peelback/blister packs. ISO 10555-5 and CE certified. Packed in 50 units. Blister packing, Primary packaging should be labelled with name of manufacturer, lot number, msd logo, manufacturing and expiry dates.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.

3	Shipping Carton	Five ply carton with MSD and GOT logo.
		The carton must be well labelled with
		Product name, Quantity, UOM and its
		strength. Manufacturer name, Exp.and
		Mft.dates, Batch No. Weight, size and
		units per carton.

# Item No 78 SPINAL NEEDLES, DISPOSABLE, 18G

Commodity Title : Spinal trays or needles

Commodity Code: 42142514

Commodity Group Code: 20030033

Description	Unit of Measure	Quantity
SPINAL NEEDLES, DISPOSABLE, 18G	50PC	1

S/N	Features	Description
1	Specification	Needle spinal disposable, the cannula (needle)'s proximate end is with a modified Quincke point, distal end with transparent base with a female luer connection and locking mechanism between stylet and cannula. Sterilized by Ethylene oxide gas and packed individually in a peel-off pack bearing all the necessary information on the primary packaging. CE/ISO certified. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, msd logo, manufacturing and expiry dates. Sample should be submitted and must have TMDA registration
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Lot No 3 ABDOMINAL DRAIN WITH TROCAR (VACUUM)

Commodity Title: Medical suction sets or kits

Commodity Code: 42142406

Commodity Group Code: 20040005

Description	Unit of Measure	Quantity
ABDOMINAL DRAIN WITH TROCAR (VACUUM)	1PC	1

# **Commodity Specification:-**

S/N	Features	Description
1	Specification	Description 1. Soft and smooth catheter with large a traumatic eyes for efficient drainage 2. Radio-opaque line on the catheter for x-ray visualization 3. Smooth and round distal end 4. Catheter is marked at every 2 cm from the cast eye to ascertain the depth of placement 5. Universal taper connector at the proximal end of the catheter for easy connection to bag. 6. Drainage bag 2000 ml capacity, Bag is graduated with easy to read scale 7. Designed handle to hold the tube upright. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, msd logo, manufacturing and expiry dates. Sample should be submitted and must have TMDA registration
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/12

# Item No 12 FOLEY BALLOON CATHETER 30CC 20F- STERILE- TWO WAYS

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040057

Description	Unit of Measure	Quantity
FOLEY BALLOON CATHETER 30CC 20F- STERILE- TWO WAYS	10PC	1

# **Commodity Specification:-**

S/N	Features	Description
1	Specification	Self retaining catheters, two ways, 100% silicone coated latex medical grade. Cylindrical, with stylet, 2 opposing eyes, solid tip, valve for luer and luer-lock syringe tip, Approx. 41cm long. Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peel-back/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/73

#### Item No 73 I.V. CANULA 20 G

Commodity Title: Intravenous or arterial cannulas or accessories

Commodity Code: 42221512

Commodity Group Code: 20030018

Description	Unit of Measure	Quantity
I.V. CANULA 20 G	50PC	1

# **Commodity Specification:**

S/N	Features	Description
1	Specification	Cannulas with injection port and fixation wings. Ultra-sharp siliconized cannula, luer fitting, sterile disposable, in peelback/blister packs. ISO 10555-5 and CE certified. Packed in 50 units. Blister packing, Primary packaging should be labelled with name of manufacturer, lot number, msd logo, manufacturing and expiry dates.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/4

# Item No 4 AIRWAY GUEDEL RUBBER CHILD SIZE 67 MM

Commodity Title: Peripheral intravenous catheters for general use

Commodity Code: 42221504

Commodity Group Code: 20040012

Description	Unit of Measure	Quantity
AIRWAY GUEDEL RUBBER CHILD SIZE 67 MM	10PC	1

S/N	Features	Description
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1	Specification	General Description: Airway, Guedel, size 1, sterile, single patient use  Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 1, length approximately 60mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC).
		Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 5 AIRWAY GUEDEL RUBBER INFANT SIZE 54 MM

Commodity Title: Peripheral intravenous catheters for general use

Commodity Code: 42221504

Commodity Group Code: 20040013

Description	Unit of Measure	Quantity
AIRWAY GUEDEL RUBBER INFANT SIZE 54 MM	10PC	1

S/N	Features	Description
1	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and

		units per carton.
2	Specification	General Description: Airway, Guedel, size 0, sterile, single patient use
		Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 0, Length approximately 50mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation.
3	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should be ISO/CE certified. Should have TMDA registration.

# Item No 6 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 2

Commodity Title : Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code: 20040035

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 2	1PC	1

S/N	Features	Description
1	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner

		box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 9 FOLEY BALLOON CATHETER 30CC 14F- STERILE- TWO WAYS

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040054

Description	Unit of Measure	Quantity
FOLEY BALLOON CATHETER 30CC 14F- STERILE- TWO WAYS	10PC	1

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.

2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 75 I.V. CANULA 24 G

Commodity Title: Intravenous or arterial cannulas or accessories

Commodity Code: 42221512

Commodity Group Code: 20030020

Description	Unit of Measure	Quantity
I.V. CANULA 24 G	50PC	1

S/N	Features	Description
1	Specification	Cannulas with injection port and fixation wings. Ultra-sharp siliconized cannula, luer fitting, sterile disposable, in peelback/blister packs. ISO 10555-5 and CE certified. Packed in 50 units. Blister packing, Primary packaging should be labelled with name of manufacturer, lot number, msd logo, manufacturing and expiry dates.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and

	units per carton.
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# Item No 7 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 2.5

Commodity Title: Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code: 20040036

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 2.5	1PC	1

# **Commodity Specification:**

S/N	Features	Description
1	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

LOT NO. FA/2023/2024/TR177/G/122/8

Item No 8 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 8.5

Commodity Title : Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code: 20040048

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 8.5	1PC	1

# **Commodity Specification:**

S/N	Features	Description
1	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# LOT NO. FA/2023/2024/TR177/G/122/10

# Item No 10 FOLEY BALLOON CATHETER 30CC 16F- STERILE- TWO WAYS

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040055

Description	Unit of Measure	Quantity
FOLEY BALLOON CATHETER 30CC 16F- STERILE- TWO WAYS	10PC	1

# **Commodity Specification:**

S/N	Features	Description
1	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
2	Specification	Self retaining catheters, two ways, 100% silicone coated latex medical grade. Cylindrical, with stylet, 2 opposing eyes, solid tip, valve for luer and luer-lock syringe tip, Approx. 41cm long. Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peel-back/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
3	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.

#### LOT NO. FA/2023/2024/TR177/G/122/11

# Item No 11 FOLEY BALLOON CATHETER 30CC 18F- STERILE- TWO WAYS

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040056

Description	Unit of Measure	Quantity
FOLEY BALLOON CATHETER 30CC 18F- STERILE- TWO WAYS	10PC	1

S/N	Features	Description
1	Specification	Self retaining catheters, two ways, 100% silicone coated latex medical grade. Cylindrical, with stylet, 2 opposing eyes, solid tip, valve for luer and luer-lock syringe tip, Approx. 41cm long. Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peel-back/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 15 FOLLEY BALOON CATHETER THREE WAYS SIZE 16FR

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040060

Description	Unit of Measure	Quantity
FOLLEY BALOON CATHETER THREE WAYS SIZE 16FR	10PC	1

S/N	Features	Description
1	Specification	Self retaining catheters, two ways, 100% silicone coated latex medical grade. Cylindrical, with stylet, 2 opposing eyes, solid tip, valve for luer and luer-lock syringe tip, Approx. 41cm long. Individual

		blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peel-back/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 16 FOLLEY BALOON CATHETER THREE WAYS SIZE 18FR

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040061

Description	Unit of Measure	Quantity
FOLLEY BALOON CATHETER THREE WAYS SIZE 18FR	10PC	1

S/N	Features	Description
1	Specification	Self retaining catheters, Three ways, made of natural latex medical grade, Catheter for continuous irrigation, Cylindrical, 2 eyes, staggered, solid tip, funnel valve for luer and luer-lock syringe tips. Approx. 41cm long Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peel-back/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be

		submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 13 FOLEY BALLOON CATHETER 30CC 22F- STERILE- TWO WAYS

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040058

Description	Unit of Measure	Quantity
FOLEY BALLOON CATHETER 30CC 22F- STERILE- TWO WAYS	10PC	1

S/N	Features	Description
1	Specification	Self retaining catheters, two ways, 100% silicone coated latex medical grade. Cylindrical, with stylet, 2 opposing eyes, solid tip, valve for luer and luer-lock syringe tip, Approx. 41cm long. Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peel-back/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have

		TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 14 FOLLEY BALOON CATHETER 30CC, 26FR, STERILE, THREE WAYS (FOR IRRIGATION)

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040059

Description	Unit of Measure	Quantity
FOLLEY BALOON CATHETER 30CC, 26FR, STERILE, THREE WAYS (FOR IRRIGATION)	10PC	1

S/N	Features	Description
1	Specification	Self retaining catheters, two ways, 100% silicone coated latex medical grade. Cylindrical, with stylet, 2 opposing eyes, solid tip, valve for luer and luer-lock syringe tip, Approx. 41cm long. Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peel-back/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and

	units per carton.
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## Item No 76 SCALP VEIN SET 23 G

Commodity Title: Surgical scalpels or knives or blades or trephines or accessories

Commodity Code: 42291613

Commodity Group Code: 20030029

Description	Unit of Measure	Quantity
SCALP VEIN SET 23 G	100PC	1

S/N	Features	Description
1	Specification	Product features  1. Super-thin-wall needle provides larger inner diameter that enables sufficient flow and smooth infusion  2. Perfect geometry of needle profile that is individually siliconizes for sharpness and painless venipuncture  3. Wing are designed for easy gripping and fixing on patient arm.  4. Non-slippage design allows secure and safe venipuncture  5. Optimum softness of luer connectors offers firm connection with luer adaptor, three-way stopcock, syringes etc  6. Soft clear Flexible Tubing: Made up of Medical Grade PVC, kink resistant for smooth infusion  Individually blister packed using medical grade paper and plastic firm  Internationally accepted color codes to identify the gauge size  Sterile Pack - ETO sterilization according to EN 550 standards
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and

	Mft.dates, Batch No. Weight, size and
	units per carton.

#### Item No 17 FOLLEY BALOON CATHETER THREE WAYS SIZE 20FR

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040062

Description	Unit of Measure	Quantity
FOLLEY BALOON CATHETER THREE WAYS SIZE 20FR	10PC	1

## **Commodity Specification:-**

S/N	Features	Description
1	Specification	Self retaining catheters, Three ways, made of natural latex medical grade, Catheter for continuous irrigation, Cylindrical, 2 eyes, staggered, solid tip, funnel valve for luer and luer-lock syringe tips. Approx. 41cm long .Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peelback/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/18

## Item No 18 FOLLEY BALOON CATHETER THREE WAYS SIZE 22FR

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040063

Description	Unit of Measure	Quantity
FOLLEY BALOON CATHETER THREE WAYS SIZE 22FR	10PC	1

## **Commodity Specification:-**

S/N	Features	Description
1	Specification	Self retaining catheters, Three ways, made of natural latex medical grade, Catheter for continuous irrigation, Cylindrical, 2 eyes, staggered, solid tip, funnel valve for luer and luer-lock syringe tips. Approx. 41cm long .Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peelback/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/77

## Item No 77 SPINAL NEEDLES, DISPOSABLE 27G

Commodity Title: Anesthesia needles

Commodity Code: 42142502

Commodity Group Code: 20030032

Description	Unit of Measure	Quantity
SPINAL NEEDLES, DISPOSABLE 27G	50PC	1

## **Commodity Specification:-**

S/N	Features	Description
1	Specification	Needle spinal disposable, the cannula (needle)'s proximate end is with a modified Quincke point, distal end with transparent base with a female luer connection and locking mechanism between stylet and cannula. Sterilized by Ethylene oxide gas and packed individually in a peel-off pack bearing all the necessary information on the primary packaging. CE/ISO certified. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, msd logo, manufacturing and expiry dates. Sample should be submitted and must have TMDA registration
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/19

## Item No 19 FOLLEY BALOON CATHETER THREE WAYS SIZE 24FR

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040064

Description	Unit of Measure	Quantity
FOLLEY BALOON CATHETER THREE WAYS SIZE 24FR	10PC	1

# **Commodity Specification :-**

S/N	Features	Description
1	Specification	Self retaining catheters, Three ways, made of natural latex medical grade, Catheter for continuous irrigation, Cylindrical, 2 eyes, staggered, solid tip, funnel valve for luer and luer-lock syringe tips. Approx. 41cm long .Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peel-back/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/23

## Item No 23 FOLLEY BALOON CATHETER TWO WAY SIZE 8FR

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040068

Description	Unit of Measure	Quantity
FOLLEY BALOON CATHETER TWO WAY SIZE 8FR	10PC	1

	S/N	Features	Description
1		Specification	Self retaining catheters, two ways, 100% silicone coated latex medical grade.

		Cylindrical, with stylet, 2 opposing eyes, solid tip, valve for luer and luer-lock syringe tip, Approx. 41cm long. Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peel-back/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

## Item No 32 NASAL GASTRIC TUBE 6CH

Commodity Title: Nasogastric tubes

Commodity Code: 42231701

Commodity Group Code: 20040086

Description	Unit of Measure	Quantity
NASAL GASTRIC TUBE 6CH	1PC	1

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray

		line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

## Lot No 20 FOLLEY BALOON CATHETER TWO WAY SIZE 10FR

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040065

Description	Unit of Measure	Quantity
FOLLEY BALOON CATHETER TWO WAY SIZE 10FR	10PC	1

S/N	Features	Description
1	Specification	Self retaining catheters, two ways, 100% silicone coated latex medical grade. Cylindrical, with stylet, 2 opposing eyes, solid tip, valve for luer and luer-lock syringe tip, Approx. 41cm long. Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peel-back/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled

		with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

## Item No 21 FOLLEY BALOON CATHETER TWO WAY SIZE 12FR

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040066

Description	Unit of Measure	Quantity
FOLLEY BALOON CATHETER TWO WAY SIZE 12FR	10PC	1

S/N	Features	Description
1	Specification	Self retaining catheters, two ways, 100% silicone coated latex medical grade. Cylindrical, with stylet, 2 opposing eyes, solid tip, valve for luer and luer-lock syringe tip, Approx. 41cm long. Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peel-back/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo.

The carton must be well labelled with
Product name, Quantity, UOM and its
strength. Manufacturer name, Exp.and
Mft.dates, Batch No. Weight, size and
units per carton.

## Item No 31 NASAL GASTRIC TUBE 20CH

Commodity Title: Nasogastric tubes

Commodity Code: 42231701

Commodity Group Code: 20040084

Description	Unit of Measure	Quantity
NASAL GASTRIC TUBE 20CH	1PC	1

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### Item No 22 FOLLEY BALOON CATHETER TWO WAY SIZE 6FR

Commodity Title: Urethral urinary catheters

Commodity Code: 42142702

Commodity Group Code: 20040067

Description	Unit of Measure	Quantity
FOLLEY BALOON CATHETER TWO WAY SIZE 6FR	10PC	1

## **Commodity Specification:**

S/N	Features	Description
1	Specification	Self retaining catheters, two ways, 100% silicone coated latex medical grade. Cylindrical, with stylet, 2 opposing eyes, solid tip, valve for luer and luer-lock syringe tip, Approx. 41cm long. Individual blister packing, Sizes indicated with use of international recognized coding. ISO/CE certified. Packed individually in sterile peel-back/blister packs. Primary packaging should be labelled with name of primary manufacturer, lot number, manufacturing and expiry dates. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/27

#### Lot No 27 NASAL GASTRIC TUBE 10CH

Commodity Title: Nasogastric tubes

Commodity Code: 42231701

Commodity Group Code: 20040080

Description	Unit of Measure	Quantity
NASAL GASTRIC TUBE 10CH	1PC	1

#### **Commodity Specification:-**

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/79

# Item No 79 SPINAL NEEDLES, DISPOSABLE, 19G

Commodity Title: Spinal trays or needles

Commodity Code: 42142514

Commodity Group Code: 20030034

Description Unit of	nit of Measure	Quantity
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SPINAL NEEDLES, DISPOSABLE, 19G	50PC	1

## **Commodity Specification:-**

S/N	Features	Description
1	Specification	Needle spinal disposable, the cannula (needle)'s proximate end is with a modified Quincke point, distal end with transparent base with a female luer connection and locking mechanism between stylet and cannula. Sterilized by Ethylene oxide gas and packed individually in a peel-off pack bearing all the necessary information on the primary packaging. CE/ISO certified. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, msd logo, manufacturing and expiry dates. Sample should be submitted and must have TMDA registration
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

## LOT NO. FA/2023/2024/TR177/G/122/24

## Item No 24 LARYNGO MASK AIRWAY SIZE 1.5

Commodity Title: Laryngeal or oropharyngial exam specula

Commodity Code: 42182006

Commodity Group Code: 20040074

Description	Unit of Measure	Quantity
LARYNGEAL MASK AIRWAY SIZE 1.5	PC	1

S/N	Features	Description
1	Specification	1. Manufactured from high quality PVC Clear tube to allow for early detection of fluids PVC disposable, use only once to avoid cross containmination 2. Latex free 3. Highly visible non-removable blue ink printing for easy measurement 4. High quality 15mm connector 5. Classic cuff shape 6. Touch sensitive pilot balloon for accurate cuff pressure 7. Sizes: 1.5 pediatric 8. Efficient ventilation 9. Fits in every emergency bag
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

## Item No 30 NASAL GASTRIC TUBE 18CH

Commodity Title: Nasogastric tubes

Commodity Code: 42231701

Commodity Group Code: 20040083

Description	Unit of Measure	Quantity
NASAL GASTRIC TUBE 18CH	10PC	1

S/N	Features	Description	
1	Specification Soft rounded tip for atraumatic introduction, frosted surface eli		
		needs for lubricant, Lateral four eyes for	
		efficient aspiration and administration,	
		connector with external fitting plug (cap)	

		for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

## Item No 25 LARYNGO MASK AIRWAY SIZE 4

Commodity Title: Laryngeal or oropharyngial exam specula

Commodity Code: 42182006

Commodity Group Code: 20040077

Description	Unit of Measure	Quantity
LARYNGEAL MASK AIRWAY SIZE 4	1PC	1

S/N	Features	Description
1	Specification	1. Manufactured from high quality PVC Clear tube to allow for early detection of fluids PVC disposable, use only once to avoid cross containmination 2. Latex free 3. Highly visible non-removable blue ink printing for easy measurement 4. High quality 15mm connector 5. Classic cuff shape

		6. Touch sensitive pilot balloon for accurate cuff pressure 7. Sizes: 4 adults 8. Efficient ventilation 9. Fits in every emergency bag
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 82 SPINAL NEEDLES, DISPOSABLE, 22G

Commodity Title: Spinal trays or needles

Commodity Code: 42142514

Commodity Group Code: 20030036

Description	Unit of Measure	Quantity
SPINAL NEEDLES, DISPOSABLE, 22G	50PC	1

S/N	Features	Description
1	Specification	Needle spinal disposable, the cannula (needle)'s proximate end is with a modified Quincke point, distal end with transparent base with a female luer connection and locking mechanism between stylet and cannula. Sterilized by Ethylene oxide gas and packed individually in a peel-off pack bearing all the necessary information on the primary packaging. CE/ISO certified. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, msd logo, manufacturing and expiry dates. Sample should be submitted and must have TMDA registration
2	Identification Mark	All packaging used should be labelled

		with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

## Item No 26 LARYNGO MASK AIWAY SIZE 2.5

Commodity Title: Laryngeal or oropharyngial exam specula

Commodity Code: 42182006

Commodity Group Code: 20040079

Description	Unit of Measure	Quantity
LARYNGEAL MASK AIRWAY SIZE 2.5	1PC	1

S/N	Features	Description
1	Specification	1. Manufactured from high quality PVC Clear tube to allow for early detection of fluids PVC disposable, use only once to avoid cross containmination 2. Latex free 3. Highly visible non-removable blue ink printing for easy measurement 4. High quality 15mm connector 5. Classic cuff shape 6. Touch sensitive pilot balloon for accurate cuff pressure 7. Sizes: 2.5 8. Efficient ventilation 9. Fits in every emergency bag
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.

3	Shipping Carton	Five ply carton with MSD and GOT logo.
		The carton must be well labelled with
		Product name, Quantity, UOM and its
		strength. Manufacturer name, Exp.and
		Mft.dates, Batch No. Weight, size and
		units per carton.

## Item No 28 NASAL GASTRIC TUBE 14CH

Commodity Title: Nasogastric tubes

Commodity Code: 42231701

Commodity Group Code: 20040081

Description	Unit of Measure	Quantity
NASAL GASTRIC TUBE 14CH	1PC	1

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and

		units per carton.
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## Item No 82 SPINAL NEEDLES, DISPOSABLE, 23G

Commodity Title: Spinal trays or needles

Commodity Code: 42142514

Commodity Group Code: 20030037

Description	Unit of Measure	Quantity
SPINAL NEEDLES, DISPOSABLE, 23G	50PC	1

## **Commodity Specification:**

S/N	Features	Description
1	Specification	Needle spinal disposable, the cannula (needle)'s proximate end is with a modified Quincke point, distal end with transparent base with a female luer connection and locking mechanism between stylet and cannula. Sterilized by Ethylene oxide gas and packed individually in a peel-off pack bearing all the necessary information on the primary packaging. CE/ISO certified. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, msd logo, manufacturing and expiry dates. Sample should be submitted and must have TMDA registration
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

LOT NO. FA/2023/2024/TR177/G/122/29

Item No 29 NASAL GASTRIC TUBE 16CH

Commodity Title: Nasogastric tubes

Commodity Code: 42231701

Commodity Group Code: 20040082

Description	Unit of Measure	Quantity
NASAL GASTRIC TUBE 16CH	10PC	1

## **Commodity Specification:**

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/33

## Item No 33 NASAL GASTRIC TUBE 8CH

Commodity Title: Medical nasal cannulae

Commodity Code: 42271709

Commodity Group Code: 20040087

Description	Unit of Measure	Quantity
NASAL GASTRIC TUBE 8CH	1PC	1

## **Commodity Specification:**

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/34

## Item No 34 NASAL GASTRIC TUBE NO.11

Commodity Title : Nasogastric tubes

Commodity Code: 42231701

Commodity Group Code: 20040088

Description	Unit of Measure	Quantity

NASAL GASTRIC TUBE NO.11	1PC	1

# **Commodity Specification :-**

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

Commodity Title: Nasogastric tubes

Commodity Code: 42231701

Commodity Group Code: 20040088

Description	Unit of Measure	Quantity
NASAL GASTRIC TUBE NO.11	1PC	1

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates

		needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

## Item No 35 NASAL GASTRIC TUBE NO.12

Commodity Title: Nasogastric tubes

Commodity Code: 42231701

Commodity Group Code: 20040089

Description	Unit of Measure	Quantity
NASAL GASTRIC TUBE NO.12	10PC	1

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe

		or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

## Item No 87 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 4

Commodity Title : Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code: 20040039

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 4	20PC	1

S/N	Features	Description
1	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
2	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic

		tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted
3	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.

# Item No 83 SPINAL NEEDLES, DISPOSABLE, 25G

Commodity Title: Spinal trays or needles

Commodity Code: 42142514

Commodity Group Code: 20030038

Description	Unit of Measure	Quantity
SPINAL NEEDLES, DISPOSABLE, 25G	50PC	1

S/N	Features	Description
1	Specification	Needle spinal disposable, the cannula (needle)'s proximate end is with a modified Quincke point, distal end with transparent base with a female luer connection and locking mechanism between stylet and cannula. Sterilized by Ethylene oxide gas and packed individually in a peel-off pack bearing all the necessary information on the primary packaging. CE/ISO certified. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, msd logo, manufacturing and expiry dates. Sample should be submitted and must have TMDA registration
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and

		expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### Item No 36 NASAL GASTRIC TUBE NO.4

Commodity Title : Nasogastric tubes

Commodity Code: 42231701

Commodity Group Code: 20040090

Description	Unit of Measure	Quantity
NASAL GASTRIC TUBE NO.4	10PC	1

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.

3	Shipping Carton	Five ply carton with MSD and GOT logo.  The carton must be well labelled with
		Product name, Quantity, UOM and its
		strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and
		units per carton.

## Item No 40 NASOPHARYNGEAL (AIRWAY) SIZE 6

Commodity Title: Nasopharyngeal tubes

Commodity Code: 42271912

Commodity Group Code: 20040096

Description	Unit of Measure	Quantity
NASOPHARYNGEAL (AIRWAY) SIZE 6	1PC	1

## **Commodity Specification:**

S/N	Features	Description
1	Specification	<ol> <li>Made of medical soft PVC ,non-toxic.</li> <li>latex free</li> <li>Smooth suface permits easy insertion and withdraeal</li> <li>Rounded tip for increased patient comfort.</li> <li>Single use.</li> <li>Sterilized by EO gas.</li> <li>Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.</li> </ol>
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/37

## Item No 37 NASOPHARYNGEAL (AIRWAY) SIZE 4

Commodity Title: Nasogastric tubes

Commodity Code: 42231701

Commodity Group Code: 20040090

Description	Unit of Measure	Quantity
NASAL GASTRIC TUBE NO.4	10PC	1

## **Commodity Specification:-**

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

Commodity Title: Nasopharyngeal tubes

Commodity Code: 42271912

Commodity Group Code: 20040093

Description	Unit of Measure	Quantity
NASOPHARYNGEAL (AIRWAY) SIZE 4	1PC	1

## **Commodity Specification:-**

S/N	Features	Description
1	Specification	<ol> <li>Made of medical soft PVC ,non-toxic.</li> <li>latex free</li> <li>Smooth suface permits easy insertion and withdraeal</li> <li>Rounded tip for increased patient comfort.</li> <li>Single use.</li> <li>Sterilized by EO gas.</li> <li>Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.</li> </ol>
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/38

# Item No 38 NASOPHARYNGEAL (AIRWAY) SIZE 3

Commodity Title: Nasopharyngeal tubes

Commodity Code: 42271912

Commodity Group Code: 20040094

Description	Unit of Measure	Quantity
NASOPHARYNGEAL (AIRWAY) SIZE 3	1PC	1

S/N	Features	Description
1	Specification	<ol> <li>Made of medical soft PVC ,non-toxic.</li> <li>latex free</li> <li>Smooth suface permits easy insertion and withdraeal</li> <li>Rounded tip for increased patient comfort.</li> <li>Single use.</li> <li>Sterilized by EO gas.</li> <li>Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.</li> </ol>
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 39 NASOPHARYNGEAL (AIRWAY) SIZE 5

Commodity Title: Nasopharyngeal tubes

Commodity Code: 42271912

Commodity Group Code: 20040095

Description	Unit of Measure	Quantity
NASOPHARYNGEAL (AIRWAY) SIZE 5	1PC	1

S/N	Features	Description
1	Specification	<ol> <li>Made of medical soft PVC ,non-toxic.</li> <li>latex free</li> <li>Smooth suface permits easy insertion and withdraeal</li> <li>Rounded tip for increased patient</li> </ol>

		comfort. 5. Single use. 6. Sterilized by EO gas. 7. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 84 SCALP VEIN SET 21 G

Commodity Title: Surgical scalpels or knives or blades or trephines or accessories

Commodity Code: 42291613

Commodity Group Code: 20030060

Description	Unit of Measure	Quantity
SCALP VEIN SET 21 G	100PC	1

S/N	Features	Description
1	Specification	Product features 1.Super-thin-wall needle provides larger inner diameter that enables sufficient flow and smooth infusion 2. Perfect geometry of needle profile that is individually siliconizes for sharpness and painless venipuncture 3. Wing are designed for easy gripping and fixing on patient arm. 4. Non-slippage design allows secure and safe venipuncture 5. Optimum softness of luer connectors offers firm connection with luer adaptor,

		three-way stopcock, syringes etc 6. Soft clear Flexible Tubing: Made up of Medical Grade PVC, kink resistant for smooth infusion Individually blister packed using medical grade paper and plastic firm Internationally accepted color codes to identify the gauge size Sterile Pack - ETO sterilization according to EN 550 standards
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

## Item No 92 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 6.5

Commodity Title : Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code: 20040044

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 6.5	20PC	1

S/N	Features	Description
1	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary

		manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

## Item No 41 NEONATE FEEDING TUBE 3.5 FG

Commodity Title: Intravenous tubing with catheter administration kits

Commodity Code: 42221614

Commodity Group Code: 20040098

Description	Unit of Measure	Quantity
NEONATE FEEDING TUBE 3.5 FG	10PC	1

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled

		with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 42 OROPHARYNGEAL (AIRWAY SIZE 0)

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code : 20040102

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 0)	10PC	1

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 0, sterile, single patient use
		Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 0, Length approximately 50mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product,

		Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 93 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 7

Commodity Title: Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code: 20040045

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 7	20PC	1

S/N	Features	Description	
1	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted	
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country o origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.	
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and	

	Mft.dates, Batch No. Weight, size and units per carton.
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## Item No 43 OROPHARYNGEAL (AIRWAY SIZE 1)

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040103

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 1)	10PC	1

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 1, sterile, single patient use
		Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 1, length approximately 60mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040103

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 1)	10PC	1

## **Commodity Specification:-**

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 1, sterile, single patient use
		Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 1, length approximately 60mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040103

Description	Unit of Measure	Quantity
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OROPHARYNGEAL (AIRWAY SIZE 1)	1PC	1
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# **Commodity Specification:-**

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 1, sterile, single patient use  Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with
		corresponding size number. Size: Airway Guedel, size 1, length approximately 60mm.  Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/85

# Item No 85 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 3

Commodity Title: Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code: 20040037

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 3	1TU	1

#### **Commodity Specification:-**

S/N	Features	Description
1	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/44

# Item No 44 OROPHARYNGEAL (AIRWAY SIZE 10)

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040104

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 10)	10PC	1

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 10, sterile, single patient use

		Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 10, approximately 130mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040104

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 10)	10PC	1

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 10, sterile, single patient use
		Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 10,

		approximately 130mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 86 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 3.5

Commodity Title: Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code: 20040038

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 3.5	20PC	1

S/N	Features	Description
1	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted

2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 45 OROPHARYNGEAL (AIRWAY SIZE 2)

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040105

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 2)	10PC	1

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 2, sterile, single patient use
		Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 2, Length approximately 70mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also

		have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### Item No 48 OROPHARYNGEAL (AIRWAY SIZE 5)

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040108

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 5)	10PC	1

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 5, sterile, single patient use
		Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 5, approximately 100mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.

3	Shipping Carton	Five ply carton with MSD and GOT logo.	
		The carton must be well labelled with	
		Product name, Quantity, UOM and its	
		strength. Manufacturer name, Exp.and	
		Mft.dates, Batch No. Weight, size and	
		units per carton.	

# Item No 88 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 4.5

Commodity Title : Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code : 20040040

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 4.5	20PC	1

S/N	Features	Description
1	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### Item No 46 OROPHARYNGEAL (AIRWAY SIZE 3)

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040106

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 3)	10PC	1

#### **Commodity Specification:-**

S/N Features		Description
1	Specification	General Description: Airway, Guedel, size 3, sterile, single patient use
		Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 3, Length approximately 80mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040105

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 2)	10PC	1

#### **Commodity Specification:**

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 2, sterile, single patient use  Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced.
		Flange colour coded and/or marked with corresponding size number.  Size: Airway Guedel, size 2, Length approximately 70mm.  Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC).  Sterile, single patient use.  Initial sterilisation method: Ethylene oxide gas or gamma radiation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/89

# Item 89 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 5

Commodity Title : Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code: 20040041

Description	Unit of Measure	Quantity

ENDOTRACHEAL TUBE DISPOSABLE, SIZE 5	20PC	1

#### **Commodity Specification:**

S/N	Features	Description
1	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/47

#### Item No 47 OROPHARYNGEAL (AIRWAY SIZE 4)

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040107

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 4)	10PC	1

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 4, sterile, single patient use  Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 4,
		approximately 90mm.  Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC).  Sterile, single patient use.  Initial sterilisation method: Ethylene oxide gas or gamma radiation
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 90

Commodity Title : Endotracheal tubes

Commodity Code: 42271903

 $Commodity\ Group\ Code: 20040042$ 

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 5.5	20PC	1

S/N	Features	Description
1	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with

		connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 49 OROPHARYNGEAL (AIRWAY SIZE 7)

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040110

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 7)	10PC	1

S/N	Features	Description
1	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
2	Specification	"General Description:

		<u> </u>
		Airway, Guedel, size 7, sterile, single patient use
		Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 7, approximately 120mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation
		Shelf life: Minimum 60 months
		Storage and transportation: Avoid Storage at extreme temperatures and humidity levels. Check the integrity of each unit before use.
		Packaging and labeling: Primary packaging: Unit of use One (1) airway Guedel in a plastic bag.
		Weight and volume Estimated weight: 0.020kg Estimated volume: 0.28cdm
		Instructions for Use An airway adjunct used for the purpose of maintaining patency of a patient's airway, preventing the tongue from covering the epiglottis. Used in emergency care for short term airway management or for use during anesthesia. Correct size selected by measuring the distance between the first incisors and the angle of the jaw."
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 91 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 6

Commodity Title: Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code: 20040043

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 6	20PC	1

#### **Commodity Specification:-**

S/N	Features	Description
1	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.
2	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted
3	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.

#### LOT NO. FA/2023/2024/TR177/G/122/54

## Item No 54 OXYGEN NASAL PRONGS - DISPOSABLE (CHILDREN)

Commodity Title: Oxygen therapy delivery systems and devices

Commodity Code: 42271700

Commodity Group Code: 20040115

Description Unit of M	leasure Quantity
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OXYGEN NASAL PRONGS - DISPOSABLE (CHILDREN)	1PC	1

S/N	Features	Description
	Specification	A thin, plastic tube that delivers oxygen directly into the nose through two small prongs. It's used in Childre as a type of respiratory support.  It designed for short-term or post-operative oxygen patients and provides maximum freedom to the patient and leaves the patient's mouth free for nutrition & communication.  Features  Manufactured from soft, non-toxic PVC.  Twin nasal prongs are designed to ensure equal volume of oxygen to both air passages.  Straight, non-flared nasal prongs ensure consistent delivery of oxygen.  Over- the-ear style with soft flexible nasal prongs for patient comfort.  Over-the-ear adjustable slide moves smoothly, yet provides a secure and comfortable fit while allowing maximum freedom of movement.  Collapse-resistant star-lumen ensures the supply of oxygen even if the tube kinks accidentally.  Soft funnel shape universal connector facilitates easy connection to the oxygen sources.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its

units per carton.
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#### Item No 56 PLASTIC TRACHEOSTOMY TUBE WITH INNER CANULA SIZE 5

Commodity Title: Tracheostomy tubes

Commodity Code: 42271904

Commodity Group Code: 20040119

Description	Unit of Measure	Quantity
PLASTIC TRACHEOSTOMY TUBE WITH INNER CANULA SIZE 5	1PC	1

#### **Commodity Specification:**

S/N	Features	Description
1	Specification	Descriptions: Designed to establish and maintain an airway in case of emergency atraumatic. Made from non-toxic, clear, medicalgrade PVC material Full-length Radioopaque line aids the assessment of exact location of the tube. Rounded and smooth tip of the obturator minimizes tissue injury during intubation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

LOT NO. FA/2023/2024/TR177/G/122/94

Item No 94 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 7.5

Commodity Title : Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code: 20040046

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 7.5	20PC	1

#### **Commodity Specification:**

S/N	Features	Description
1	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/50

# Item No 50 OROPHARYNGEAL (AIRWAY SIZE 8.0)

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040111

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 8.0)	10PC	1

#### **Commodity Specification:**

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 8, sterile, single patient use
		Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 8, approximately 125mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/51

# Item No 51 OROPHARYNGEAL (AIRWAY SIZE 8.5)

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040112

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 8.5)	10PC	1

# **Commodity Specification:-**

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 8.5, sterile, single patient use  Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 9, approximately 130mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use.
2	Identification Mark	Initial sterilisation method: Ethylene oxide gas or gamma radiation  All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/57

# Item No 57 PLASTIC TRACHEOSTOMY TUBE WITH INNER CANULA SIZE 6

Commodity Title: Tracheostomy tubes

Commodity Code: 42271904

 $Commodity\ Group\ Code: 20040120$ 

Description	Unit of Measure	Quantity
PLASTIC TRACHEOSTOMY TUBE WITH INNER CANULA SIZE 6	1PC	1

S/N	Features	Description
1	Specification	Descriptions: Designed to establish and maintain an airway in case of emergency atraumatic. Made from non-toxic ,clear ,medicalgrade PVC material Full-length Radioopaque line aids the assessment of exact location of the tube. Rounded and smooth tip of the obturator minimizes tissue injury during intubation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 95 ENDOTRACHEAL TUBE DISPOSABLE, SIZE 8

Commodity Title: Endotracheal tubes

Commodity Code: 42271903

Commodity Group Code: 20040047

Description	Unit of Measure	Quantity
ENDOTRACHEAL TUBE DISPOSABLE, SIZE 8	20PC	1

S/N	Features	Description
1	Specification	100% silicone with preformed cuff, fluted inner surface of the tube, fixed with connector. Colourless pilot balloon, two-way stop corks with locking mechanism

		and luer-lock adapter. Cupped atraumatic tip, graduated, black position indicator for correct tube placement. Continuous x-ray marker, latex free, sterile and disposable. For oral intubation, One eye murph. Individual blister pack, 20pcs in an inner box. CE/ISO certified. Primary packaging should be labelled with name of primary manufacturer and country of origin, msd logo, lot number, manufacturing and expiry dates. Sample should be submitted
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### Item No 53 OXYGEN NASAL PRONGS

Commodity Title: Oxygen therapy delivery systems and devices

Commodity Code: 42271700

Commodity Group Code: 20040114

Description	Unit of Measure	Quantity
OXYGEN NASAL PRONGS- DISPOSABLE (ADULT)	1PC	1

S/N	Features	Description
1	Specification	A thin, plastic tube that delivers oxygen directly into the nose through two small prongs. It's used in adult as a type of respiratory support.  It designed for short-term or post-operative oxygen patients and provides maximum freedom to the patient and leaves the patient's mouth free for nutrition & communication.  Features

		Manufactured from soft, non-toxic PVC. Twin nasal prongs are designed to ensure equal volume of oxygen to both air passages. Straight, non-flared nasal prongs ensure consistent delivery of oxygen. Over- the-ear style with soft flexible nasal prongs for patient comfort. Over-the-ear adjustable slide moves smoothly, yet provides a secure and comfortable fit while allowing maximum freedom of movement. Collapse-resistant star-lumen ensures the supply of oxygen even if the tube kinks accidentally. Soft funnel shape universal connector facilitates easy connection to the oxygen sources.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 52 OROPHARYNGEAL (AIRWAY SIZE 9)

Commodity Title: Emergency medical services oropharyngeal airway or intubation kits

Commodity Code: 42171801

Commodity Group Code: 20040113

Description	Unit of Measure	Quantity
OROPHARYNGEAL (AIRWAY SIZE 9)	10PC	1

S/N	Features	Description
1	Specification	General Description: Airway, Guedel, size 9, sterile, single patient use

		Technical specifications: Oro-pharyngeal airway, Guedel type. Semi-rigid, transparent. Proximal (or buccal) end straight and reinforced. Flange colour coded and/or marked with corresponding size number. Size: Airway Guedel, size 9, approximately 130mm. Material: Polyethylene/vinyl acetate (EVA) - Polyvinyl chloride (PVC). Sterile, single patient use. Initial sterilisation method: Ethylene oxide gas or gamma radiation
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### Item No 96 FEEDING TUBE SIZE 12

Commodity Title: Enteral feeding administration sets

Commodity Code: 42231502

Commodity Group Code: 20040049

Description	Unit of Measure	Quantity
FEEDING TUBE SIZE 12	50PC	1

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be

		Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 59 FEEDING CUPS (NIFTY CUP)

Commodity Title: Cups or mugs for the physically challenged

Commodity Code: 42211905

Commodity Group Code: 20030086

Description	Unit of Measure	Quantity
FEEDING CUPS	1PC	1

S/N	Features	Description
1	Specification	Material: transparent silicone or polypropylene Soft feeding reservoir at the tip to allow babies with breastfeeding difficulties to lap milk and to control the pace of their feeding. Allows for expression of breast milk directly into the feeding cup. Volume capacity: 35 ml Indelible embossed graduation for each 5 ml on side of a cup. Reusable, boilable and autoclavable at 121°C.

		Not to be used for medicine administration.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo.Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# Item No 55 PLASTIC TRACHEOSTOMY TUBE WITH INNER CANNULA SIZE 8

Commodity Title: Tracheostomy tubes

Commodity Code: 42271904

Commodity Group Code: 20040118

Description	Unit of Measure	Quantity
PLASTIC TRACHEOSTOMY TUBE WITH INNER CANNULA SIZE 8	1PC	1

S/N	Features	Description
1	Specification	Descriptions: Designed to establish and maintain an airway in case of emergency atraumatic. Made from non-toxic ,clear ,medicalgrade PVC material Full-length Radioopaque line aids the assessment of exact location of the tube. Rounded and smooth tip of the obturator minimizes tissue injury during intubation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and

		expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### Item No 58 PLASTIC TRACHEOSTOMY TUBE WITH INNER CANULA SIZE 7

Commodity Title: Tracheostomy tubes

Commodity Code: 42271904

Commodity Group Code: 20040121

Description	Unit of Measure	Quantity
PLASTIC TRACHEOSTOMY TUBE WITH INNER CANULA SIZE 7	1PC	1

S/N	Features	Description
1	Specification	Descriptions: Designed to establish and maintain an airway in case of emergency atraumatic. Made from non-toxic, clear, medicalgrade PVC material Full-length Radioopaque line aids the assessment of exact location of the tube. Rounded and smooth tip of the obturator minimizes tissue injury during intubation.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.

3	Shipping Carton	Five ply carton with MSD and GOT logo.  The carton must be well labelled with
		Product name, Quantity, UOM and its
		strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and
		units per carton.

#### Item No 97 FEEDING TUBE SIZE 16

Commodity Title: Enteral feeding administration sets

Commodity Code: 42231502

Commodity Group Code: 20040050

Description	Unit of Measure	Quantity
FEEDING TUBE SIZE 16	50PC	1

S/N	Features	Description
1	Specification	Soft rounded tip for atraumatic introduction, frosted surface eliminates needs for lubricant, Lateral four eyes for efficient aspiration and administration, connector with external fitting plug (cap) for hygienic protection against reflux and contamination, connector fits luer syringe or administration lines(pumps). Should be Marked and numbered 5cm from distal end. Made of polyvinyl chloride, medical grade. Hardness: Shore A 80. With X-ray line. Single peel back/blister packed, sterilized by ethylene oxide. Primary packaging should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates. ISO/CE certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and

units per carton.
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# Item No 60 GLOVES GYNAECOLOGICAL DISPOSABLE (LARGE) SIZE 8

Commodity Title: Medical exam or non surgical procedure gloves

Commodity Code: 42132203

Commodity Group Code: 20020023

Description	Unit of Measure	Quantity
GLOVES GYNAECOLOGICAL DISPOSABLE (LARGE) SIZE 8	50PR	1

#### **Commodity Specification:-**

S/N	Features	Description
1	Specification	Natural rubber latex, Long sleeved sterile gynaecological/obstetrical gloves, with ending reinforced band, closely fits the morphology of the hand. The interior surface must be finely coated with powder. Total length minimum 500mm, width 108 (tolerance + - 5mm), Thickness 0.12mm, disposable, sterile. Packed in sterile peel-back/blister packs. Primary packaging should be labelled with name of manufacturer and country of origin,msd logo, lot number, manufacturing and expiry dates. ISO/CE certified. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

LOT NO. FA/2023/2024/TR177/G/122/63

#### Item No 63 GLOVES SURGICAL LATEX RUBBER STERILE SIZE 7

Commodity Title : Surgical gloves

Commodity Code: 42132205

Commodity Group Code: 20020027

Description	Unit of Measure	Quantity
GLOVES SURGICAL LATEX RUBBER STERILE SIZE 7	50PR	1

#### **Commodity Specification:**

S/N	Features	Description
1	Specification	Sterile with clear indication of manufacturer, manufacturing/ sterilization date and expiry date. Tested according to ASTM D3577 or similar with an AQL of not more than 1.5; and the level of latex protein not exceeding 200mg/g., not less than 300mm total length unstretched. Packed in sterile peel-back/blister or Ribbon packs. Both Primary and secondary packaging should be labelled with MSD logo, size of the glove, name of primary manufacturer, lot number, manufacturing and expiry dates. ISO/CE mark and certified.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

#### LOT NO. FA/2023/2024/TR177/G/122/61

# Item No 61 GLOVES GYNAECOLOGICAL DISPOSABLE (MEDIUM) SIZE 7.5

Commodity Title: Medical exam or non surgical procedure gloves

Commodity Code: 42132203

Commodity Group Code: 20020024

Description	Unit of Measure	Quantity
GLOVES GYNAECOLOGICAL DISPOSABLE (MEDIUM) SIZE 7.5	50PR	1

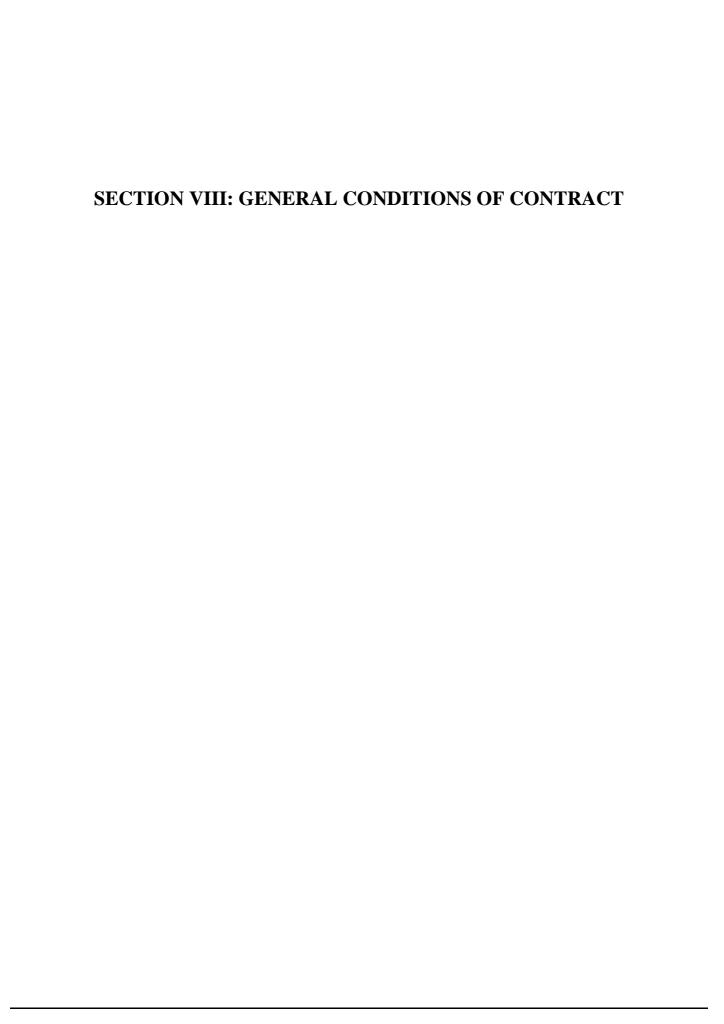
S/N	Features	Description
1	Specification	Natural rubber latex, Long sleeved sterile gynaecological/obstetrical gloves, with ending reinforced band, closely fits the morphology of the hand. The interior surface must be finely coated with powder. Total length minimum 500mm, width 108 (tolerance + - 5mm), Thickness 0.12mm, disposable, sterile. Packed in sterile peel-back/blister packs. Primary packaging should be labelled with name of manufacturer and country of origin,msd logo, lot number, manufacturing and expiry dates. ISO/CE certified. Sample should be submitted.
2	Identification Mark	All packaging used should be labelled with name of manufacturer and country of origin, lot number, manufacturing and expiry dates and msd logo. Should also have instructions to use the product, Should be ISO/CE certified. Should have TMDA registration.
3	Shipping Carton	Five ply carton with MSD and GOT logo. The carton must be well labelled with Product name, Quantity, UOM and its strength. Manufacturer name, Exp.and Mft.dates, Batch No. Weight, size and units per carton.

# **Delivery Schedule**

Tender Description: Supply of Medical Supplies From Manufacturers under Framework Agreement	
<b>Tender No:</b> FA/2023/2024/TR177/G/122	
Specific item(s) delivery schedule will be specified on the issuance of the call-off order.	

# **Inspection and Tests**

<b>Tender Description:</b> Supply of Medical Supplies From Manufacturers under Framework Agreement <b>Tender No:</b> FA/2023/2024/TR177/G/122					
Inspection and Tests for specific item(s) will be known on the issuance of the call-off order.					



# **General Conditions of Contract**

S/N	GCC Clause	GCC Clause	GCC Clause Description
5/14	JCC Clause	Number	GGG Chause Description
1	Definitions	1.1	In this Contract, the following terms shall be interpreted
1.			as indicated:  a) "The Arbitrator" is the person appointed by the
			appointing authority specified in the SCC, to resolve
			contractual disputes.
			b) "The Contract" means the agreement entered into
			between the Purchaser and the Supplier, as recorded in
			the Contract Form signed by the parties, including all attachments and appendices thereto and all documents
			incorporated by reference therein.
			c) "Completion" means the fulfilment of the related
			services by the Supplier in accordance with the terms and
			conditions set forth in the contract
			d) "The Contract Price" means the price payable to the Supplier as specified under the Contract, subject to such
			additions and adjustment here to or deduction there from
			as may be made pursuant to the contract for the full and
			proper performance of its contractual obligations.
			e) "Delivery" means the transfer of the goods from the
			supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser
			under Contract.
			f) "Effective Date" means the date on which this Contract
			becomes effective pursuant to GCC 11.2.
			g) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the
			specified institution.
			h) "End User" means the organization(s) where the goods
			will be used, as named in the SCC.
			i) "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the
			Supplier's fault or negligence and not foreseeable, is
			unavoidable, and is not due to negligence or lack of care
			on the part of the Supplier.
			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.
			"The Goods" means all of the pharmaceuticals,
			medical equipment and supplies, Laboratory equipment
			and reagents, Diagnostic and medical imaging, or
			nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is
			required to supply to the Purchaser under the Contract.
			m) "The Final Destination " where applicable, means the
			place or places named in the SCC.
			n) "The Related Services" means those services ancillary
		<u> </u>	to the supply of the Goods, such as transportation and

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			insurance, and any other incidental services, such as
			installation, commissioning, provision of technical
			assistance, training, initial maintenance and other such
			obligations of the Supplier covered under the Contract.
			o) "GCC" means the General Conditions of Contract
			contained in this section.
			p) "SCC" means the Special Conditions of Contract.
			q)"The Procuring Entity" means the entity purchasing the
			Goods and related service, as named in SCC.
			r) "The Supplier" means the individual private or
			government entity or a combination of the above whose
			tender to perform the contract has been accepted by the
			Purchaser and is named as such in the Contract
			Agreement, and includes the legal successors or
			permitted assigns of the supplier.
			s) "The Project Site" where applicable, means the place
			or places named in SCC.
			t) "Call-Off Order" is a particular order within a
			Framework Agreement indicating the quantity and timing
			of supplies to be supplied by the Supplier to the
			Purchaser.
			u) "The Framework Agreement" is the agreement with
			suppliers, the purpose of which is to establish the terms
			governing contracts to be awarded during a given period,
			in particular with regard to price and quantity; this
			agreement sets out terms and conditions under which
			specific purchases (call –offs) can be made throughout
			the term of the Agreement.
			v) "Standing Offer" mean the Supplier agrees to provide
			the Goods from time to time and when authorized by the
			Purchaser by the issue of Call –off order. The Supplier
			agrees that the Purchaser is not obliged to order a specific
			number of, or any, Goods during the term of the Contract
			w) "Day" means calendar day.
			x) "Project Manager" is the person (or any other
			competent person appointed by the Employer and
			notified to the Contractor, to act in replacement of the
			Project Manager) who is responsible for supervising the
			execution of the Works and administering the Contract.
			Details of the project manager will be available in the
			Contract Finalization Information Section in the Contract
			Agreement.
2.	Application	2.1	These General Conditions shall apply and govern each of
<b>_</b>	Tippiicuuoii		the call-off orders made by the Purchaser throughout the
			period of the Framework Agreement.
		2.2	In interpreting these Conditions of Contract headings and
		2.2	marginal notes are used for convenience only and shall
			not affect their interpretations unless specifically stated;
			references to singular include the plural and vice versa;
			and masculine include the feminine. Words have their
			ordinary meaning under the language of the Contract
			unless specifically defined
		2.3	If any of the Contract Documents, correspondence or
			communications are prepared in any language other than
			the governing language under GCC 2.1 above, the
			English translation of such documents, correspondence or
			communications shall prevail in matters of interpretation.
		2.4	The documents forming the Contract shall be interpreted
			in the following order of priority:
			a) Form of Agreement,
1			b) Letter of Acceptance
			c) Negotiation Minutes (if any)

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			d) Form of Tender e) Special Conditions of Contract, f) General Conditions of Contract, g) Specifications h) Completed Schedules (including Price Schedules), and i) Any other document listed in the SCC as forming part of the Contract.
3.	Nature and Period of Contract	3.1	The type of Contract is a Framework Agreement
		3.2	The Contract is a Framework Agreement, the Period of the Contract is Stated in the SCC. The Contract shall Commence in accordance with the nomination in the SCC, being either a specific date or the Date of acceptance
4.	Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in SCC. Subject to GCC Clause 32, the version of the Contract written in the specified language shall govern its interpretation.
5.	Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in SCC.
6.	Country of Origin	6.1	The origin of Goods and Services is distinct from the nationality of the Supplier.
		6.2	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.
7.	Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
8.	Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania	8.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.  The Supplier shall not, without the Purchaser's prior
		6.2	written consent, make use of any document or information enumerated in GCC Clause 8.1 except for purposes of performing the Contract.
		8.3	Any document, other than the Contract itself, enumerated in GCC Clause 8.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
		8.4	The Supplier shall permit the Government of the United Republic of Tanzania or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the United Republic of Tanzania or / and the appropriate donor agencies, if so required by the Government of the United Republic of Tanzania or / and

			the appropriate donor agencies.
9.	Patent and Copy Rights	9.1	The Supplier shall, subject to the Purchaser's compliance with GCC18.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:  a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and b) the sale in any country of the products produced by the Goods.  Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
		9.2	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC18.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.  If the Supplier fails to notify the Purchaser within
			twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
		9.4	The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
		9.5	The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
10.	Performance Security/Performance Securing Declaration	10.1	The Performance Securing declaration or Performance Security shall be provided to the Purchaser no later than the date specified in the Letter of Acceptance and/or Call Off Order(s). In the case of Performance Security, it shall be issued in an amount and form and by a bank or surety acceptable to the Purchaser, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC
		10.2	The proceeds of the performance security shall be

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			payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The performance security will be discharged by the Purchaser and returned to the Supplier not later than
			thirty (30) days following the date of completion of the
			Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise
	-	10.4	specified in SCC.  Where circumstances necessitate the amendment of the
		10.4	contract after signature, and such amendment is affected, the Purchaser shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent for the Unconditional Bank Guarantee or 15% for Surety Bond of the initial Contract Price.
		10.5	In the case of Performance Securing Declaration, it shall
			remain in force until completion of the Supplier's performance obligations under the Contract, and in the event the Supplier failing to perform the obligations under the Contract, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement Regulatory Authority.
			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:
11. In	nspections and Tests	11.1	The Supplier shall at its own expense and at no cost to
			the Purchaser carry out all such tests and/or inspections of the Goods and Related Services after issuance of Call Off Order.
		11.2	The inspections and tests may be conducted on the premises of the Supplier or the manufacturer, at point of
			delivery, and/or at the Goods" final destination, or in
			another place in the Purchase's Country as
			specified in the SCC. Subject to GCC11.3, if conducted on the premises of the Supplier or the
			manufacturer, all reasonable facilities and
			assistance, including access to production data,
			shall be furnished to the inspectors at no charge to the Purchaser
		11.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC11.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and
			board and lodging expenses.
		11.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice,
			including the place and time, to the Purchaser. The
			Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to
			attend the test and/or inspection.
			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 Supplier may have an independent quality test

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		11.5	conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier. 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 that they 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 Supplier in 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  Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by GCC11.4 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. 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  The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specification's codes and standards under the Contract, provided that the Supplier's reasonable costs and
			expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
		11.7	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
		11.8	The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC11.4.
		11.9	The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC11.7, shall release the Supplier from any warranties or other obligations under the Contract.
12.	Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the

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			absence of heavy handling facilities at all points in transit.
		12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.
13.	Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier 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 Supplier are specified in SCC.
14.	Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
		14.2	Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.
15.	Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
1	<b>I</b>	15.4	Where the Supplier is required under Contract to deliver

under Contra (b) to arran Purchaser for carriers or	of carrier. Where the Supplier is required act (a) to deliver the Goods FOB or FCA, and age on behalf and at the expense of the or international transportation on specified on national flag carriers of the United Tanzania, the Supplier may arrange for such
transportation national flag Goods within 16. Incidental Services 16.1 The Supplier	on on alternative carriers if the specified or g carriers are not available to transport the n the period(s) specified in the Contract.  er shall provide such incidental services, if pecified in the SCC.
not included agreed upon exceed the pi	ted by the Supplier for incidental services, if in the Contract Price for the Goods, shall be in in advance by the parties and shall not prevailing rates charged to other parties by the similar services.
provide any notifications, manufactured a) Such spa purchase fro shall not relic under the Cob) In the every parts:  (i) advance in termination, procure need (ii) following the Purchase and notifications.	ent of termination of production of the spare notification to the Purchaser of the pending in sufficient time to permit the Purchaser to ded requirements; and g such termination, furnishing at no cost to
the dates of r warrants that have remain specified she for goods withree-fourths or less, unde "averages" w Specification by the ap unacceptable every other r the Technica down in the O destination is written notice all reasonable cost to the I remove, at h once the repl	manufacture and expiry. The Supplier further all Goods supplied under the Contract will ming a minimum of five-sixths (5/6) of the elf life upon delivery at port/airport of entry with a shelf life of more than two years and as (3/4) for goods with a shelf life of two years less otherwise specified in the SCC; have within the ranges set forth in the Technical ans, where applicable; are not subject to recall applicable regulatory authority due to be 'quality or an adverse drug reaction; and in respect will fully comply in all respects with all Specifications and with the conditions laid Contract.  Were shall have the right to make claims under arranty for the period as specified in the SCC Goods have been delivered to the final andicated in the Contract. Upon receipt of a see from the Purchaser, the Supplier shall, with the speed, replace the defective Goods without Purchaser. The Supplier will be entitled to this own risk and cost, the defective Goods lacement Goods have been delivered.  It of a dispute by the Supplier, a counter-

		18.4	analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter-analysis confirms the defect, the cost of such analysis will be borne by the Supplier 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.
		18.4	If, after being notified that the defect has been confirmed pursuant to GCC 17.2 above, the Supplier 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 Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier 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 Supplier under this Contract.
		18.5	In the event any of the Goods are recalled, the Supplier 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 Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.
19.	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
		19.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC 13 [Delivery and Documents], and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the Purchaser, in the mode of payment specified in the SCC, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be as specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.
		19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 17.4
20.	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for tender validity extension, as the case may be.

during Performance of the Contract to reflect changes in the cost of labour and material components shall be done in accordance with GCC 22.4.  If in accordance with GCC 22.2 and 22.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment: Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance  with the formula:  PI =P0 [a + bL/L/D +cMI/M0] - P0 where a + b + c = 1 in which:  PI = adjustment amount payable to the Supplier.  PO = Contract Price and generally in the range of five (5) to fifteen (15) percent.  b = estimated percentage of labour component in the Contract Price.  c = estimated percentage of material component in the Contract Price.  LOL1 = labour indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.  MO.MI = material indices for the major raw material on the base date and date for adjustment, respectively.  MO.MI = material indices for the major raw material on the base date and date for adjustment, respectively.  In the country of origin. The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a, b, and c as specified by the Purchaser are as follows:  a=[insert value of coefficient]  b=[insert value of coefficient]  c=[insert value of coefficient]  Base date = thirty (30) days prior to the deadline for submission of the bids.  Date of adjustment = mid-point of the period of manufacture). The above price adjustment formula shall be invoked by either party subject to the following further conditions:  (a) No price adjustment shall be allowed by reprice adjustment formula shall be invoked by either party subject to the following further conditions:  (b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labour and material indices, a	1 20 2	
If in accordance with GCC 22.2and 22.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment: Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance with the formula:  PI = P0 [a + bL1/L0 + cM1/M0] - P0 where a + b + c = 1 in which:  PI = 20 [a + bL1/L0 + cM1/M0] - P0 where a + b + c = 1 in which:  PI = 3djustment amount payable to the Supplier.  PO = Contract Price and generally in the range of five (5) to fifteen (15) percent.  b = estimated percentage of labour component in the Contract Price.  c = estimated percentage of material component in the Contract Price.  LOL.1 = labour indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively,  MO.MI = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin. The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a, b, and ca a specified by the Purchaser are as follows:  a = [insert value of coefficient]  b = [insert value of coefficient]  Base date = thirty (30) days prior to the deadline for submission of the bids.  Date of adjustment = mid-point of the period of manufacture). The above price adjustment formula shall be invoked by either party subject to the following further conditions;  (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of Goods and Services subject to adjustment.  (b) If the currency in which the Contract Price P0is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adj	20.3	the cost of labour and material components shall be done
where a + b + c = 1 in which: P1 = adjustment amount payable to the Supplier. P0 = Contract Price doase price). Contract Price and generally in the range of five (5) to fifteen (15) percent. b = estimated percentage of labour component in the Contract Price. c = estimated percentage of material component in the Contract Price. L0,L1 = labour indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively. M0,M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin. The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a, b, and c as specified by the Purchaser are as follows: a=[insert value of coefficient] b=[insert value of coefficient] Base date = thirty (30) days prior to the deadline for submission of the bids. Date of adjustment = mid-point of the period of manufacture). The above price adjustment formula shall be invoked by either party subject to the following further conditions: (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment. (b) If the currency in which the Contract Price P0is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z0/Z1, where:	20.4	If in accordance with GCC 22.2and 22.3, prices shall be adjustable, the following method shall be used to calculate the price adjustment: Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance
P1 =adjustment amount payable to the Supplier. P0 =Contract Price and generally in the range of five (5) to fifteen (15) percent. b =estimated percentage of labour component in the Contract Price. c = estimated percentage of material component in the Contract Price. L0,L1 = labour indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively. M0,M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin. The Bidder shall indicate the source of the indices and the base date indices in its bid. The coefficients a, b, and c as specified by the Purchaser are as follows: a=[insert value of coefficient] b=[insert value of coefficient] b=[insert value of coefficient] Base date = thirty (30) days prior to the deadline for submission of the bids. Date of adjustment =mid-point of the period of manufacture). The above price adjustment formula shall be invoked by either party subject to the following further conditions: (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment. (b) If the currency in which the Contract Price P0is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z0/Z1, where:		where $a + b + c = 1$
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21.	Change Orders and Contract Amendments	21.1	The Purchaser may at any time, by a written order given to the Supplier, 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 Supplier.  If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of
		21.3	the Purchaser's change order.  Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
		21.4	Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. This includes, if specified in the SCC, any variation to the contract resulting from a value engineering proposal agreed between the parties.
22.	Assignment	22.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
23.	Subcontracting	23.1	The Supplier shall consult the Purchaser in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.  Subcontracts must comply with the provision of GCC
		23.2	Clause 38.
24.	Delays in the Supplier's Performance	24.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
		24.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.  Except as provided under GCC Clause 28 a delay by the
			Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated

	T		damages.
25.	Liquidated Damages	25.1	Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct form the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 27.
26.	Termination for Default	26.1	The Purchaser or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		26.2	Fundamental breaches of Contract shall include, but shall not be limited to the following:  a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 25; or  b) if the Goods do not meet the Technical Specifications stated in the Contract; or  c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions; or  d) The Purchaser gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Purchaser; and  e) if the Supplier fails to perform any other obligations) under the Contract.  f) the supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, coercive or obstructive practices in competing for or in exacting the Contract.  For the purpose of this clause:  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

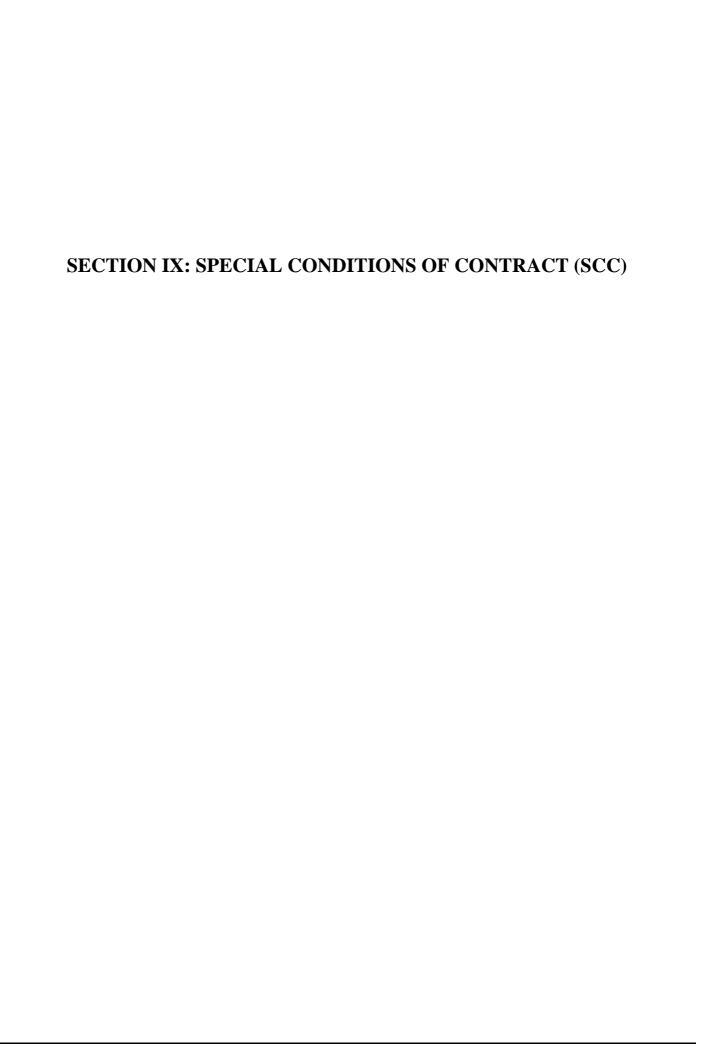
			designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; v) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;
		26.3	In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 27.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
27.	Force Majeure	27.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
		27.2	For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the Supplier. Such events

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			may include, but are not restricted to, acts of the
			Purchaser in its sovereign capacity, wars or revolutions,
			fires, floods, epidemics, quarantine, restrictions, acts of terrorists and freight embargoes.
		27.3	
		27.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic
			forms that provide record of the content of
			communication of such condition and the cause thereof.
			Unless otherwise directed by the Purchaser in writing or
			in electronic forms that provide record of the content of
			communication, the Supplier shall continue to perform its
			obligations under the Contract as far as is reasonably
			practical, and shall seek all reasonable alternative means
			for performance not prevented by the Force Majeure
			event.
28.	Termination for Insolvency	28.1	The Purchaser may at any time terminate the Contract by
20.	Termination for misorvency	20.1	giving written notice to the Supplier if the Supplier
			becomes bankrupt or otherwise insolvent. In this event,
			termination will be without compensation to the Supplier,
			provided that such termination will not prejudice or affect
			any right of action or remedy which has accrued or will
			accrue thereafter to the Purchaser.
29.	Termination for Convenience	29.1	The Purchaser, by written notice sent to the Supplier,
			may terminate the contract, in whole or in part, at any
			time for its convenience. The notice of termination shall
			specify that termination is for the Purchaser's
			convenience, the Contract is terminated, and the date
			upon which such termination becomes effective.
		29.2	The Goods that are complete and ready for shipment
			within thirty (30) days after the Supplier's receipt of
			notice of termination shall be accepted by the Purchaser
			at the Contract terms and price. For the remaining Goods,
			the Purchaser may elect:
		(a)	To have any portion completed and delivered at the
			Contract terms and prices; and / or
		(b)	To cancel the remainder and pay to the Supplier an
			agreed amount for partially completed Goods and
			Services and for materials and parts previously procured
			by the Supplier.
30.	Settlement of Disputes	30.1	In the event of any dispute arising out of this contract,
			either party shall issue a notice of dispute to settle the
			dispute amicably. The parties hereto shall, within twenty-
			eight (28) days from the notice date, use their best efforts
			to settle the dispute amicably through mutual
			consultations and negotiation.
		30.2	If, after Fourteen (14) days, the parties have failed to
			resolve their dispute or difference by such mutual
			consultation, then either the Supplier or the Purchaser
			may give notice to the other party of its intention to
			commence arbitration, as hereinafter provided, as to the
			matter in dispute, and no arbitration in respect of this
			matter may be commenced unless such notice is given.
			Any dispute or difference in respect of which a notice of
			intention to commence arbitration has been given in
			accordance with this Clause shall be finally settled by
			arbitration. Arbitration may be commenced prior to or
			after handover of the Assets under the Contract.
		1 20 2	The arbitration shall be conducted in accordance with the
		30.3	
		30.3	arbitration procedure published by the Institution named
			arbitration procedure published by the Institution named and, in the place, shown in the SCC.
		30.3	arbitration procedure published by the Institution named

31.	Procedure for Disputes	31.1	obligations under the Contract unless they otherwise agree; and b) the Purchaser shall pay the Supplier any monies due the Supplier.  The Adjudicator stated in the SCC shall give a decision
	•		in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.
		31.2	The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Purchaser and the Supplier, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
32.	Replacement of Adjudicator	32.1	Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Purchaser and the Supplier. In case of disagreement between the Purchaser and the Supplier, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.
33.	Limitation of Liability	33.1	Except in cases of criminal negligence or willful is conduct, and in the case of infringement pursuant to Clause 9,  a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
34.	Notices	34.1	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 and confirmed in writing or in electronic

			forms that provide record of the content of communication to the other party's address specified in SCC.
		34.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
35.	Taxes and Duties	35.1	A Supplier Supplying Goods from abroad shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		35.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent Republic of Tanzania the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		35.3	A Supplier supplying Goods offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
36.	Suspension of Financing	36.1	In the event that the source of financing is suspended to the Purchaser, from which part of the payments to the Supplier are being made:  a) The Purchaser is obligated to notify the Supplier of such suspension within 7 days of having received the financing agency's suspension notice.  b) If the Supplier has not received sums due it within the 28 days for payment provided for in GCC 21.3 [Payment], the Supplier may immediately issue a 14-day termination notice.
37.	Condition Precedent	37.1	The Contract shall come into effect after the Supplier fulfilling the conditions precedent stated in the SCC.
		37.2	If the Purchaser is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Supplier a certificate of Contract commencement, which shall confirm the start date.
38	Certification of Goods in Accordance with Laws of the United Republic of Tanzania	38.1	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 Supplier to facilitate registration of the Goods for use in the United Republic of Tanzania.
		38.2	Unless otherwise specified in the SCC, the Contract shall become effective on the date ('the Effective Date") that the Supplier 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.
		38.3	If thirty (30) days, or such longer period specified in the SCC, elapse from the date of Contract signing and the

	abo day Co	ntract has not become effective pursuant to GCC 9.2 ove, then either party may, by not less than seven (7) ors' written notice to the other party, declare this ntract null and void. In such event, the Supplier's formance security shall be promptly returned.
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## **Special Conditions of Contract**

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

S/N	GCC Clause	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	Definitions	1.1 (a)	The Arbitrator's Appointing Authority is Tanzania Institute of Arbitrators (TIArb).
		1.1 (h)	The end user of goods is Health facilities.
		1.1 (m)	The final destination is Medical Store store Department (MSD-HQ)
		1.1 (q)	The Procuring Entity is MEDICAL STORES DEPARTMENT.
		1.1 (s)	The Project Site is Health facilities.
2.	Application	2.4 (h)	No additional documents forming part of the contract are required.
3.	Nature and Period of Contract	3.2	The framework contract duration is 1095 days. The Commencement period is 7 days after signing the contract.
4.	Governing Language	4.1	The Governing Language shall be: English.
5.	Applicable Law	5.1	The Governing Law is Tanzania Law.
6.	Country of Origin	6.2	Not applicable.
7.	Performance Security/Performance		The type and amount of Performance Security will be determined during the issuance of call off order.
	Securing Declaration.	10.3	The performance security will be discharged: 10 percent of the Contract Amount.
8.	Packing	12.2	The following SCC shall supplement GCC Clause 12.2 The Goods shall be packed properly in accordance with standard export packing specified by the PE in the Technical Specification.
9.	Delivery and	13.1 &	For Goods supplied from abroad: Upon shipment, the Supplier shall
	Documents	13.3	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 Supplier 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 Supplier shall fax and them send by courier the following documents to the Purchaser, with a copy to the insurance company:  i.Three originals and two copies of the Supplier's invoice, showing Purchaser as [enter correct description of Purchaser for customs purposes]; 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, onboard through bill of lading marked "freight prepaid" and showing Purchaser as [enter correct number of Purchaser for customs purposes] 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 multi modal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;  iii. Four copies of the packing list identifying contents of each

	package; copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
	iv. Copy of the Insurance Certificate, showing the Purchaser as
	the beneficiary;
	v. One original of the manufacturer's or supplier's Warranty
	Certificate covering all items supplied; vi. One original of the supplier's Certificate of Origin covering
	all items supplied;
	vii. Original copy of the Certificate of Inspection furnished to
	Supplier by the nominated inspection agency and six copies (where inspection is required); For goods
	shipped by sea the following documents to be submitted
	immediately by email and original documents to be
	submitted at least 14 days prior to ship arrival. viii. Certificate of analysis/conformity for medical supplies and
	equipment to be included as the delivery document;
	ix. EFD receipt to be included for VAT registered suppliers
	(local;
	x. Endorsed Import permit to be included in the delivery documents for imported goods; and
	xi. A ny other procurement-specific documents required for
	delivery / payment purposes.
	Bill of Landing
	Air way Bill
	Certificate of Analysis
	Supplier's Invoice
	Import Permit
	Supplier's delivery note
	Parking list
	Parking list
	Eor Goods from within the United Depublic of Tangenia Uner or
	For Goods from within the United Republic of Tanzania. Upon or before delivery of the Goods, the Supplier shall notify the Purchaser
	in writing and deliver the following documents to the Purchaser:
	(i) two originals and two copies of the Supplier'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 notes, truck or airway bill, 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) C opy of the Insurance Certificate, showing the Purchaser as the beneficiary;
	(iv) F our copies of the packing list identifying contents of each
	package; (v) O ne original of the manufacturer's or Supplier's Warranty
	certificate covering all items supplied;
	(vi) O ne original of the Supplier's Certificate of Origin
	covering all items supplied; (vii) O riginal copy of the Certificate of Inspection furnished to
<u> </u>	(11) O Hamar copy of the contineate of hispection furnished to

	1	1	
			Supplier by the nominated inspection agency and six
			copies (where inspection is required);
			(viii) O ther procurement-specific documents required for
			delivery / payment purposes. Note: In the event that the
			documents presented by the Supplier 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 17 (GCC 11.4) above.
			For Goods from within the United Republic of Tanzania. Upon or before delivery of the Goods, the
			Supplier shall notify the Purchaser in writing and
			deliver the following documents to the Purchaser:
			(i) two originals and two copies of the Supplier'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 notes, truck or airway bill, 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) copy of the Insurance Certificate, showing the Purchaser as
			the beneficiary;
			(iv) four copies of the packing list identifying contents of each
			package;
			(v) one original of the manufacturer's or Supplier's Warranty
			certificate covering all items supplied;
			(vi) one original of the Supplier's Certificate of Origin covering
			all items supplied;
			(vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six
			copies (where inspection is required);
			(viii) other procurement-specific documents required for
			delivery / payment purposes. Note: In the event that the
			documents presented by the Supplier 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 17 (GCC 11.4) above.
10.	Insurance	14.1	The Insurance shall be in an amount equal to 110 percent of the CIF
			or CIP value of the Goods from "warehouse" to "warehouse" on
			"All Risks" basis, including War Risks and Strikes.
11.	Incidental	16.1	Incidental services to be provided are:
	Services		r
			For goods manufactured in Tanzania:
			Not Applicable
			For goods to be Imported: Not Applicable
12.	Spare Parts	17.1	Not applicable.
13.	Warranty	18.1	Not applicable.
14.	Payment	19.1	The method and conditions of payment to be made to the Supplier
			under this Contract shall be as follows: Payment for Goods supplied
			from abroad: Payment of foreign currency portion shall be made in
			100 in the following manner: (i) Advance Payment 0 percent of the
			Contract Price shall be paid within thirty (30) days of signing of the
			Contract, and upon submission of claim and a bank guarantee for
			equivalent amount valid until the Goods are delivered and, in the
			form provided in the tendering documents or another form
1			acceptable to the Procuring Entity. (ii) On Shipment80 percent of the

		19.3 19.4 & amp; 19.5	Contract Price of the Goods shipped shall be paid through an irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10. (iii) On Acceptance: 20 percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity. Payment of local currency portion shall be made in 0 within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.  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) Advance Payment: 0 percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the tendering documents or another form acceptable to the Procuring Entity. (ii) On Delivery: 0 percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10. (iii) On Acceptance: The remaining 100 percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the PE.  Mode of Payment shall be Cash Against document (CAD) and Letter of Credit (LC).  All payments shall be made in The United States dollar.
15.	Prices	20.2	Prices shall be adjusted in accordance with provisions in the
16.	Change Orders and Contract Amendments	21.4	Attachment to SCC. NOT_APPLICABLE.  Not applicable.
17.	Liquidated Damages	25.1	Applicable rate: 0.1 per day of undelivered materials/good's value.  Maximum deduction is equal to the performance security or ten percent (10%) of the contract sum in case performance declaration was used.
18.	Settlement of Disputes	32.1	The Appointing Authority of the Adjudicator is Tanzania Institute of Arbitrators (TIArb).
		30.3	Arbitration institution shall be: Tanzania Institute of Arbitrators (TIArb) Place for carrying out Arbitration Tanzania.
19.	Procedures for Disputes	31.1	The biographical data of the proposed Adjudicator is as follows: Tanzania Institute of Arbitrators(TIArb).  Rate of the Adjudicator fees shall be 100,000.00.
20.	Replacement of Adjudicator	32.1	Appointing Authority for the Adjudicator Tanzania Institute of Arbitrators (TIArb).
21.	Notices	34.1	Procuring Entity's address for notice purposes: P.O.BOX 9081, DAR ES SALAAM Supplier's address for notice purposes: The Supplier name and address will be determined after award.
22.	Conditions Precedent	37.1 & amp; 38.3	Conditions Precedent for effectiveness of contract are Not Applicable.
23.	Certification of Goods in accordance with laws of the United Republic of Tanzania	38.1	Registration of goods is TMDA Registration Certificate.

	T 4 1 1 C	1 20 2	
24.	Address of	38.2	Director General (DG)Tanzania
	Regulators		Medicines and Medical Devices Authority (TMDA)
	responsible for		P.O. Box 1253, Dodoma or P.O. Box 77150, Dar es Salaam,
	National		Tanzania
	Standards and		Telephone: +255 22 2450512 / 2450751 / 2452108Fax: +255 22
	Registration.		2450793
			Email Address: info@tmda.go.tz
			Website: https://www.tmda.go.tz
			Director General (DG)
			Tanzania Bureau of Standards (TBS)
			P O Box 9524,
			Sam Nujoma Road / Morogoro Road, Ubungo, Dar es Salaam.
			Telephone: +255 22 2450206
			Toll Free Number: 0800110827
			Fax: + 255 22 2450959
			Email Address: info@tbs.go.tz / Website:https://www.tbs.go.tz/
			Chief Government Chemist
			Government Chemist Laboratory Authority,
			Physical Address: 5 Barack Obama drive,
			Postal Address: P.O. Box 164,
			Dar es Salaam. Tanzania.
			Tel: +255 22 2113383/4;
			Fax: +255 222113320;
			Email: gcla@gcla.go.tz
			Website: https://gcla.go.tz/
			The Director General
			Tanzania Atomic Energy Commission (TAEC),
			P.O. Box 743, Block J, Plot No. 216, Njiro Arusha,
			Telephone: +255 272 970050 / 51 / 52 / 53
			Mobile: +255 754 361221 (DG)Fax: +255 272 970054
			E-mail: dg@taec.go.tz
			Website:https://www.taec.go.tz
<u> </u>			"" coste.naps." " " " "tucc.go.tz

### Special Conditions of Contract PHARMACEUTICALS

(Additional Clauses)

The below data should be included in the SCC used in Tendering Documents for the procurement of pharmaceuticals.

SCC	Information/Data	GCC	Amendments of, and Supplements to, Clauses inthe GCC
Number	Required	Number	
	Delivery and Documents	13.1 & 13.3	<ul> <li>For Goods supplied from abroad:</li> <li>(ii) One original of the Certificate of Pharmaceutical Product as recommended by the WHO for each of the items supplied.</li> <li>(iii) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogencontent, uniformity, microbial limit, and other tests as appropriate to the Goods.</li> <li>(iv) Original copy of the certificate of weight issued by the port authority / licensed authority and six copies.</li> </ul>

# Special Conditions of Contract VACCINES

(Additional Clauses)

The below data should be included in the **SCC** used in Tendering Documents for the procurement of vaccines.

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in the GCC
	Delivery and Documents	13.1 & 13.3	For Goods supplied from abroad:  (ii) One copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped.
			(iii) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.
			(iv) 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:
			One copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped.
	Warranty of Goods	18.1	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 stepsto advise the supplier 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 bythe WHO for such situations will be used.

# Special Conditions of Contract CONDOMS

The following SCC shall supplement the GCC in the procurement of condoms. Whenever here is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parent theses.

SCC Number	Information/Data Required	GCC Number	Amendments of, and Supplements to, Clauses in theGCC
	Inspection and Tests	11.1 & 11.2	(a) The Supplier shall test batches of Goods ready for shipment in accordance with the WHOspecification. The size of the sample for testing will be calculated by reference to ISO 2859-1. With each consignment, the Supplier must provide a certificate of quality control test results in conformity with the standards laid down in ISO 2859-1 and in accordance with the general sampling levels appropriate to each feature as necessary. The Supplier will bear the cost of suchtests.
	Delivery and Documents	13.1 & 13.3	For Goods supplied from abroad:  (ix) original copy of quality control tests for each consignment as stated in SCC 9 above.  (x) original copy of the certificate of inspection furnished to Supplier by nominated inspectionagency and six copies.  [where separate inspection is required]  For Goods from within the United Republic of Tanzania:  i) Certificate of in-house analysis.

# **SECTION X: CONTRACT FORMS**

# 1. Notice of Intention to Award a Contract.

To: [name and address of the Supplier]
RE: NOTIFICATION OF THE INTENTION TO AWARD CONTRACT NUMBER [insert number of contracts] FOR [insert description]
Reference is made to the above subject matter. The submitted tenders were evaluated according to the criteria stated in the tender document. In accordance with the requirements of Public Procurement Act, Cap 410, we announce our intention to award a contract to M/s: (Insert the name of the firm) for a contract price of (insert the contract award price and currency) and for a completion period/delivery period of (insert the duration)
Your tender was not considered for award of the contract due to the following reasons <sup>1</sup>
1)
2)
3)
Be informed that, you have seven (7) working days from the date of this letter, within which to submit any complaints you may have regarding this award decision and/or circumstances surrounding the rejection of your tender for administrative review,. The complaints must be in writing, clearly identifying the tender in question, detailing ground(s) of the complaint and should be submitted to (insert the title of Accounting Officer) through NeST.
We appreciate your interest in doing business with us and encourage you to participate in our future tenders.
Authorized Signature:
Name and Title of Signatory:
Name of PE:
<sup>1</sup> Insert the reasons for non-selection of the tenderer for the award of contract. The reasons given here should be those which appears in the evaluation report and which were approved by the Tender Board as justifiable reasons to turn down the offer given by the tenderer.

### 2. Letter of Acceptance

[Letterhead paper of the PE]

[date]

To: [name and address of the Supplier]

# **RE: NOTIFICATION OF AWARD OF CONTRACT FOR TENDER NO.**[insert tender number] **FOR** [insert tender description]

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

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

Authorized Signature:	••••
Name and Title of Signatory:	
Name of Agency:	

### **Attachment: Contract Agreement**

Copy:, PPRA, , CAG, Office of the Attorney General, GAMD, IAG, TRA and Adjudicator's Appointing Authority,

Insert the appropriate form of security to be furnished. The Performance Securing Declaration shall only be applicable for Tenders falling under exclusive preference.

### 3. Form of Framework Agreement

**THIS AGREEMENT** (hereinafter called the "Contract") is made this [day of the month] day of [insert a month], [insert a year] between [name and address of Purchaser] (hereinafter called "the Procuring Entity") of the one part and [name and address of Supplier] (hereinafter called "ProcuringEntity") of the other part:

**WHEREAS** the Procuring Entity invited Tenders for certain goods and ancillary services, viz., [insert brief description of goods and services] and has accepted a Tender by the Supplier 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 FRAMEWORK AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in this Framework Agreement.
- 2. The following attached documents shall be construed as forming part of this Framework Agreement.
- (a) Form of Agreement,
- (b) Letter of Acceptance
- (c) Minutes of Negotiations (if any)
- (d) Form of Tender
- (e) SpecialConditions of Contract,
- (f)GeneralConditions of Contract,
- (g) Specifications
- (h) CompletedSchedules (including Price Schedules), and
- (i)[Other relevant document(s): [List any]
- 3. The Supplier covenants with the Procuring Entity to supply the following goods in conformity with the provisions of contract:

contract.					
Item code	Goods Description	UOM	Manufacturer/Country of Origin	Unit (Currency)	Price
Incoterm: [Inser Place of Destination					

- 4. Inconsideration of the supply of goods, the Procuring Entity hereby covenants topay the Supplier the contract price at agreed unit price(s) indicated in paragraph three (3) above as may become payable under the provisions of the contract at the times in the manner prescribed by the Contract.
- 5. The Procuring Entity shall order from the Supplier the goods specified in the contract period as the need shall arise by issuing call off orders which shall be issued as notices and signed by the Procuring Entity and the Supplier. The quantities of goods specified in the Schedule of Requirements are estimated quantities only and are not purchased by this contract. If the orders under this contract do not result in total orders of the quantities described as estimates, that fact shall not constitute the basis for an equitable adjustment. Call off orders may be issued at any time during a period of thisFramework Agreement from the date of contract indicated in this FrameworkAgreement. Any order issued, but not completed, during this period, shall be governed by the Contract in the same way as if it had been completed during that period.
- 6. The Supplier shall deliver the goods as per delivery schedule stated in the Call off Order. Where the goods will be urgently needed and in the event the Supplier will be unable to deliver the goods within the indicated time frame, the Procuring Entity shall be at liberty to procure the goods from other alternative sources available.
- 7. The Supplier shall ensure the goods supplied shall be in good quality and standards and shall not be less than 80% or 24 months of the total shelf life at the time of delivery.
- 8. The Procuring Entity shall have right to inspect, test and, where necessary, reject the goods that fail to conform to specifications irrespective of having previously been inspected and passed before delivery to MSD.
- 9. In the event of rejection of the goods for any reason, the Supplier shall pick the rejected goods immediately and not more than seven working days (07) after the notice of rejection has been communicated. A daily storage charge shall be imposed on any unpicked goods after expiry of the grace period of seven working days as the Procuring Entity shall determine.
- 10. The Procuring Entity shall apply a vendor rating system through which the Supplier's performance will be continuously measured in respect of adherence to agreed delivery schedules, quality of consignments received, quality of communications during the contract period and all conditions of contract in general. Such performance rating shall be used in future evaluations and may influence future contract awards.
- 11. The Supplier shall deliver a Performance Security to the Procuring Entity within Fourteen (14) days after receipt of the Call off order. Performance security shall be ten (10) percent of the call off total price.
- 12. This Framework Agreement shall run for a period of(insert no. of months) effective from (insert start date) to (insert end date). The Department may invite new tenderers any time when needs arise.

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

### SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF:

THE PURCHASER	THE SUPPLIER	
Name:	: Name:	
(Authorized Representati		

<b>Designation:</b>	•••••	<b>Designation:</b>	•••••
Signature:		Signature:	
Date:	Dar	te:	•••••
WITNESS	WI	TNESS	
Name:	Na	me:	
<b>Designation:</b>	<b>De</b> s	signation:	•••••

### 4. PerformanceSecuring Declaration

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

To:[insert complete name of Purchaser]

I/We, the undersigned, declare that:

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

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

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

Name: [insert complete name of person signing the Performance Securing Declaration]
Duly authorized to sign the Contract for and on behalf of: [insert complete name of Supplier]

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

Used as an alternative performance security for Contracts whose value falling under Regional Exclusive Preference. It shall be submitted within fourteen (14) days after receiving the Letter of Acceptance

### 5. Performance Security Form (Bank Guarantee)

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

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guar antee] 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 of	or financial inst	itution]	
[address]			 
[data]			

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

# 6. Call Order Form [Insert purchase order No.]

[Insert call order Reference No.] [insert call off order date]
[Insert NAME and Address of the Supplier]

**RE:** [Insert procurement description and call off order No].

Reference is made to the above subject.

We hereby issue Call-off Order No. [insert call off order No.] subject to the Terms and Conditions of the Framework Agreement No. [Insert Framework AgreementReference No.]. In the event of conflict between this Call-off Order and the Framework Agreement, the latter shall prevail.

Please proceed with delivery of the supplies as detailed and in accordance with Terms indicated below:

Goods Code GoodsDescription Unit of MeasureQuantity U/Price (insert currency) Total/Price (insert currency)

**Total Price (insert applicable incoterms and place of destination)** 

The total value of this Call-off Order is [insert currency] [insert amount in figures (state amount in words)

The goods indicated above shall be invoiced and delivered immediately not later than [ insert date, month and Year which delivery is expected]

Please submit Proforma Invoice and Bank Guarantee of 10% total call off order value for LC Opening and TMDA permit application within 14 days from the date of signing this call off order. [insert other payment mode and terms where applicable]

The Call-off Order should be signed by [insert date, month and year of signing the call off order] otherwise shall be treated as null and void.

a)For theProcuring Ei	ntity	
Signature:	Date:	[Inset Department signatory] [
insert Title of the signs	atory ]	- 2
Witness:		
[InsertDepartment wit	tness] [insert title of the witness]	
b)For the Supplier		
Signature:	Date:	
Name:		
Witness:	Date:	
Name:	Designation: .	

# 7. Performance Bond

### [Guarantor letterhead]

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

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

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

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

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

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

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

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

SIGNED ON on behalf of
By in the capacity of
In the presence of
SIGNED ON on behalf of
By in the capacity of
In the presence of

### 8. 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 (SCC), which amends GCC 23 to provide for advance payment, [name and address of Supplier] (hereinafter called "the Supplier") shall deposit with the Purchaser a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors
--------------------------------------

[name of bank or financial institution]
 [address]

# **SECTION X: FORMS OF INTEGRITY**

### UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY/ CODE OFCONDUCT AND COMPLIANCE PROGRAMME

(Made under the Public Procurement Act, Cap, 410 and its Regulations)			
Each tenderer must Submit a statement, as part of the tender documents, in either of the formats in this section.			

### MEMORANDUM (Format1)

### (The Public Procurement Act, Cap 410 and its Regulations.)

	(The Tubile Trocurement Act, Cap 410 and its Regulations.)
This company	(name of company) places importance on competitive Tendering taking place
on a basis that is free, fa	air, competitive and not open to abuse. It is pleased to confirm that it will not offer or
facilitate, directly or indir	rectly, any improper inducement or reward to any public officer their relations or business
associates, in connection v	with its Tender, or in the subsequent performance of the contract if it is successful.
This company has an Anti	-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable
steps necessary to assure	that the No-bribery commitment given in this statement will be complied with by its
managers and employees,	as well as by all third parties working with this company on the public sector projects, or
contract including agents,	consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery
Policy/Code of Conduct an	nd Compliance Program are attached
Authorized Signature:	
Name and Title of Signato	ry:
Name of Tenderer:	
Address:	

# MEMORANDUM (Format 2)

(Made under the Public Procurement Act, Cap 410 and its Regulations.)

This company	(name of company) has issued, for the purposes of this Tender			
a Compliance Program copy a	ttached -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 v	vorking with this company on the public sector projects or contract			
including agents, consultants, consortium partners, subcontractors and suppliers')"				
AuthorizedSignature:				
N. 1811 A.G.				
Name and Title of Signatory:				
Name of Tenderer:				
Nameor Tenderer:				
Address:				