



**THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR**

**OFFICE OF THE FIRST VICE PRESIDENT  
ZANZIBAR**

**CONTRACT FOR SUPPLY INSTALLATION AND  
COMMISSIONING OF GARAGE MACHINES AND  
TOOLS**

**BETWEEN**

**COMMISSION FOR NATIONAL COORDINATION AND  
DRUG CONTROL - ZANZIBAR**

**AND**

**MELISHA MEDIA PRODUCTION LTD  
GENERAL SUPPLIER AND PRINTING SERVICES**

**FORM OF CONTRACT**

THIS CONTRACT made the 03 day of JAN 2022

**BETWEEN**

**COMMISSION FOR NATIONAL COORDINATION AND DRUG CONTROL. P.O BOX 1855, Fax +255-24-2233405. Migombani Mnara wa Mbao Zanzibar hereinafter called "the PURCHASER" on the one part.**

**AND**

**MELISHA MEDIA PRODUCTION LTD GENERAL SUPPLIER AND PRINTING SERVICES P.O. BOX 3863, Tel +255 777 429 992 Mpendae Zanzibar hereinafter called "the SUPPLIER" on the other part:**

WHEREAS the Purchaser invited Bids for certain goods and ancillary services, viz., **Supply Installation and Commissioning of Garage Machines and Tools SMZ/CO4/G/SS2021-22/25** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **USD 104,235.8 Equivalent to TZS 242,911,354/- (Tanzanian Shillings Two Hundred Forty Two Millions Nine Hundred Eleven Thousand Three Hundred And Fifty Four only, VAT inclusive)** hereinafter called "the Contract Price"

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**


1. In this contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract.
  - i. Form of contract
  - ii. General Conditions of Contract
  - iii. Special Conditions of Contract;

- iv. Form of Bid;
  - v. The Letter of Acceptance;
  - vi. Negotiation Minute.
  - vii. The Specification (including Schedule of Requirements and Technical Specifications)
  - viii. The Price Schedules; and
  - ix. The purchaser's Notification of Award;
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
  4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
  5. The delivery period of the goods will be three months from the date of signing the contract, three weeks for installation and three month for training after delivery. The final destination of delivery of Goods will be at Rehabilitation Center - Kidimni.
  6. The payment agreed under this contract shall be made through Telegram Transfer (TT). The accounts are:  
**PBZ Bank.**  
**Account No: 073996001**  
**Account Name: MELISHA MEDIA PRODUCTION.**

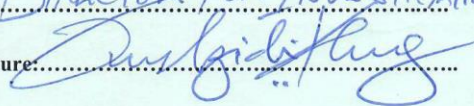


IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with Laws of Zanzibar on the day and year indicated above.

SIGNED AND DELIVERED by the  
Said PURCHASER this 03 day of 01/2022.  
In the presence of

Name: COL BURHANI Z. NASSORO  
Title: EXECUTIVE DIRECTOR  
Signature: 




Witnessed by:  
Name: JUMA A. J. ZIDIKHEIRY  
Title: DIRECTOR FOR INVESTIGATION & CONTROL  
Signature: 

SIGNED AND DELIVERED by the  
Said SUPPLIER this ..... day of ..... 2022.  
In the presence of

Name: NASSOR MOHAMMED  
Title: CEO  
Signature: 



Witnessed by:  
Name: SHIKUMU SLEIMAN MUSA  
Title: MEURUBEREI  
Signature: 

### General Conditions of Contract

#### 1. Definitions

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

- a) "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.
- b) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract
- c) "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.
- d) "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) "The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.
- g) "GCC" means the General Conditions of Contract contained in this section.
- h) "SCC" means the Special Conditions of Contract.
- i) "The Purchaser" means the entity purchasing the Goods and related service, as specified in the SCC.
- j) "The Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

- k) "The Project Site" where applicable, means the place or places named in SCC.
- l) "Day" means calendar day.
- m) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC.
- n) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.
- o) "End User" means the organization(s) where the goods will be used, as **named in the SCC**.
- p) "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.
- q) "Force Majeure" means an event beyond the control of the Supplier and not involving the Purchaser's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 2. **Application**
  - 2.1 These General Conditions shall apply to the extent that provisions of other parts of the Contract do not supersede them.
- 3. **Governing Language**
  - 3.1 The Contract as well 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 3.1, the version of the Contract written in the specified language shall govern its interpretation.



- |   |     |   |
|---|-----|---|
| <b>4. Applicable Law</b>  | 4.1 | The contract shall be governed and interpreted in accordance with the laws of Zanzibar, unless otherwise <b>specified in SCC</b> .  |
| <b>5. Country of Origin</b>   | 5.1 | The origin of Goods and Services is distinct from the nationality of the Supplier.  |
| <b>6. Standards</b>   | 6.1 | The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.   |
| <b>7. Use of Contract Documents and Information; Inspection and Audit</b> | 7.1 | 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. |
|   | 7.2 | The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.   |
|   | 7.3 | Any document, other than the Contract itself, enumerated in GCC Clause 7.1 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.   |
|   | 7.4 | The Supplier shall permit the Revolutionary Government of Zanzibar 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 Revolutionary Government of Zanzibar or / and the appropriate donor agencies, if so required by the Revolutionary Government of Zanzibar or / and the appropriate donor agencies.   |

**8. Patent and Copyrights**

8.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Zanzibar.

8.2 The patent right in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Purchaser directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

**9. Performance Security**

9.1 If required, within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.

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

9.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in a form of Bank Guarantee or any other form indicated in SCC.

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

**10. Inspections and Test**

10.1 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 as are specified in the **SCC**.



- 10.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 10.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC sub-Clause 10.2, 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.
- 10.4 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.
- 10.5 The Purchaser's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 10.6 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.

10.7 : 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 specifications 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.

10.8 Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

10.9 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 GCC sub-Clause 10.6.

10.1 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 GCC sub-Clause 10.8, shall release the Supplier from any warranties or other obligations under the Contract.

**11. Packing and Documents**

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

- 11.2 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.
- 12. Delivery and Documents**
- 12.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the Goods. The details of shipping and / or other documents to be furnished by the Supplier are **specified in SCC**.
- 12.2 For purposes of the Contract, "EXW", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
- 12.3 Documents to be submitted by the Supplier are **specified in SCC**.
- 13. Insurance**
- 13.1 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. Transportation**
- 14.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified INCOTERMS
- 15. Incidental Services**
- 15.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time

agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

15.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**16. Spare Parts**

16.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier, such spare parts as the Purchaser may decide to purchase from the Supplier, this decision shall not relieve the Supplier of any warranty obligations under the Contract;

**17. Warranty**

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Zanzibar.

17.2 This warranty shall remain valid for a period specified in the **SCC** after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the **SCC** after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.



- 17.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 17.4 Upon receipt of such notice, the Supplier shall, within the period **specified in SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.
- 17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in SCC**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

#### **18. Payment**

- 18.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 18.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 18.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 18.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 18.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 18.6 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

- 19. Prices**
- 19.1 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.
- 19.2 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 Bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for Bid validity extension, as the case may be.
- 20. Change Orders**
- 20.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:
- a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - b) The method of shipment or packing;
  - c) The place of delivery; and/or
  - d) The Services to be provided by the Supplier.
- 20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.
- 20.3 Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 21. Contract Amendments**
- 21.1 Subject to GCC Clause 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

22. **Assignment** 22.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
23. **Subcontracts** 23.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the contract.
- 23.2 Subcontracts must comply with the provision of GCC Clause 4.
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 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, in which case the extension shall be ratified by the parties by amendment of Contract.
- 24.3 Except as provided under GCC Clause 27, 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 25, unless an extension of time is agreed upon pursuant to GCC Clause 24.2 without the application of liquidated damages.

**25. Liquidated Damages**

25.1 Subject to GCC Clause 27, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 26.

**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 24;
- b) the supplier has abandoned or repudiated the contract.
- c) The Purchaser or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment is not paid by the Purchaser to the Supplier within 84 days of the due date for payment;
- e) 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
- f) the supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:



- 28. Termination for Insolvency** 28.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that 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 Purchaser shall accept the Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination at the Contract terms and price. For the remaining Goods, the Purchaser may decide:
- 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. 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 thirty (30) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.
- 30.2 After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.

- 30.3 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.
- 31. Procedure for Disputes**
- 31.1 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
- 31.2 The rate of the Adjudicator's fee and administrative costs of adjudication indicated in the SCC shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
- 32. Replacement of Adjudicator**
- 32.1 Should the Adjudicator resign or unable to perform his duties, 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 conduct, and in the case of infringement pursuant to GCC Clause 8,
- a) The supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
  - b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement..

**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 and confirmed in writing to the other party's address **specified in SCC**. The term "in writing" means communicated in written form with proof of receipt.

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 shall be entirely responsible for all taxes and levies imposed outside Zanzibar.

35.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Zanzibar, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**SECTION VII: SPECIAL CONDITIONS OF CONTRACT (SCC)**



**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 Contract. The corresponding clause number of the GCC is indicated in parentheses.

<b>GCC Clause Number</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>Definitions (GCC Clause 1)</b>	
1.1(i)	The Purchaser is: <b>COMMISSION FOR NATIONAL COORDINATION AND DRUG CONTROL</b>
1.1(j)	The Supplier is: <b>MELISHA MEDIA PRODUCTION LTD GENERAL SUPPLIER AND PRINTING SERVICES</b>
1.1(k)	The Project site is: <b>COMMISSION FOR NATIONAL COORDINATION AND DRUG CONTROL P.O.BOX 1855, MIGOMBANI MNARA WA MBAO</b>
<b>Governing Language (GCC Clause 3)</b>	
3.1	The Governing Language shall be: <b>ENGLISH</b>
<b>Applicable Law (GCC Clause 4)</b>	
4.1	The Applicable Law shall be: <b>LAWS OF THE ZANZIBAR</b>
<b>Country of Origin (GCC Clause 5)</b>	
5.1	Country of Origin is China.
<b>Performance Security (GCC Clause 9)</b>	
9.1	The amount of performance security, as a percentage of the Contract Price, shall be: <b>Not Applicable</b> <b>NOTE:</b> <b>Due to the shortage of time the client change the security from bank guarantee to the collateral and inform the seller to submit the original house deed/ statutory declaration.</b>

9.4	Discharge of the Performance Security shall take place: <b>After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations.</b> Not Applicable
<b>Inspections and Tests (GCC Clause 10)</b>	
10.1	The inspections and tests shall be: <b>Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself that should be attached with the certificate(s) of the manufacturer(s) to the Procuring and Disposing Entity to ensure that the goods are manufactured in compliance with the contract.</b>
<b>Packing (GCC Clause 11)</b>	
11.2	The packing, marking and documentation within and outside the packages shall be: <b><i>Standard packing; involved manufacture/ supplier /product details and all documentation</i></b>
<b>Delivery and Documents (GCC Clause 12)</b>	
12.1	<b>For Goods supplied from abroad:</b>  Upon shipment, the Supplier shall notify the Procuring and Disposing Entity and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring and Disposing Entity, with a copy to the Insurance Company: Details of Shipping and other Documents to be furnished by the Supplier are <b><i>a negotiable bill of lading, a non-negotiable sea way bill and Manufacturer's or Supplier's warranty certificate.</i></b>  The above documents shall be received by the Procuring and Disposing Entity at least One weeks before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
12.3	<b>For Goods from within Zanzibar:</b>

	<p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring and Disposing Entity and mail the following documents to the Procuring and Disposing Entity:</p> <p>The Procuring and Disposing Entity shall receive the above documents before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>Insurance (GCC Clause 13)</b>	
13.1	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.
<b>Incidental Services (GCC Clause 15)</b>	
15.1	Incidental services to be provided are: <b>Not Applicable</b>
<b>Spare Parts (GCC Clause 16)</b>	
16.1	Additional spare parts requirements are: <b>Not Applicable</b>
<b>Warranty (GCC Clause 17)</b>	
17.2	<p>The warranty period shall be 2 years guarantee from 18<sup>th</sup> day of April 2022 up to 17<sup>th</sup> day of April 2024. The Supplier shall, in addition, comply with the performance and consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall,</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</p> <p>and</p> <p>(b) Pay liquidated damage to the purchaser with respect to the failure to meet the contractual guarantee. The rate of this</p>



	liquidated damage shall be ten times of the rate of the item.
17.4 & 17.5	Within 2 weeks and 2 months for the replacement of the defective Goods or parts local and international respectively
<b>Payment (GCC Clause 18)</b>	
18.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
18.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <b>60</b> days.  The interest rate that shall be applied is <b>0 %</b>
18.6	
<b>Payment for Goods supplied from abroad:</b>	
Payment of foreign currency portion shall be made in <b>N/A</b> in the following manner:	
<ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> <b>N/A</b> 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 Bidding documents or another form acceptable to the Procuring and Disposing Entity.</li> <li>(ii) <b>On Shipment:</b> <b>N/A</b> percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country.</li> <li>(iii) <b>On Acceptance:</b> <b>N/A</b> 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 and Disposing Entity.</li> </ul>	
Payment of local currency portion shall be made in <b>TZS</b> within thirty (30) days of presentation of claim supported by a certificate from the Procuring and Disposing Entity declaring that the Goods have been delivered and that all other contracted Services have been performed Not Applicable.	



	<p><b>MODE OF PAYMENT.</b> Mode of payment will be as follows.</p> <ul style="list-style-type: none"> <li>• 20% deposit of total cost.</li> <li>• 30% after production. The supplier has to submit the BL or draft BL within 45 days after the payment.</li> <li>• 30% after delivery in Zanzibar port to the final destination Kidimni Zanzibar.</li> <li>• 20% shall be paid after installation, training and acceptance of goods.</li> </ul> <p><b>NOTE: Due to the shortage of time and Chinese New Year Holidays the seller has to pay 20% as down payment to the manufacturer as soon as possible before 5/01/2022 in order to meet our objectives. And the purchaser shall do the best so as to meet the schedule of payment.</b></p>
	<p><b>Payment for Goods and Services supplied from within Zanzibar:</b></p> <p>Payment for Goods and Services supplied from within the Zanzibar/Tanzania shall be made in Tanzanian Shillings, as follows:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> N/A 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 Bidding documents or another form acceptable to the Procuring and Disposing Entity.</li> <li>(ii) <b>On Delivery:</b> N/A Percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.</li> <li>(iii) <b>On Acceptance:</b> The remaining. 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 Procuring and Disposing Entity.</li> </ul>
<p><b>Prices (GCC Clause 19)</b></p>	
19.1	Prices shall be adjusted in accordance with provisions in the Attachment

	to SCC. Not Applicable
<b>Liquidated Damages (GCC Clause 25)</b>	
25.1	Applicable rate: <b>0.1</b> percent per day of undelivered materials/good's value.  The maximum amount of liquidated damages shall be: <b>10 percent of the contract amount</b>
<b>Procedure for Disputes (GCC Clause 31)</b>	
30.1	Referred to <b>Zanzibar Commercial Court</b>
30.3	The duration is 7 days
31.1	The Adjudicator shall be: <b>Zanzibar Commercial Court</b>  Place of Arbitration shall be <b>CNCDC MIGOMBANI MNARA WA MBAO</b>
31.2	Rate of the Adjudicator's fees shall be <b>TZS 20,000/-</b>
32.1	Appointing Authority for the Adjudicator: <b>Zanzibar Commercial Court</b>
<b>Limitation of liability (GCC Clause 33)</b>	
33	Not Applicable
<b>Notices (GCC Clause 34)</b>	
34.1	—Procuring and Disposing Entity's address for notice purposes:  <b>EXECUTIVE DIRECTOR COMMISSION FOR NATIONAL COORDINATION AND DRUG CONTROL. P.O BOX 1855, Fax +255-24-2233405. Migombani Mnara wa Mbao. Zanzibar</b>  —Supplier's address for notice purposes: <b>CEO MELISHA MEDIA PRODUCTION LTD GENERAL SUPPLIER AND PRINTING SERVICES P.O. BOX 3863, Tel +255 777 429 992 Mpendae Zanzibar</b>

## FORM OF BID

TO: **Commission For National Coordination And Drug Control Zanzibar.**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders ITB 9
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 18
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: ***Supply Installation and Commissioning of Garage Machines and Tools.***
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:  

In case of only one lot, total price of the Bid **USD 105,753.80** equivalent to **TZS 246,406,354/- (Tanzanian Shillings Two Hundred Forty Six Millions Four Hundred Six Thousand Three Hundred and Fifty Four Only).**
- (f) The discounts offered and the methodology for their application are: N/A
  - (i) The discounts offered are: *[Specify in detail each discount offered.]N/A*
  - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];N/A*
- (g) Our bid shall be valid for a period of **45 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) *[This section should be deleted if not be applicable]* If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (i) We accept that *[name proposed by Purchaser]* be appointed as the Adjudicator;
- (j) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative bids submitted in accordance with ITB 19;
- (k) Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Revolutionary Government of Zanzibar under Zanzibar's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;



- (l) We are not a government owned entity.
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
none	none	none	none

- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (p) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Zanzibar;

Name of the Bidder: MELISHA MEDIA PRODUCTION LTD GENERAL SUPPLIER

Name of the person duly authorized to sign the Bid on behalf of the -

Bidder: NASSOR MOHAMMED ABDI

Title of the person signing the Bid C.E.O

Signature: 

Date signed ..... day of December 2021.

In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder: **YANTAI JINTUO AUTOMOBILE TECHNOLO CO. LTD**





MELISHA MEDIA PRODUCTION LIMITED  
GENERAL SUPPLIER AND PRINTING SERVICES  
P.O. Box 3863, MPENDAE - ZANZIBAR  
Tel: +255 778 424 444 / +255 777 111 000  
Email: melishamediaproductio@gmail.com  
Website: www.melishamedia.com

03<sup>rd</sup> January, 2022

TO

EXECUTIVE DIRECTOR

COMMISSION FOR NATIONAL COORDINATION AND DRUG CONTROL ZANZIBAR

P.O. Box 1855

ZANZIBAR

Dear Sir,

RE: TENDER ACCEPTANCE FOR SUPPLY OF GARAGE MACHINE AND TOOLS.

This is to notify you that we are thrilled to accept your tender that awarded to us (Melisha Media Production LTD and General Supplier) for Supply, Installation and Commissioning of Garage Machine and Tools, with **Tender No: SMZ/CO4/G/SS/2021-2022** at the Contact Price of **USD 105,253.8** Equivalent to **TZS 242,911,054/=** (Two Hundred Forty Millions Nine Hundred Eleven Thousand and Fifty Four Only, VAT Inclusive).

It is with great pleasure that we accept the awarded tender and we promise timely supply of quoted items at desired quality and working together with your team to achieve the task.

Should you have any queries on the subject matter, please feel to contact us [melishamediaproductio@gmail.com](mailto:melishamediaproductio@gmail.com). With strong and clear communications we can elicit the result you want.

Sincerely,

Nassor Abdi

Managing Director

Melisha Media Production LTD & General Supplier





**COMMISSION FOR NATIONAL COORDINATION AND DRUG  
CONTROL  
P.O. BOX 1855  
MIGOMBANI MNARA WA MBAO  
ZANZIBAR**

**NEGOTIATION MEETING BETWEEN**

**COMMISSION FOR NATIONAL COORDINATION AND DRUG  
CONTROL**

**AND**

**MELISHA MEDIA PRODUCTION LTD  
GENERAL SUPPLIER AND PRINTING SERVICES**

**SUPPLY INSTALLATION AND COMMISSIONING OF GARAGE  
MACHINES AND TOOLS.**

**TENDER NO. SMZ/C04/G/SS/2021-22/25**

**MINUTES OF CONTRACT NEGOTIATION MEETING BETWEEN CNCDC AND  
MELISHA MEDIA PRODUCTION LTD GENERAL SUPPLIER AND PRINTING  
SERVICES**

**THE MEETING HELD IN CNCDC MEETING ROOM ON 2/1/2022.**

**1.0 Presents**

<b>S/N</b>	<b>NAME</b>	<b>POSITION</b>	<b>ORGANIZATION</b>
1.	ASMA H. AMEIR	CHAIRMAN	CNCDC
2.	MAHMOUD I. MUSSA	MEMBER	CNCDC
3.	AMINA M. AME	SECRETARY	CNCDC
4.	KHALFAN A. SAID	MEMBER	CNCDC
5.	NASSOR M. ABDI	MEMBER	MMPL -GENERAL SUPPLIER & PRINTING
6.	GEOPHRY MKINGA	MEMBER	MMPL -GENERAL SUPPLIER & PRINTING

**2.0 AGENDA**

1. Opening of meeting.
2. Negotiation between CNCDC and Melisha Media Production Ltd General Supplier and Printing Services for the contract of Supply Installation and Commissioning of Garage Machines and Tools.
3. Closing.

**3.0 OPENING.**

The meeting opened at 2:00pm.

**4.0 NEGOTIATION BETWEEN CNCDC AND MELISHA MEDIA  
PRODUCTION LTD GENERAL SUPPLIER AND PRINTING SERVICES  
FOR THE CONTRACT OF SUPPLY INSTALLATION AND  
COMMISSIONING OF GARAGE MACHINES AND TOOLS.**

The meeting was convened as per the negotiation plan. The major areas for negotiation were as follows:

- Technical Specification

- Discount
- Warranty period
- Provision of periodic services
- Training
- Installation
- Documentation
- Mode of payment
- Delivery period.
- The final total price.

#### **4.0 RESULT OF CONTRACT NEGOTIATION MEETING**

The negotiation meeting was successful, both parties agreed on the following:

#### **5.0 TECHNICAL SPECIFICATION**

Both parties agreed with the technical specification as per the tender the document.

#### **6.0 DISCOUNT**

The supplier agreed to provide discount of USD 1,500 of the bid price. And allow the purchaser to print 10,000 pcs of brochures which is equivalent to TZS 3,000,000/=.

#### **7.0 MODE OF PAYMENT**

Mode of payment will be as follows: -

- 20% deposit of total cost
- 30% after production. The supplier has to submit the BL or draft BL within 45 days after the payment. if the supplier fail to submit the Bill of Leading (BL), the client has to impose the penalty of 0.1% per day of the contract price.
- 30% after delivery in Zanzibar port to the final destination Kidimni Zanzibar.
- 20% shall be made after installation, training and acceptance of goods.



**Note:** Due to the shortage of time and Chinese New Year Holidays the seller has to pay 20% as down payment to the manufacturer as soon as possible before 5/01/2022 in order to meet our objectives. And the purchaser shall do the best so as to meet the schedule of payment.

**8.0 DELIVERY PERIOD.**

The delivery period of the goods will be three months up to the final destination, three weeks for the installation and three months for training.

**9.0 WARRANTY**

Warranty period will be 2 years.

**10.0 PERFORMANCE SECURITY**

Due to the shortage of time the client change the security from bank guarantee to the collateral and inform the seller to submit the original house deed/ statutory declaration

**11.0 TRAINING**

The purchaser has to provide at least 15 people for training include 2 staffs as operation manager, 2 staffs spray booth, 3 staffs for steel plate, 2 staffs for wheel alignment, AC machine 2 staffs, diagnosis machine 3 staffs.

**Note:** Within the three months if the trainees fail to meet their obligation. The purchaser allows to provide other new trainees in order to meet the purchaser expectation.

**12.0 INSTALLATION**

The seller has to provide all requirements which are needed for the installation.

**13.0 DOCUMENTATION**

The entire documents include BL the supplier has to use the purchaser's name.

**14.0 THE FINAL TOTAL PRICE.**

The final total price shall be USD 104,253.8 equivalent to TZS 242,911,354/= VAT Inclusive instead of USD 105,753.8

**15.0 CLOSING**

The meeting closed at 5:30pm.



**ASMA H. AMEIR**  
**/EXECUTIVE DIRECTOR**  
**CNCDC.**



**NASSOR M. ABDI**  
**CEO**  
**MELISHA MEDIA PRODUCTION**  
**LTD GENERAL SUPPLIER AND**  
**PRINTING SERVICES**



**SECTION VII: TECHNICAL SPECIFICATIONS**

赛泽国际贸易有限公司 S & Z

YANTAI JINTUO AUTOMOBILE TECHNOLOGY CO.LTD






(烟台市劲拓汽车科技有限公司)

AND MELISHA MEDIA PRODUCTION LIMITED  
GENERAL SUPPLIER AND PRINTING SERVICES



**GARAGE TYPES OF EQUIPMENT AND GENERAL SUPPLY.**









ATTN:  
Company:  
E:

QUOTATION LIST							
NO.	NAME	PICTURE	MODEL	SPECIFICATIONS	EXW PRICE (USD)	QTY (SET)	AMOUNT (USD)
1	Spray Booth		JPB-360	Outer: 7000*5350*3350(L*W*H) Inner: 6900*4000*2650(L*W*H) 380V/50Hz/3Ph 15 kw Intake Fan: 4kw*2 Outake Fan: 5.5kw Diesel Style	US\$7,400.00	1	US\$7,400.00
2	Steel Plate Frame Machine		J-300	Lifting Capacity: 3500kgs Deck Length: 5600mm Deck Width: 2200mm Deck Height: 520mm Deck Thickness: 120mm Pulling Force Per Tower: 10ton Hydraulic Pressure: 10,000PSI C/W Tooling Borad(Accessories); 2*Round Tower; 2*Air Pumps; 2*Chains(Φ12mm)	US\$4,420.00	1	US\$4,420.00
3	2 Post Car Lift		JTL-4000BM	Lifting Capacity: 4000kgs Min.Height: 100mm Lifting Height: 1850mm Lifting Time/Lowering Time: 50-60s 110V/220V/380V Motor Power: 2.2kw Dual Point Lock Release	US\$1,630.00	3	US\$4,890.00
4	Car Lift		JSL-3500U	Lifting Capacity: 3500kgs Min. Height: 330mm Max. Lifting Height: 1800mm Runway Length: 1560-1760mm Runway Width: 550mm Lifting Time/Lowering Time: 50-60s 110V/220V/380V Motor Power: 2.2kw In Ground Mounting Type Pneumatic Lock Release	US\$2,650.00	1	US\$2,650.00
5	In-Ground Scissor Lift		JSLX-4000AU	Lifting Capacity:4000kgs Min. Height: 340mm Max. Lifting Height: 1750mm Jack Lifting Height: 450mm Runway Length: 4500mm Runway Width: 600mm Lifting Time/Lowering Time: 50-60s 110V/220V/380V Motor Power: 2.2kw Inground Mounting Type Pneumatic Lock Release	US\$5,370.00	1	US\$5,370.00











QUOTATION LIST							
NO.	NAME	PICTURE	MODEL	SPECIFICATIONS	EXW PRICE (USD)	QTY (SET)	AMOUNT (USD)
13	Air Compressor		AC-0.9/8	Tank Size: 180L Motor Power: 7.5KW/10HP Piston/Cylinder: Ø90mmx2/Ø65mmx1 Speed: 920RPM Pressure: 8Bar/115psi/0.8Mpa Capacity: 900L/min Operating Voltage: 380V	US\$760.00	1	US\$760.00
14	Air Tank		J-AT-1000	1000L 8Bar	US\$720.00	1	US\$720.00
15	Battery Charger		J-BC1200A	For Car, light truck, middle truck Input Voltage: 220V 12V Charging: 9-13V 24V Charging: 20-27V 12V Boost: 14V 24V Boost: 28V Input Current: 15A Starting Current: 1200A Max. Charging Current: 100a Max. Capacity: 600AH Generator Power: 8kw Pure Copper winded motor	US\$530.00	1	US\$530.00
16	Refrigerant Recycle and Charge Machine		JAC-953A	Recovery Rate: ≤600g/min Charge Rate: ≤1200g/min Coolant Tank: ≤12L Charge Volume: 0-12kg Charge Accuracy: ±5g Refrigerant: R134a Pump Rate: 90L/min Compressor: 3/8HP	US\$1,900.00	1	US\$1,900.00
17	Pneumatic Dust Free Drying Sanding machine		BL-502	Max. Power 1200W Max. Flow: 3900L/min Max. Vacuum: 2400pa Dust Bag Capacity: 50L Cabinet Size: 50x50x134cm	US\$2,150.00	1	US\$2,150.00
18	7 Draw Movable Tools Trolley		SKU79156	Material: Steel Bearing Weight for each drawer: 40kg Steel thickness: 1.0mm Size: 710*470*950mm	US\$355.00	4	US\$1,420.00
19	Tool Box		JT-7T-369	7 drawer With 369pcs tool	US\$520.00	4	US\$2,080.00

*W*









QUOTATION LIST							
NO.	NAME	PICTURE	MODEL	SPECIFICATIONS	EXW PRICE (USD)	QTY (SET)	AMOUNT (USD)
20	Shop Press		with gauge	20T	US\$350.00	1	US\$350.00
21	10T Porta Power Jack		PPJ-10T	RATED LOAD: 10T STROKE: 135mm MIN. HEIGHT: 358mm	US\$200.00	1	US\$200.00
22	2 Ton Shop Crane		JTSC-2T	RATED LOAD: 2T LIFTING HEIGHT: 2300mm	US\$220.00	1	US\$220.00
23	Transmission Jack		JT-0.5TJ	RATED LOAD: 0.5T MIN. HEIGHT: 870mm MAX. HEIGHT: 1795mm	US\$470.00	1	US\$470.00
24	Oil Drainer		LDOD-01	Tank Capacity: 80L Oil Tray Capacity: 10L Measuring Cup: 10L Adjustable height: 100-160cm Oil Temperature Range: 1-80degree With Clear Container	US\$210.00	2	US\$420.00
25	Jack Stand		JS-3T	3TON Capacity and 2 pcs included	US\$39.00	12	US\$468.00
26	3Ton Jack(dual pump)		JTJ-3S	Single Pump Capacity: 3Ton Min. Height: 130mm Max. Height: 465mm	US\$110.00	3	US\$330.00
27	Spray Gun (Primer)		J-APR-1000	Injector Diameter: 1.3mm Spray Distance: About 200-240mm Air Inlet: G1/4"	US\$190.00	1	US\$190.00

*N*

QUOTATION LIST							
NO.	NAME	PICTURE	MODEL	SPECIFICATIONS	EXW PRICE (USD)	QTY (SET)	AMOUNT (USD)
28	Spray Gun (Finisher)		J-APR-1000	Injector Diameter: 1.3mm Spray Distance: About 200-240mm Air Inlet: G1/4"	US\$240.00	1	US\$240.00
29	Paint Stand		CS-200		US\$160.00	1	US\$160.00
30	Paint Stand		CS-100		US\$82.00	1	US\$82.00
31	Diagnostics Scanner		TabScan S8M	EUCLEIA BRAND Operating system: Android 6.0.1 CPU: Quad-core 1.8GHz processor Memory: 2 GB Storage capacity: 32GB LCD: 8 inch capacitive touch screen LCD resolution: 1280*800 Camera: 5.0 mega pixels rear camera Wi-Fi: Support 802.11 a/b/g/n Bluetooth: 4.0 Working temperature: 0°C ~ 50°C Storage temperature: -20°C ~ 70°C	US\$1,265.00	1	US\$1,265.00
32	Car Washer		JT-CW	Power: 5KW Working Pressure: 11Mpa Flow: 20.5L/min Rotate Speed: 1440rpm Operating Voltage: 220V, 50Hz, 1Ph	US\$400.00	1	US\$400.00
33	Shelf		JT-S-240	200*60*200cm 240kgs	US\$238.00	1	US\$238.00
34	Bench Vise		J-BV-6	6"	US\$145.00	1	US\$145.00
35	Cupboard		J-CB-1000	1000*600*1800mm	US\$440.00	1	US\$440.00




N








QUOTATION LIST							
NO.	NAME	PICTURE	MODEL	SPECIFICATIONS	EXW PRICE (USD)	QTY (SET)	AMOUNT (USD)
36	Hammer Set		J-SH-7	7pcs	US\$175.00	2	US\$350.00
37	Hammer		J-H320	320g Length: 330mm	US\$27.00	6	US\$162.00
38	Hammer		J-H390	390g Length: 330mm	US\$32.00	5	US\$160.00
39	Hammer		J-H12L	12lbs Length: 890mm New Weight: 6.4kgs 2pcs Included	US\$28.00	2	US\$56.00
40	Hammer		J-H320	320g Length: 330mm	US\$25.00	5	US\$125.00
41	Plier Set		J-CP-11	11"	US\$23.00	5	US\$115.00
42	Plier Set		J-CP-10	10"	US\$23.00	3	US\$69.00
43	Plier Set		J-CP-24	24"	US\$21.00	2	US\$42.00

N



QUOTATION LIST							
NO.	NAME	PICTURE	MODEL	SPECIFICATIONS	EXW PRICE (USD)	QTY (SET)	AMOUNT (USD)
44	Torture Set		J-FC-1	40*12cm	US\$4.90	2	US\$9.80
45	Cross Bar Set		J-CB-5	4"/5"/6"/7"/8"	US\$12.00	3	US\$36.00
46	Air Sander Machine		J-AS-5	Eccentric range: 5" Rotate speed: 13500rpm	US\$45.00	2	US\$90.00
47	Air Spray Gun		J-SG		US\$13.90	3	US\$41.70
48	Air Sealant Gun		J-SG	330L	US\$10.00	2	US\$20.00
49	Air Grater Long Sand Gun		JT-7029	Stroke: 30mm 70*400mm Air Connector: 1/4"	US\$73.00	2	US\$146.00
50	Sanding Machine		J-FF04-180	1400W Speed: 100-3600rpm Diameter: 180mm 220V/50HZ/1PH	US\$178.00	2	US\$356.00
51	Paint Dry Machine		J-AD-2000	2000w	US\$80.00	2	US\$160.00

*(Handwritten signature)*

QUOTATION LIST							
NO.	NAME	PICTURE	MODEL	SPECIFICATIONS	EXW PRICE (USD)	QTY (SET)	AMOUNT (USD)
52	Big Size Wedge		J-W-198	70*198mm	US\$12.00	3	US\$36.00
53	Small Size Wedge		J-W-125	70*125mm	US\$9.50	3	US\$28.50
54	Hand Wedge		J-HW-6	Size 6"	US\$4.90	3	US\$14.70
55	Spatula		J-HW-3	3"4"/5"	US\$2.50	4	US\$10.00
56	Putty Applying Equipment		J-PAE-4	4"/6"	US\$4.50	3	US\$13.50
					SUB TOTAL		US\$52,959.20
					FOB CHARGE AND SHIPPING COST FROM CHINA TO ZANZIBAR PORT (40ft Container)		US\$11,500.00
					Clearing charges from Zanzibar Port to Warehouse		US\$5,500.00
					VAT 15%		US\$10,493.88
					<b>TOTAL AMOUNT</b>		<b>US\$80,453.08</b>

Important Declaration: All quotes based on T/T payment, 30% prepay,70% before shipment.

Production time: 25-30days after receiving the payment

**2 years Warranty**

Remark:

\*\*\* Quotations are based on quantities customers provided.

\*\*\* Valid for 10 days.

\*\*\* Prices have to be adjusted if exchange rate changes exceed 5%.



*N*





## TOTAL COST OF PROPOSAL

The total cost of proposal is;

Machines and equipment	US\$ 80,453.08
Other charges: (installation, training and 10% profit)	+ <u>US\$ 25,300.00</u>
<b>TOTAL COSTS:</b>	<b><u>US\$ 105, 753.80</u></b>

### MODE OF PAYMENT:

- 20% Deposit of total cost
- 30% after production
- 30% after delivery in Zanzibar port to warehouse
- 20% after installation and training

Payment should be made on the following account

PBZ BANK A/C. 0739969001 Name: MELISHA MEDIA PRODUCTION LTD

### NOTE:

Inspection: We guarantee full supervision of goods from production, transportation to buyer's warehouse.

Packing: the product packaging should meet the requirements of the buyer's packaging, the seller shall be responsible for any damage to the product during the course of transportation or carton size was not suitable for the products.

Warranty: 2 years guarantee

*"Thank you for doing business with us."*







**REVOLUTIONARY GOVERNMENT OF ZANZIBAR  
COMMISSION FOR NATIONAL COORDINATION AND DRUG CONTROL**

PHONE: 255 223 3403

P. O. BOX 1855

FAX: 255 223 3405

ZANZIBAR

Ref No: **CNCDC/T.8/VOL.2/89**

Date: 03<sup>th</sup> January, 2022

**DIRECTOR,  
MELISHA MEDIA PRODUCTION LTD GENERAL SUPPLIER  
AND PRINTING SERVICES,  
P.O.BOX 3863,  
ZANZIBAR.**

**SUB: NOTIFICATION OF AWARD FOR SUPPLY INSTALLATION  
AND COMMISSIONING OF GARAGE MACHINES AND TOOLS  
TENDER NO: SMZ/C04/G/SS/2021-22/25**

Kindly refer to the above subject matter.

This is to notify you that the Client has accepted your offer and you have been awarded the contract for **SUPPLY INSTALLATION AND COMMISSIONING OF GARAGE MACHINES AND TOOLS, TENDER NO: SMZ/C04/G/SS/2021-22/25** at the Contract Price of **USD 104,253.8 Equivalent to TZS 242,911,354/- (Two Hundred Forty Two Millions Nine Hundred Eleven Thousand Three Hundred And Fifty Four Only, VAT Inclusive)** we agreed and accept by both parties.

Please, Excellency, accept the assurances of my highest consideration.

**COL. BURHANI Z. NASORO  
EXECUTIVE DIRECTOR,  
COMMISSION FOR NATIONAL COORDINATION AND DRUG CONTROL  
ZANZIBAR.**

