

## Form of Contract

This Agreement, made the 27 day of April, 2022 between ,Ministry of Health, P.O. Box 743 Dodoma (hereinafter called "the Purchaser") and **TOP FLOOR GLOBAL LIMITED, P.O. BOX. 105067 DAR ES SALAAM** (hereinafter called "the Supplier") of the other part.

Whereas the Purchaser is desirous that the Supplier execute Contract for **Supply of studio equipment for Health Promotion Centre**. (Hereinafter called "the Works") and the Purchaser has accepted the Tender by the supplier for the execution and completion of such works and the remedying of any defects therein in the **Sum of Tshs Four Hundred Fifty Million Five Hundred Fifteen Thousand Six Hundred Ninety-Two Eighty cents only. 450,515,692.80) VAT inclusive** for a period of Six weeks after signing the contract.

Now this Agreement witnessed as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
  - i) Form of Contract,
  - ii) Special Conditions of Contract,
  - iii) General Conditions of Contract,
  - iv) Negotiation Minutes
  - v) Letter of Acceptance,
  - vi) Form of Tender
  - vii) Specifications
  - viii) Schedule of Requirements

2. In this contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this contract.

3. In consideration of the payment to be made by the Purchaser under terms of Ministry of Health to the supplier as hereinafter mentioned, the supplier hereby covenants with the Purchaser to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

Purchaser to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier **Sum of Tshs Four Hundred Fifty Million Five Hundred Fifteen Thousand Six Hundred Ninety-Two Eighty Cents only (450,515,692.80) VAT inclusive** in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

5. In Witness whereof the parties thereto have caused this <sup>Contract</sup> ~~Agreement~~ to be executed the day and year first before written.

**For and on behalf of the PURCHASER**

Name Inhammad Masha  
Signature [Signature]  
Title Acting Personnel Security  
Date 27 April, 2022

**In the Presence of:**

Name DICKSON PRANANDA  
Signature [Signature]  
Title LEGAL OFFICER  
Date 27 April, 2022

**For Supplier**

Name KELLOW D-NK-A  
Signature [Signature]  
Title Managing Director  
Date 13.04.2022

**In the presence of:**

Name NOREEN MUHI  
Signature [Signature]  
Title CLIENTS RELATION MANAGER  
Date 13.04.2022



**SPECIAL CONDITIONS OF CONTRACT**

### Special Conditions of Contract (SCC)

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
<b>Definitions (GCC 1)</b>		
1.	1.1	The Purchaser is: <b>The permanent Secretary, Ministry of Health, Mtumba Area, Afya Street, P.O Box 743, 40478 DODOMA, TanzaniaE-mail: ps@moh.go.tz</b>
2	1.1 (c)	Commencement Seven days after signing the contract
	1.1 (d)	Delivery date Six weeks after signing the contract
3.	1.1(j)	The Supplier is: i) M/s Top Floor Global Co Ltd P.O.BOX 105067, Dar es salaam.
4.	1.1(q)	The Project is: Procurement of studio equipment for Health Promotion Centre
<b>Governing Language (GCC 4)</b>		
5.	4.1	The Governing Language shall be: <b>English</b>
<b>Applicable Law (GCC 5)</b>		
6.	5.1	The Applicable Law shall be: <b>Laws of Tanzania</b>
<b>Country of Origin (GCC 6)</b>		
7.	6.1	Country of Origin is Tanzania
<b>Performance Security (GCC 10)</b>		
8.	10.1	The amount of performance security, as a percentage of the <del>Contract</del> Price, shall be: <b>Ten percent (10% of the contract price.</b>
9.	10.4	After delivery and acceptance of the Goods, the performance security shall be reduced to <b>Two (2) percent of the Contract Price</b> to cover the Supplier's warranty obligations in accordance with GCC 18.2.
<b>Inspections and Tests (GCC 11)</b>		
10.	11.2	The following SCC shall supplement GCC Clause 11.2 The Goods shall be packed properly



11.	12.2	The following SCC shall supplement GCC 12.2: <b>Goods shall be packed properly in accordance with Standard Export Packing specified in accordance with the minimum required technical specifications. The marking should indicate;</b> Not Applicable (N/A)
<b>Delivery and Documents (GCC 13)</b>		
12.	13.1	<b>For Goods supplied from abroad:</b> Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company: (i.) One original plus four copies of the Supplier's invoice showing Goods' description, Quantity, Unit Price, and Total Amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) Insurance certificate; (v.) Manufacturers or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. The above documents shall be received by the PE at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
13.	13.3	<b>For Goods from within the United Republic of Tanzania:</b> Upon delivery of the Goods to the transporter, the Supplier shall notify the PE and mail the following documents to the PE: (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) One-year Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Tanzania Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. The above documents shall be received by the PE before arrival of the Goods and, if not received, the Supplier will be

	responsible for any consequent expenses.
	<b>Insurance (GCC 14)</b>

14.	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.
<b>Incidental Services (GCC 16)</b>		
15.	16.1	Incidental services to be provided are: <i>a. Re packing as per distribution list after inspection before delivery to the final destination</i> <i>b. Training/Demonstration to final receiver of equipment.</i>
<b>Spare Parts (GCC 17)</b>		
16.	17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit
<b>Warranty (GCC 18)</b>		
17.	18.2	GCC 17.2—In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (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, <b>Or</b> (b) pay liquidated damages to the PE with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
18.	18.4 & 18.5	The period for correction of defects in the warranty period is: <b>thirty [30] days</b>
<b>Payment (GCC 19)</b>		
19.	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: <b>Payment for Goods supplied from abroad N/A</b> Payment of foreign currency portion shall be made in <b>Tanzania Shillings</b> in the following manner:

		<p>(i) <b>Advance Payment: N/A</b></p> <p>(ii) <b>On Shipment: N/A</b></p> <p>(iii) <b>On Acceptance: N/A</b></p> <p>Payment of local currency portion shall be made in <b>Tanzania Shillings (TZS)</b> within thirty (30) days of presentation of claim supported by a certificate from the PE declaring that the Goods have been delivered and that all other contracted Services have been performed to the required standards.</p> <p><b>Payment for Goods and Services supplied from within the United Republic of Tanzania:</b></p> <p>Payment for Goods and Services supplied from within the United Republic of Tanzania shall be made in Tanzanian Shillings, as follows:</p> <p>(i) <b>Advance Payment: N/A</b></p> <p>(ii) <b>On Delivery: N/A</b></p> <p>(iii) <b>On Acceptance: One Hundred (100) percent</b> 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.</p>
<b>Prices (GCC 20)</b>		
21.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <b>Not Applicable.</b>
<b>Liquidated Damages (GCC 26)</b>		
22	31.	Place of Arbitration shall be Dodoma
		Maximum deduction: <b>is equal to the performance security.</b>



<b>Procedure for Dispute Resolution (GCC 31)</b>		
24.	32.3	<p>Arbitration institution shall be: <b>Tanzania Institute of Arbitrators</b></p> <p><b>(a) Contract with Foreign Supplier – N/A</b>  any dispute, controversy or claim arising out of or relating to this contract, or breach, termination or invalidity thereof, shall be settled by the arbitrator in accordance with the <b>UNCITRAL Arbitration Rules as at present in force.</b></p> <p><b>(b) Contracts with Supplier's who are nationals of the United Republic of Tanzania</b>  in case of a dispute between the Purchaser and a Supplier who is a national of the Tanzania, the dispute shall be referred to Adjudication or Arbitration in accordance with the <b>laws of Tanzania</b></p> <p>Place for carrying out Arbitration: <b>Dodoma, Tanzania</b></p>
25.	33.1	Appointing Authority for the Adjudicator: <b>Tanzania Institute of Arbitrators</b>
<b>Notices (GCC 35)</b>		
26.	35.1	<p>PE's address for notice purposes:  <b>Permanent Secretary</b>  Ministry of health,  Government City, Mtumba Area, Afya Street,  P.O Box 743, <b>40478 DODOMA, Tanzania</b></p> <p>Supplier's address for notice purposes:  Top floor Global Co Ltd  P.O.BOX 105067  Dar es salaam.</p>



**GENERAL CONDITIONS OF THE CONTRACT**

## GENERAL CONDITIONS OF THE CONTRACT (GCC)

1.	<b>Definitions</b>	1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p>
			<p>a) The <b>Adjudicator</b> is the person appointed by the appointing authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in General Conditions of the Contract (GCC) 31 hereunder.</p>
			<p>b) The <b>Arbitrator</b> is the person appointed by the appointing authority specified in the <b>SCC</b>, to resolve contractual disputes.</p>
			<p>c) <b>"The Contract"</b> means the agreement entered into between the Procuring Entity (PE) and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.  <b>The Commencement Date</b> is the date when the Supplier shall commence execution of the contract as specified in the <b>SCC</b></p>
			<p>d) <b>"Completion"</b> means the fulfillment of the related services  By the Supplier in accordance with the terms and conditions set forth in the contract.</p>
			<p>e) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract  Days are calendar days</p>
			<p>f) A Defective Goods are those goods which are below standards, requirements or specifications stated by the Contract.</p>
			<p>g) <b>"Delivery"</b> means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the PE under Contract.</p>
			<p>h) <b>"Effective Contract date"</b> is the date shown in the Certificate of Contract Commencement issued by the Purchaser upon fulfillment of the condition's precedent stipulated in GCC 3.  <b>"The Purchaser"</b> means the person named as purchaser in the SCC and the legal successors in title to this person</p>

		j)	<p>"The Related Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.</p>
		k)	<p>"GCC" means the General Conditions of Contract contained in this section.</p>
		l)	<p>The <b>Intended Delivery Date</b> is the date on which it is intended that the Supplier shall affect delivery as specified in the <b>SCC</b></p>
		m)	<p>"SCC" means the Special Conditions of Contract.</p>
		n)	<p>"The PE" means the entity purchasing the Goods and related service, as named in <b>SCC</b>.</p>
		o)	<p>"The <b>Supplier</b>" means the individual private or government entity or a combination of the above whose Tender to perform the contract has been accepted by the PE and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC.</p>
		p)	<p>"The Project Name" means the name of the project stated in SCC.</p>
		q)	<p>"Day" means calendar day.</p>
		r)	<p>"Eligible Country" means the countries and territories eligible for participation in procurements financed by the specified institution.</p>
		s)	<p>"End User" means the organization(s) where the goods will be used, as <b>named in the SCC</b>.</p>
		t)	<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.</p>
		u)	<p>"Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse</p>

			<p>weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>v) <b>Specification</b> means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>w) The <b>Supplier</b> is the person, whether natural or legal whose Tender to deliver goods or services has been accepted by the Purchaser</p> <p>x) The <b>Supplier's Tender</b> is the completed Tender document submitted by the Supplier to the Purchaser</p>
2.	<b>Application and interpretation</b>	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>(1) Form of Contract,</li> <li>(2) Special Conditions of Contract,</li> <li>(3) General Conditions of Contract,</li> <li>(4) Negotiation minutes</li> <li>(5) Letter of Acceptance,</li> <li>(6) Form of Tender</li> <li>(7) Specifications</li> <li>(8) Schedule of Requirement</li> <li>(9) Any other document as forming part of the Contract.</li> </ol>



3.	<b>Conditions Precedent</b>	3.1	<p>Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: -</p> <p>a) Submission of performance Security in the form specified in the SCC;</p> <p>b) Furnishing of Advance Payment Unconditional Guarantee.</p>
		3.2	<p>If the Condition precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p>
		3.2	<p>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.</p>
4.	<b>Governing Language</b>	4.1	<p>The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the PE shall be written in the language specified in <b>SCC</b>. Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation.</p>
5.	<b>Applicable Law</b>	5.1	<p>The contract shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania, unless otherwise specified in <b>SCC</b>.</p>
6.	<b>Country of Origin</b>	6.1	<p>The origin of Goods and Services may be distinct from the nationality of the Supplier.</p>
7.	<b>Standards</b>	7.1	<p>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.</p>
8.	<b>Use of Contract Documents and Information; Inspection and Audit by the Government of Tanzania</b>	8.1	<p>The Supplier shall not, without the PE'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 PE in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p>
		8.2	<p>The Supplier shall not, without the PE's prior written consent, make use of any document or information enumerated in GCC 7.1 except for purposes of performing the Contract.</p>
		8.3	<p>Any document, other than the Contract itself, enumerated in GCC 7.1 shall remain the property of the PE and shall be returned (all copies) to the PE on completion of the Supplier's performance under the Contract if so required by the PE.</p>

		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.	<b>Patent and Copy Rights</b>	9.1	The Supplier shall indemnify the PE against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the United Republic of Tanzania.
		9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the PE by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the PE directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.
10	<b>Performance Security</b>	10.1	The Performance Security shall be provided to the Purchaser no later than the date specified in the Letter of Acceptance and 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 <b>SCC</b> .
		10.2	The proceeds of the performance security shall be payable to the PE as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
		10.3	The performance security 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, acceptable to the PE, in the form provided in the Tendering Documents or another form acceptable to the PE; or
		b)	A cashier's or certified check.
		10.4	The performance security will be discharged by the PE 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 <b>SCC</b> .
		10.5	Where circumstances necessitate the amendment of the contract after signature, and such amendment is affected, the PE shall require the Supplier to provide additional Performance Security to cover any cumulative increase of more than ten percent of the initial Contract Price.



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

14	<b>Insurance</b>	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 <b>SCC</b> .
15	<b>Transportation</b>	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 PE or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the United Republic of Tanzania, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the United Republic of Tanzania, defined as the Project Site, transport to such place of destination in the United Republic of Tanzania, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16	<b>Incidental Services</b>	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in <b>SCC</b> :
		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 PE's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
		16.2	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.



17	<b>Spare Parts</b>	17.1	As specified in <b>SCC</b> , the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
			a) Such spare parts as the PE may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
			b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i) advance notification to the PE of the pending termination, in sufficient time to permit the PE to procure needed requirements; and</li> <li>ii) following such termination, furnishing at no cost to the PE, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>
18	<b>Warranty</b>	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the PE, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the United Republic of Tanzania.
		18.2	This warranty shall remain valid for a period specified in the <b>SCC</b> 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 <b>SCC</b> after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in <b>SCC</b> .
		18.3	The PE shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
		18.4	Upon receipt of such notice, the Supplier shall, within the period specified in <b>SCC</b> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the PE other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
		18.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in <b>SCC</b> , the PE 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 PE may have against the Supplier under the Contract.

19	Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in <b>SCC</b> .
		19.2	The Supplier's request(s) for payment shall be made to the PE 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, and upon fulfillment of other obligations stipulated in the Contract.
		19.3	Payments shall be made promptly by the PE, within sixty (60) days after submission of an invoice or claim by the Supplier. If the PE makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the <b>SCC</b> .
		19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in <b>SCC</b> 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 <b>SCC</b> pursuant to GCC 19.4
20	Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
		20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in <b>SCC</b> or in the PE's request for Tender validity extension, as the case may be.
21	Change Orders	21.1	The PE may at any time, by a written order given to the Supplier pursuant to GCC 22, 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 PE;
		b)	The method of shipment or packing;
		c)	The place of delivery; and/or
		d)	The Services to be provided by the Supplier.
	21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the PE's change order.	



		21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22	<b>Contract Amendments</b>	22.1	Subject to GCC 20, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23	<b>Assignment</b>	23.1	Neither the PE nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24	<b>Subcontracts</b>	24.1	The Supplier shall consult the Procuring Entity in the event of subcontracting under this contract if not already specified in the Tender. Subcontracting shall not alter the Supplier's obligations.
		24.2	Subcontracts must comply with the provision of GCC 5.
25.	<b>Delays in the Supplier's Performance</b>	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
		25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity 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 Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
		25.3	Except as provided under GCC 28, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 26, unless an extension of time is agreed upon pursuant to GCC 25.2 without the application of liquidated damages.

26.	<b>Liquidated Damages</b>	26.1	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 Procuring Entity 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 <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security specified in <b>SCC</b> . Once the said maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 26.
27.	<b>Termination for Default</b>	27.1	The Procuring Entity or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
		27.2	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 Procuring Entity pursuant to GCC Clause 24; or
		b)	the Supplier fails to perform any other obligation(s) under the Contract;
		c)	Supplier's failure to submit performance security within the time stipulated in the SCC;
		d)	the supplier has abandoned or repudiated the contract.
		e)	The Procuring Entity or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
		f)	a payment is not paid by the Procuring Entity to the Supplier after 84 days from the due date for payment;
		g)	the Procuring Entity 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 Procuring Entity; and
		h)	if the Procuring Entity determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.
		For the purpose of this clause:	



		<p>“Corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;</p> <p>“coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any 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;</p> <p>“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</p> <p>“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity and includes collusive practices among Suppliers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;</p> <p>“Obstructive practice” means acts intended to materially impede access to required information in exercising a duty under this Contract;</p>
	27.3	<p>In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Entity 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 Procuring Entity for any excess costs for such similar Goods or Services.</p> <p>However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>

28.	<b>Force Majeure</b>	28.1	<p>Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.</p>
		28.2	<p>If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity 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.</p>
29.	<b>Termination for Insolvency</b>	29.1	<p>The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.</p>
30.	<b>Termination for Convenience</b>	30.1	<p>The Procuring Entity, 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 Procuring Entity's convenience, the Contract is terminated, and the date upon which such termination becomes effective.</p>
		30.2	<p>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 Procuring Entity at the Contract terms and price. For the remaining Goods, the Procuring Entity may elect:</p>
		a)	<p>To have any portion completed and delivered at the Contract terms and prices; and / or</p>
		b)	<p>To cancel the remainder and pay to the Supplier an agreed</p>

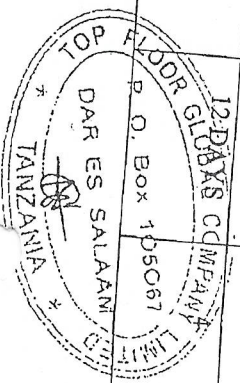


			amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
<b>31. Disputes Resolution</b>	31.1		In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in <b>SCC</b> .
	31.2		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.
	31.3		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.
<b>32. Procedure for Disputes</b>	32.1		The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the <b>SCC</b> .
	32.2		The rate of the Adjudicator's fee and administrative costs of adjudication 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.
	32.3		The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, shown in the <b>SCC</b> .
<b>33. Replacement of Adjudicator</b>	33.1		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 appointed by the Appointing Authority.
<b>34. Limitation of Liability</b>	34.1		Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
		a)	The supplier shall not be liable to the Procuring Entity, 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 Procuring Entity; and
		b)	The aggregate liability of the Supplier to the Procuring Entity, 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 Procuring Entity with respect to patent infringement.

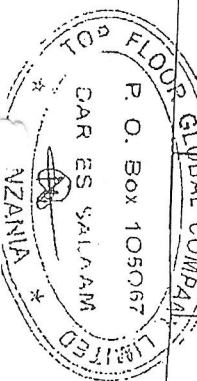


35.	<b>Notices</b>	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in <b>SCC</b> .
		35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36.	<b>Taxes and Duties</b>	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the United Republic of Tanzania.
		36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the United Republic of Tanzania the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
		36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

11	Motorized camera slider	USA	12 DAYS	4	970,000	3,880,000.00
12	Rode blimp windshield	CHINA	12 DAYS	4	1,120,000	4,480,000.00
13	Neewer 43-inch/ 110cm 5-in 1 collapsible multi-disc light Reflector with bag - translucent, silver gold white and black	CHINA	12 DAYS	4	180,000	720,000.00
14	Full frame Digital	CHINA	12 DAYS	4	9,520,000	38,080,000.00
15	Libec heavy duty camera	USA	12 DAYS	6	3,200,000	19,200,000.00
16	Raveli ATD Tripod dolly for camera photo lighting	UAE	12 DAYS	4	260,000	1,040,000.00
17	Black magic design	UAE	12 DAYS	2	685,000	1,370,000.00
18	Serial digital interface	CHINA	12 DAYS	10	265,000	2,650,000.00
19	USB to HDMI Adapter,	CHINA	12 DAYS	4	131,000	524,000.00
20	50m HDMI Cables	CHINA	12 DAYS	10	168,336	1,683,360.00
21	Atomos ninja V Atomos ninja v 4k p 60 10-bit HDR Daylight viewable 1000 nit portable monitor/recorder ATOMNINJA VO1	CHINA	12 DAYS	5	2,320,000	11,600,000.00
22	4G universal modem router mifi for all network	USA	12 DAYS	4	250,000	1,000,000.00
23	Audio connector TRS/ TSR cables (1/4" and 1/8" jacks) Pro-audio XLR Male to 1/4 in male for audio	USA	12 DAYS	4	58,000	232,000.00



24	Canon EF 24-105 MM	USA	12 DAYS	4	4,200,000	16,800,000.00
25	Sony NP-F 770 Lithium ion battery pack	USA	12 DAYS	4	220,000	880,000.00
26	LCD Quick battery charger	CHINA	12 DAYS	3	55,000	165,000.00
27	Blackmagic design ATEM	UAE	12 DAYS	2	10,520,000	21,040,000.00
28	Black magic design web	UAE	12 DAYS	2	1,895,000	3,790,000.00
29	Glide gear TMP 100 iPad / Tablet	CHINA	12 DAYS	4	1,170,000	4,680,000.00
30	27-inches I Mac core i7	USA	12 DAYS	4	4,100,000	16,400,000.00
31	Zhynun crane s3 Lab	CHINA	12 DAYS	2	2,950,000	5,900,000.00
32	Billhone 3 in 1 mult-function desktop microphone stand	USA	12 DAYS	8	140,000	1,120,000.00
33	EIVOTOR 2 Pack professional lavaliere lapel	CHINA	12 DAYS	10	125,000	1,250,000.00
34	Godox Ving V5011 GN 60		12 DAYS	8	965,000	7,720,000.00
35	DJI RS 2-3-AXIS Gimbal stabilizer for DSLR	USA	12 DAYS	4	3,560,000	14,240,000.00
36	Apple MacBook pro-15	USA	12 DAYS	4	3,700,000	14,800,000.00
37	Zoom H4 n pro all	USA	12 DAYS	3	1,015,000	3,045,000.00
38	San disk extreme PRO	CHINA	12 DAYS		435,000	8,700,000.00





THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF HEALTH

Telegrams: "AFYA"  
DODOMA  
Tel. No: +255-26-2323267  
E – Mail. PS@afya.go.tz  
(All letters should be  
addressed to  
the Permanent Secretary)  
In Reply please quote:



Gouvernement city Mtumba,  
Afya Road,  
P. O. Box 743,  
40478 DODOMA.

Ref. No. CAB 209/549/02/ 140

22<sup>nd</sup>February, 2022

M/s, Top Floor Global Co Ltd  
P.o. Box  
DAR ES SALAAM

**RE: NOTIFICATION OF AWARD FOR SUPPLY OF STUDIO  
EQUIPMENT TENDER NO. ME/007/2021 -2022/HQ/G/95**

Reference is made to the above heading.

2. Please be informed that, your quotation No ME/007/2021 - 2022/HQ/G/95 for supply of Studio Equipment's for Health Promotion Centre was approved by Ministerial Tender Board.
3. The contract is hereby accepted, by the Ministry of Health, at a Total Contract sum of **Tanzania Shs (450,515,692.80) Only VAT inclusive**
4. Thank you for your cooperation

A handwritten signature in cursive script, appearing to read 'Abel N. Makubi'.

Prof. Abel N. Makubi

**PERMANENT SECRETARY (HEALTH)**

**Copy:**

Chief Executive Officer  
Public Procurement Regulatory Authority  
P. O. Box 49  
Dar-es-Salaam



# TOP FLOOR

## GLOBAL

info@topfloorglobal.co.tz

TOP FLOOR GLOBAL CO. LTD  
Plot. 174, Block D, Msasani Area  
P.O. Box 105067  
Dar es Salaam, Tanzania  
+255 743 555 222 +255 789 555 222

Permanent Secretary - Ministry Of Health  
Government City Mtumba,  
Afya Road,  
P. O. Box 743,  
40478 DODOMA

In response of: Ref No. CAB 209/549/02/410

2nd March, 2022

Dear Sir,

**RE: RECEPTION OF AWARD NOTIFICATION FOR SUPPLY OF STUDIO EQUIPMENT TENDER  
NO. ME/0007/2021-2022/HQ/G/95**

Caption above refers.

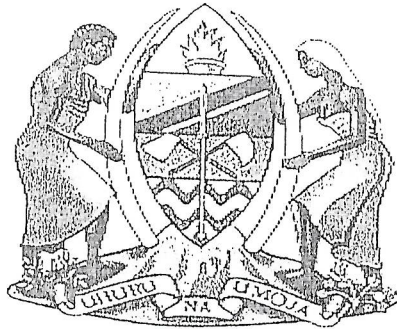
I am writing this letter in response to the tender award notice letter Ref No. CAB 209/549/02/410 we received. Please know that we have been extremely humbled and honoured to receive your notice of award for supply of studio equipment Tender No. ME/007/2021-2022/HQ/G/95.

We have accepted the award notice with contract sum of **450,515,692.80 TZS** (VAT inclusive) positively and once again thank you for considering us for this project and may this be the positive start of our working partnership with your kind ministry sir.

Regards,

  
Kellan D. Mweya  
Managing Director

THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF HEALTH COMMUNITY DEVELOPMENT, GENDER,  
ELDERLY AND CHILDREN



NEGOTIATION MINUTES

Contract Name: SUPPLY OF STUDIO EQUIPMENT under IMF

Supplier Name: TOP FLOOR GLOBAL CO LTD

Tender Number: ME 007/2021/2022/HQ/G/95



# RECORD OF NEGOTIATIONS

Name of the Procuring Entity: MINISTRY OF HEALTH

Tender ID No: ME 007/2021/2022/HQ/G/95

Subject of Procurement: **SUPPLY OF STUDIO EQUIPMENT UNDER IMF**

Method of Procurement: RESTRICTED NATIONAL COMPETITIVE TENDERING

Date of Negotiation: 11<sup>th</sup> February, 2022

Venue: MOH

## I. Attendee

S/N	Name	Position	Firm/Company
1	Peter Mabwe	Chair person	MoH
2	Omega Mwakalikamo	Secretary	MoH
3	Zaidan Wilfred	Member	MoH
4	Keillan Nkya	Supplier	MoH

## II. Agenda

1. Opening of the meeting
2. Discussion on Financial proposal,
3. Discussion of price schedule,
4. Time frame of the Contract and Delivery schedule
5. AOB
6. Closing of the meeting

### Agenda 1. Opening of the meeting

The chairperson opened the meeting at 13.30 pm hours by welcoming the participants at MoH. Participants were then asked to introduce themselves.

PART 1: RECORD OF NEGOTIATIONS		
Parameter of Negotiation	Issues of discussion	Discussion & Agreement Reached
1.0 Price	Contract Amount	The submitted price from supplier it was too high than the budget which was a Tsh 660,000,000.00 Vat Inclusive and our budget is 450,515,692.8/= Vat Inclusive hence committee negotiated with a supplier and after a long discussion, The supplier does not

agree to reduce the price of the items

Na	Description	QTY	UNIT PRICE	TOTAL
1.	Procurement of sony PXW 150 4K XDMCAM CAMCODER	4	10,525,500/=	42,102,000/=
2.	Canon EOS	4	13,400,000/=	53,600,000/=
3.	Design pocket cinema camera	2	9200,000/=	18,400,000/=
4.	Apple mac book pro	5	3,700,000/=	18,500,000/=
5.	DJI phantom 4 quadcopters with 4k camera +Transmitter	2	8,460,800/=	16,921,600/=
6.	San disk 128 GB Extreme pro SDXC	15	70,000/=	1,050,000/=
7.	Neewer camera case	6	140,000/=	840,000/=
8.	Newer 750 (250Wx3 professional photograph studio flash strobe light	4	1,700,000/=	6,800,000/=
9.	Newer 2 packs advances	8	970,000/=	7,760,000/=
10	Show maven 10ft century light stand	8	1,400,000/=	5600,000/=
11	Motorized camera	4	970,000/=	3,880,000/=
12	Rode blimp wind shield	4	1,120,000/=	4,480,000/=
13	Newer 43inch/cm 5-in 1 collapsible mult disc light reflector with bag translucent, silver gold and black	4	180,000/=	720,000/=
14	Full frame digital	4	9,520,000/=	38,080,000/=
15	Libec heavy duty camera	6	3200,000/=	19,200,000/=
16	Ravel ATD Tripod dolly for camera photo lighting	4	260,000/=	1,040,000/=
17	Black magic designing	2	685,000/=	1,370,000/=
18	Serial digital interface	10	265,000/=	2,650,000/=
19	USB to HDMI Adapter	4	131,000/=	524,000/=
20	50m HDMI Cables	10	168,336/=	1,683,360/=
21	Atomos ninja V atomos ninja vk p 60 10-bit HDR Day light viewable 1000 nit portable monitor / recorder /ATOMSNINJAVO 1	5	2,320,000/=	11,600,000/=
22	4GUniversal modern router mifi for all network	4	250,000/=	1,000,000/=
23	Audio connector TRS/TSR cables (1/4" and 1/8"jacks ) pro - audio XLR Male, to 1/4 in male for audio	4	58,000/=	232,000/=
24	Canon EF 24-105MM	4	4,200,000/=	16,800,000/=

25	Sonny NP-F 770 LITHIUM ION Battery pack	4	220,000/=	880,000/=
26	LCD quick battery charger	3	55,000/=	165,000/=
27	Black magic design ATEM	2	10,520,000/=	21,040,000/=
28	Black magic design web	2	1,895,000/=	3,790,000/=
29	Glide gear TMP 100 ipad / tablet	4	1,170,000/=	4,680,000/=
30	27-inches 1 mac core i7	4	4,100,000/=	16,400,000/=
31	Zhyun crane s3 lab	2	2,950,000/=	5,900,000/=
32	Billione 3 in 1 mult - function destop microphone stand	8	140,000/=	1,120,000/=
33	Eiveter 2 pack professional lavalier lapel	10	125,000/=	1,250,000/=
34	Godox ving V 5011 GN 60	8	965,000/=	7,720,000/=
35	DJI RS 2-3- Axis Gimbal stabilizer for DSLR	4	3,560,000/=	14,240,000/=
36	Apple mac book pro - 15	4	3,700,000/=	14,800,000/=
37	Zoom H4 n pro all	3	1,015,000/=	3,045,000/=
38	San disk extreme pro	20	435,000/=	8,700,000/=
39	San disk 128 exreme	10	155,000/=	1,550,000/=
40	Power extra 2 pack replacement canon cameras BG E13, BE 11E9, E7, B G-E6Grip	12	140,000/=	1,680,000/=
			VAT	68,722,732.80
			TOTAL	450,515,692.80

Therefore, members of the negotiation team and supplier collectively agree with the bidder's price

2.0 Specification		-The negotiation team and supplier agreed that should ensure that the goods delivering were accordance with the specifications given to him in the tender documents.
3.0 Time frame of the contract	Total duration of the contract	Time delivery is Six weeks (6) as indicated to submission of schedule of delivery the supplier - Members of the negotiation team and Supplier collectively agreed that the cost would include delivering goods to each region.
4.0 AOB	Other	None



**6.0 Closing of the meeting**


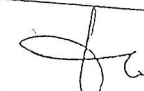
The chairperson gave his closing remarks by thanking all the members who participated in the meeting and then he adjourned the meeting at 14:20 pm.

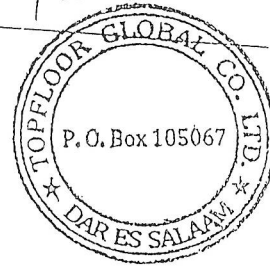
We hereby certify that the above is a true and accurate record of the negotiations:

**7.0 Closing of the meeting**

The chairperson gave his closing remarks by thanking all the members who participated in the meeting and then he adjourned the meeting at 14:20 Noon.

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

For the Procuring Entity	For the Bidder/Consultant
Signature: 	Signature: 
Name: OMEGA D. MUAKWIKAMO	Name: KELLAN D. NKYA
Position: QSO II	Position: MANAGING DIRECTOR
Date: 11/02/2022	Date: 11/02/2022



**6.0 Closing of the meeting**



The chairperson gave his closing remarks by thanking all the members who participated in the meeting and then he adjourned the meeting at 14:20 pm.

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

**7.0 Closing of the meeting**

The chairperson gave his closing remarks by thanking all the members who participated in the meeting and then he adjourned the meeting at 14:20 Noon.

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

For the Procuring Entity	For the Bidder/Consultant
Signature: 	Signature: 
Name: OMEGA O. MUAKALIKANO	Name: KELLAN D. NKYA
Position: QSO II	Position: MANAGING DIRECTOR
Date: 11/02/2022	Date: 11/02/2022

