

THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF HEALTH



*P. O. Box 743, Dodoma*

# **Local Purchase Order for Procurement of Non Consultancy Services**

**Quotation No: ME/007/2021-2022/HQ/NC/66B**

**PROVISION OF AIRTIME AND SPACE FOR MEDIA CAMPAIGN  
TO SENSITIZE COMMUNITY IN COVID 19 PREVENTIVE  
MEASURES INCLUDING COVID 19 VACCINE UPTAKE  
THROUGH NATIONAL RADIOS**

**M/s CLOUDS ENTERTAINMENT CO. LIMITED (Clouds Fm)  
P.O.BOX 31513  
DAR ES SALAAM**

To: **CLOUDS ENTERTAINMENT CO. LIMITED** (Clouds Fm)  
**P.O.BOX 31513**  
**DAR ES SALAAM**

Your quotation reference ME/007/2020/2021/HQ/NC/66B dated 14<sup>th</sup> December ,2021 is accepted and you are required to Provide the Service as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached General Condition of Contract for LPO, except where modified by the terms stated below.

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

**Contract Sum:** The Contract Sum is *TZS 21,240,000/=VAT Inclusive*.

1. **Delivery Period:** The Service are to be delivered within (90) Ninety days from the date of the local purchase Order
2. **Warranty:** The warranty/guarantee period is as indicated in the attached Schedule of Requirements and Prices.

The Service Provider shall provide the warranty, as stipulated in the invitation for quotations for Service to be provided and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Service Provider shall be bound to rectify the fault or replace the Service as the case may be within *[insert number]* days otherwise the Purchaser may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which Purchaser may have against the Service Provider under the contract

3. **Delivery point:** The woks are to be done to Ministry of Health Community Development Gender, Elderly and Children. NHIF Building
4. **Contact Person:** Notices, enquiries and documentation should be addressed to The Permanent Secretary, Ministry of Health.
5. **Payment to Supplier:**  
Payment will be made within *[28]* days on completion of satisfactory performance of the contract. The following documentation must be supplied for payments to be made:
  - An original and two copies of an Invoice;
  - A Transmission report evidencing the Service has been well provided
  - Electronic Fiscal Device (EFD) receipt;

6. The following documents form part of this Contract:


- Local Purchase Order (LPO)
- Special Conditions of Contract for LPO
- General Conditions of Contract for LPO
- Quotation Submission Form
- Negotiation Minutes
- Letter of Acceptance

### Schedule of Requirements and PRICES

S/No	Description of the Service	Unit of measure	Quantity/ Scope	Rate (Tshs)	Amount in Tshs
	Provision of Airtime and Space for Media Campaign to Sensitize Community in COVID 19 Preventive Measures Including COVID 19 Vaccine Uptake through National Radios - 1 Interview per week - 1 Mentions a day - 1 Spot Jingles a day - Collect and broadcast news related to COVID 19 including vaccination	Package	3Months (90 days)	18,000,000/=	18,000,000/=
<b>Total Amount for the Services excluding VAT</b>					18,000,000/=
<b>Add VAT</b>					3,240,000/=
<b>Total Amount for the Services including VAT</b>					21,240,000/=

CLOUDS ENTERTAINMENT  
 COMPANY LIMITED  
 P. O. Box 31513  
 DAR ES SALAAM  
 TANZANIA

**For Purchaser:**

Signature: 

Name: Dr. A.W. Schahne

Designation: CEO

Date: 28/3/2022

**For Supplier:**

Signature: 

Name: MARYAM A. KARIM MAUDO

Designation: CUSTOMER SALES R.

Date: 15/03/22

SECTION V: SPECIAL CONDITIONS OF CONTRACT FOR LPO

The following specific data for the Non-Consultant Services to be procured shall complement, supplement, or amend the provisions in the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions in the Special Conditions of Contract (SCC) shall prevail over those in the GCC.

SCC No.	GCC No.	Amendments of, and Supplement to, Clauses in the General Conditions of Contract
1	4.0	Language of the Contract: <b>English</b>
2	19.0	Contract start date: Immediately after date of signing the contract
3	19.0	Time for completion is 90 Days from the contract start date.
4	21.1	Advance payment (if applicable) is <i>[Insert percentage up to a maximum of 20%]</i> of contract price. Acceptable collateral shall be in the form of irrevocable bank guarantee from a reputable Bank of the same amount. N/A
5	21.2	Percentage of retention money (if applicable): <i>[Insert percentage]</i> of value of claim for that month.  Such retention money will be released within <i>[insert period]</i> after the completion of the contract.  The amount due to the SP under any Invoice shall be paid by the Client to the Services Provider within <i>[insert period]</i> after submission of Invoice by the SP.
6	21.4	If the Client fails to make payment within <i>[insert period]</i> the Client shall pay to the SP interest at the rate <i>[insert rate of interest]</i> N/A
7	23.1	Appointing Authority for the Adjudicator Tanzania Institute of Arbitration
8	23.5	Arbitration institution shall be Tanzania Institute of Arbitration Place for carrying out Arbitration Dodoma

**SECTION VI:**  
**GENERAL CONDITIONS OF CONTRACT FOR**  
**LOCAL PURCHASE ORDER**

**1.0 Definitions**

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

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

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

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

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

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

**2.0 Eligibility**

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

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

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

### **3.0 Standards**

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

### **4.0 Use of Contract Documents and Information**

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in GCC Clause 4.1, except for purposes of performing the Contract.
- 4.3 All documents enumerated in GCC Clause 4.1, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract, if so required by the Purchaser.

### **5.0 Patent Rights**

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

### **6.0 Performance Security**

- 6.1 If a Performance Security is specified in the invitation for quotations, within fourteen (14) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Purchaser the performance security in the amount specified in the invitation for quotations.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The performance security shall be denominated in Tanzania and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the United Republic of Tanzania or abroad, acceptable to the Purchaser, in the format provided in the invitation for quotations or another form acceptable to the Purchaser; or
  - (b) a cashier's or certified check.
- 6.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

## **7.0 Inspections and Tests**

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication of the identity of any representatives retained for these purposes.
- 7.2 Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested goods, works or services fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser



or its representative prior to shipment, installation or other performance in the United Republic of Tanzania.

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

## **8.0 Packing**

- 8.1 The Supplier shall provide such packing of Goods as is required to prevent damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 Packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements specified in the Local Purchase Order and through any subsequent instructions issued by the Purchaser.

## **9.0 Delivery and Documents**

- 9.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Local Purchase Order.
- 9.2 For purposes of the Contract, "EXW," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 9.3 Documents to be submitted by the Supplier are specified in the Local Purchase Order and shall include certificates issued by the Purchaser confirming acceptance of the Goods supplied by the Supplier.

## **10.0 Insurance**

- 10.1 Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Local Purchase Order.
- 10.2 Where delivery of Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the

Purchaser as beneficiary. The insurance shall be for 110 percent of the CIF or CIP value on a "warehouse to warehouse". All risks basis including War Risks and Strikes.

#### **11.0 Transportation**

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

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

#### **12.0 Incidental Services**

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

#### **13.0 Spare Parts**

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

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) Following such termination, furnishing at no cost to the Purchaser, blueprints, drawings, and specifications of the spare parts, if requested.

#### **14.0 Warranty**

14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from

design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the United Republic of Tanzania.

- 14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.
- 14.3 Warranties shall remain valid for period specified in the Local Purchase Order after final acceptance of the Goods by the Purchaser.
- 14.4 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.
- 14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the Local Purchase Order, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **15.0 Payment**

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Local Purchase Order.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case number of days specified in the Local Purchase Order after submission of an invoice or claim by the Supplier.
- 15.4 Payments shall be made Tanzania Shillings unless otherwise stated in the Local Purchase Order.

## **16.0 Prices**

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

## **17.0 Change Orders**

- 17.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) methods of shipment, packing, construction or performance;
  - (c) the place of delivery; and/or
  - (d) incidental services to be provided by the Supplier.
- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## **18.0 Contract Amendments**

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

## **19.0 Assignment**

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

## **20.0 Sub-contracts**

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

## **21.0 Delays in the Supplier's Performance**

- 21.1 Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Local Purchase Order.

- 21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## **22.0 Liquidated Damages**

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

## **23.0 Termination for Default**

- 23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
  - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
  - (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

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

#### **24.0 Force Majeure**

- 24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **25.0 Termination for Insolvency**

- 25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise

insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **26.0 Termination for Convenience**

- 26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.
- 26.3 For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.
- 26.4 For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.

## **27.0 Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration proceedings as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance of the works or services under the Contract.
- 27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure of an authorized arbitration service within the United Republic of Tanzania.
- 27.5 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **28.0 Limitation of Liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 5,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29.0 Governing Language**

- 29.1 The Governing Language shall be English.

## **30.0 Applicable Law**

- 30.1 The Contract shall be interpreted in accordance with the laws of the United Republic of Tanzania.

## **31.0 Notices**

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in



electronic forms that provide record of the content of communication to the other party's address specified in the Local Purchase Order.

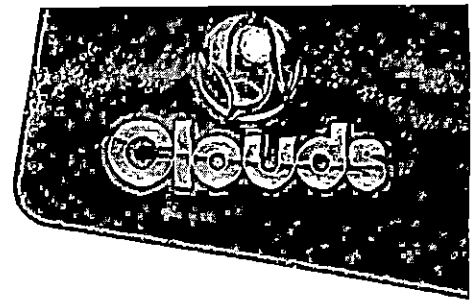
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **32.0 Taxes and Duties**

- 32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the United Republic of Tanzania.
- 32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser or performance of the works or services.

### **33.0 Change of Laws and Regulations**

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



# QUOTATION SUBMISSION FORM

16<sup>th</sup> day of December, 2021.

To: Ministry of Health, Community Development, Gender, Elderly and Children.

We offer to provide the **PROVISION OF AIRTIME AND SPACE FOR MEDIA CAMPAIGN TO SENSITISE COMMUNITY IN COVID-19 VACCINE UPTAKE THROUGH NATIONAL RADIOS** for ME:007/2021-2022/HQ/NC/66B in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of Twenty-One Million, Two Hundred and Forty Thousand Tanzania Shillings only, Tshs. 21,240,000/-.

We also offer to complete the said services within a period of 2 months that includes mobilization period.

This quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We agree to abide by this Quotation for the Validity Period specified in ITT 7, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating in more than one Quotation in this process, other than alternative offers in accordance with the Quotation Documents.

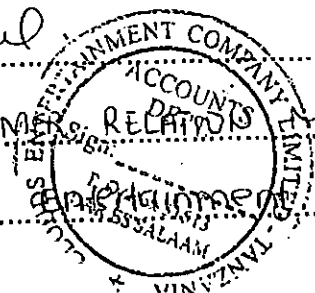
We declare that our quoted price did not involve agreement with other tenderers for the purpose of tender suppression.

We hereby confirm that this quotation complies with the conditions required by the Invitation for Quotations.

Authorized Signature: *Maryam A. Karim M.*

Name and Title of Signatory: CUSTOMER RELATIONS MANAGER MARYAM A. KARIM M.

Name of Tenderer: Clouds Entertainment Co. Ltd



PROVISION OF AIRTIME AND SPACE FOR MEDIA CAMPAIGN TO SENSITIZE COMMUNITY ON COVID -19  
PREVENTIVE MEASURES INCLUDING COVID -19 VACCINE UPTAKE THROUGH NATIONAL TELEVISION AND  
RADIO  
AT MOH - DODOMA

Project Name: Provision of Airtime and Space for Media Campaign to Sensitize Community on COVID -19 Preventive Measures including COVID -19 Vaccine Uptake through Television and National Radio

Meeting Modality: Zoom Meeting

Conducted On: 29 January, 2022

Prospective Service Provider: CLOUDS ENTERTAINMENT CO. LIMITED (Clouds FM and Television)

S/N	Name	Title	Organization	Position
1.	Peter Mabwe	Health Communication Officer	MoH	Chairperson
2.	Shiry Yusuph	SO - PMU	MoH	Secretary
3.	Erasto Mhavi	Health Secretary - DPS, HPS	MoH	Member
4.	Clementina Macha	SO - PMU	MoH	Member
5.	Maryam Abdilkarim Mandoo	Supplier Representative	Clouds Entertainment Co. Limited (Clouds Television)	Service Provider

**AGENDA**

1. Opening of the Meeting
2. Introduction and adoption of Agenda.
3. Discussion on the Issues
  - i) Discussion on Services Provider Understanding on the statement of requirement.
  - ii) Discussion on Financial Terms and Price Negotiation.
  - iii) Agreed Contract Amount and Delivery Schedule.
4. Closing of the meeting

PROVISION OF AIRTIME AND SPACE FOR MEDIA CAMPAIGN TO SENSITIZE COMMUNITY ON COVID -19  
 PREVENTIVE MEASURES INCLUDING COVID -19 VACCINE UPTAKE THROUGH NATIONAL TELEVISION AND  
 RADIO  
 AT MOH - DODOMA

**DISCUSSIONS AND RESOLUTIONS**

S/N	PARTICULARS	DESCRIPTION	ACTION
1	Opening of meeting.	Chairperson of the meeting called the meeting to order at 02:05 hrs pm by welcoming remark to attendants.	Chairperson
2	Introduction and Adoption of Agenda	<ul style="list-style-type: none"> <li>• Introduction of Negotiation Team Members.</li> <li>• Negotiation parameters were read to team members and accepted for Negotiation and discussion.</li> </ul>	All
3	Discussion on the issues	<p>i) Discussion on Services Provider Understanding on the statement of requirement</p> <p><b>On TELEVISION</b>                      The Chairperson requested for understanding of the statement of requirement and how the assignment will be carried out by the Service provider as stipulated by client in the quotation document. Service provider stated that, they were required to do the following:</p> <ul style="list-style-type: none"> <li>• Collect and broadcast news related to COVID-19 preventive measures including vaccination on morning content during Clouds 360 and evening content on Habari clouds</li> </ul> <p>However, the Chairperson insisted that in addition to the mentioned service, they will need to extend the package to cover the following:</p> <ul style="list-style-type: none"> <li>• Broadcasting 3 TV spot @ 3 times a day during prime time for a total of 90 days</li> <li>• Broadcasting 3 mentions @ 3 times a day</li> <li>• Interview once a week</li> </ul> <p><b>On RADIO</b></p>	All

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On Radio, their understanding was to broadcast content on Power Breakfast Main News and content on Traffic Jams Flash News.

The Chairperson insisted that in addition to the mentioned service, they will need to extend the package to cover the following services:

- Broadcasting 1 Radio spot once a day during prime time for a total of 90 days alternating.
- Broadcasting 1 mentions once a day alternating.
- Broadcasting interview once a week {prerecorded interview}.

The main objective of this activity is to maximize content dissemination through Radio based on the transmission plan.

**ii) Discussion on Financial Terms and Price Negotiation**

Required items were clarified to Service Provider by the user (Chairperson) and the supplier understood the requirement in detail. Required items were clarified to Service Provider by the user (Chairperson) and the supplier understood the requirement in detail.

Service costs presented earlier by the Service provider for Provision of Airtime and Radio Spots for Media Campaign to Sensitize Community on COVID -19 Preventive Measures including COVID -19 Vaccine Uptake was Tshs. 67,260,000 Vat Inclusive for Television and Tshs. 21,240,000.00.

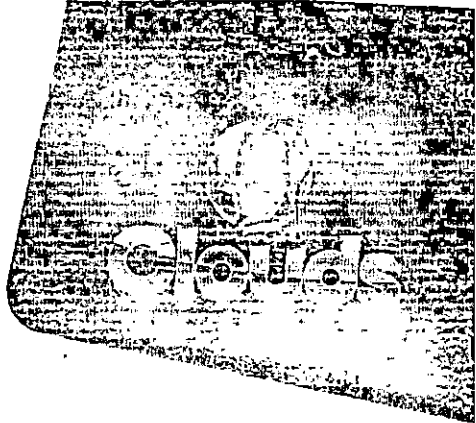
Third month will be granted as bonus on both TV&RADIO which will amount to 3 month {90} days as per 29<sup>th</sup> January 2022 meetings.

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		<p>Therefore, Buyer requested for reduction in costs but the Service Provider could not reduce the costs as requested by the buyer.</p> <p>iii) Agreed Contract Amount and Delivery Schedule</p> <p>Agreed contract amount for Television is Tshs. 67,260,000 Vat Inclusive with the delivery schedule of 90 days.</p> <p>Agreed contract amount for Radio is Tshs. 21,240,000.00 Vat Inclusive with the delivery schedule of 90 days.</p>	
4	Closing of the meeting.	The meeting was closed at 03:00 hrs pm and the chairperson thanked all the members for their constructive comments that lead to meet the negotiation conclusion.	INFO

Representatives members to sign for Minutes documents of others and their organization.  
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S/N	NAME OF OFFICER	DESIGNATION	INSTITUTION	REMARK	SIGNATURE	DATE
1	Peter Mabwe	Health Communication Officer	MoH	Agreed / Not Agreed	<i>Mabwe</i>	29/01/
2	Shiry Yusuph	SO - PMU	MoH	Agreed / Not Agreed	<i>Shiry Yusuph</i>	29/01/
3	Erasto Mhavi	Health Secretary - DPS, HPS	MoH	Agreed / Not Agreed	<i>Erasto Mhavi</i>	29/01/
4	Clementina Macha	SO - PMU	MoH	Agreed / Not Agreed	<i>Clementina Macha</i>	29/01/
5	Maryam Abdulkarim Mandoo	Supplier Representative	Clouds Entertainment Co. Limited (Clouds Television)	Agreed / Not Agreed	<i>Maryam Abdulkarim Mandoo</i>	29/01/



The Permanent Secretary,

MINISTRY OF HEALTH,

P.O. BOX 743

40478 DODOMA.

RE: ACCEPTANCE OF NOTIFICATION OF AWARD FOR QUATATION NO ME/007/2021-2022/HQ/NC/66B MEDIA CAMPAIGN TO SENSITISE COMMUNITY ON COVID 19 PREVENTIVE MEASURES INCLUDING COVID -19 VACCINE UPTAKE THROUGH TELEVISIONS.

Reference is made to the heading above

With great honour and humility, Clouds Television company limited has accepted the award for quotation No ME/007/2021-2022/HQ/NC/66B for provision of Airtime and space for a media campaign to sensitize community on Covid-19 preventives measures including COVID-19 vaccine uptake through Radio was approved by Ministerial Tender board circular reference MOH/ 007/2021-2022/HQ/NC/181A.

The contract negotiated and Accepted by the Ministry of Health at a total contract value of Tanzania shillings Twenty one million two hundred forty thousand shillings only (TZS 21,240,000). V.A.T inclusive For a period of 3 month (90) days.

We will go ahead to sign a contract, which once provided by Ministry of Health for the execution of all air activities. Once ready with all the required Materials.

Once again we are very grateful for your support in awarding this contract to Clouds Television Limited.

**CLOUDS ENTERTAINMENT  
COMPANY LIMITED  
P. O. Box 31513  
DAR ES SALAAM  
TANZANIA**

Yours Sincerely,

CLOUDS ENTERTAINMENT CO. LTD

FOR: Sales Manager.

ROSE NYANJE.