

JAMHURI YA MUUNGANO WA TANZANIA
OFISI YA RAIS
TAWALA ZA MIKOA NA SERIKALI ZA MITAA



MKATABA

WA

KUUZA VIFAA VYA UJENZI WA JENGO LA EMD NA ICU
HOSPITALI YA RUFAA YA MKOA.

Mkataba huu umefungwa leo tarehe Mwezi 2022

KATI YA

Katibu Tawala, Mkoa wa Manyara, S.L.P. 310. BABATI, MANYARA (ambaye atajulikana kama Mnunuzi) kwa upande mmoja

NA

LEMMY ENTERPRISES wa S.L.P 319 Babati (ambaye atajulikana kama Mzabuni) kwa upande mwingine

KWA KUWA Mnunuzi yuko tayari kumpa **Mzabuni** kazi ya **kuuza vifaa vya ujenzi**, wa jengo la EMD na ICU Hospitali ya Rufaa ya Mkoa wa Manyara.

Orodha ya vifaa vya ujenzi Pamoja na gharama zake ni kama ifuatavyo;

	Description of Goods	Units	Quantity	Rate
	WATER SUPPLY- ICU PLUMBING FIRST FIX			
	IPS PIPE 1.0 Inch	No	1	38,000
	IPS PIPE 0.75 Inch	No	1	22,000
	IPS ELBOW 1.0 Inch	No	1	5,000
	IPS ELBOW 0.75 Inch	No	1	3,000
	IPS TEE 1.0 Inch	No	1	5,000
	IPS TEE 0.75 Inch	No	1	3,000
	IPS UNION 1.0Inch	No	1	9,000
	IPS NIPPLE 1.0Inch	No	1	5,000
	IPS NIPPLE 0.75Inch	No	1	3,000
	IPS SOCKET 1.0Inch	No	1	5,000
	IPS SOCKET 0.75Inch	No	1	3,000
	IPS NIPPLE SOCKET 0.5Inch	No	1	2,000
	IPS R. BUSH 1.0 Inch X 0.75 Inch	No	1	5,000
	IPS R. BUSH 0.75Inch X 0.5 Inch	No	1	3,000
	GATE VALVE BRASS 1.0Inch	No	1	21,000
	GATE VALVE BRASS 0.75 Inch	No	1	16,000
	IPS PLUG 0.5 Inch	No	1	2,000
	Thread SEAL TAPE	ROLLS	1	2,000
	GASKET SHELACK	No	1	5,000
	WASTE WATER COLLECTION			
	PVC PIPE CLASS B 4 Inch	No	1	42,000
	PVC PIPE CLASS B 1.5 Inch	No	1	13,000
	PVC PIPE CLASS B 1.25 Inch	No	1	12,000

PVC ELBOW CLASS B 4 Inch	No	1	4,000
PVC ELBOW CLASS B 1.5 Inch	No	1	2,000
PVC ELBOW CLASS B 1.25 Inch	No	1	2,000
PVC TEE CLASS B 4 Inch	No	1	6,000
PVC TEE CLASS B 1.5 Inch	No	1	2,000
PVC TEE CLASS B 1.25 Inch	No	1	2,000
PVC INSP. ELBOW CLASS B 4 Inch	No	1	5,000
PVC PLUG CLASS B 1.5 Inch	No	1	2,000
PVC PLUG CLASS B 1.25 Inch	No	1	2,000
PVC Y TEE CLASS B 1.5 Inch	No	1	6,500
PVC Y TEE CLASS B 1.25 Inch	No	1	8,500
PVC Y TEE CLASS B 4 Inch	No	1	10,000
PVC 45 ELBOW CLASS B 1.5 Inch	No	1	5,000
PVC 45 ELBOW CLASS B 1.25 Inch	No	1	5,000
PVC 45 ELBOW CLASS B 4 Inch	No	1	6,000
PVC TANGIT 1Kg	No	1	32,000
PVC FLOOR TRAP 100mm	No	1	6,000
FIBER MANHOLE COVER 600 X 600 (INSIDE DIMENSION)	No	1	130,000
MANHOLE 600 X 600	No	1	
FIBER MANHOLE COVER 300 X 300 (INSIDE DIMENSION)	No	1	100,000
MANHOLE 300 X 300	No	1	
RAIN WATER COLLECTION			
PVC GUTTER PIPE CLASS B 110mm	No	1	30,000
PVC DOWN PIPE CLASS B 75mm	No	1	35,000
PVC ELBOW CLASS B 75mm	No	1	8,000
PVC CLAMP 75mm	No	1	4,000
Fisher Screw 8mm	Box	1	5,000
PVC Bracket 110mm	No	1	8,000
PVC CORNER 110mm	No	1	8,000
PVC CONNECTOR 110mm	No	1	8,000
SANITARY APPLIANCES			
European type WC washdown 4,5/3l (Easyfit installation kit included) "CASTLEWARE"	No	1	300,000
HWB size 600x400x190mm pedestrial 'CASTLEWARE'	No	1	300,000
HWB size 600x400x190mm semi pedestrial 'CASTLEWARE'	No	1	300,000
600 x 900 x 6mm thick looking mirror	No	1	75,000
150mm long ceramic toilet roll holder	No	1	35,000

	Soap dispenser 0.8L capacity, wall mounted with palm push button white/smoked	No	1	25,000
	'Shattaf' 13mm diameter X 1000mm long chrome flexible hose, handset and bracket	No	1	15,000
	WATER HEATER 15L ARISTOL	No	1	350,000
	S6504 Dee right hand Slop/slucice hopper with sink , top inlet, S3590 P Trap outlet, S3955 Clena high level cirsten and cover 6litres capacity with Fleeflo plastic syphon fittings, 1/2" microvalve HP/LP side supply ballvalve, chain and pull, one piece flush pipe, Markwik 1/2" lever action bib taps, 75mm extensions, 1 1/2" unslotted strainer waste, 1 1/2" bottle trap.	No	1	400,000
	Dry powder Fire Extinguisher, Portable Pressure Type, Red colour, Capacity 9 kg Model: npg- Naffco	No	1	150,000
	<u>Flexible piping:</u>			
	Flexible pipe to HWB and cistern	No	1	6,000
	Flexible pipe to water heater	Pair	1	12,000
	Angle valve half inch crome	No	1	12,000
	bib cork half inch sanya	No	1	12,000
	Hand wash basin crome tap	No	1	300,000
	ICU EXTERNAL WATER SUPPLY			
	HDPE 32mmØ (1 Inch) pipe Class B	M	1	3,000
	Tee adapter 32mm	No	1	30,000
	Elbow connector 32mm	No	1	10,000
	Male connector 32mm	No	1	10,000
	IPS PIPE 1.5Inch	No	1	100,000
	IPS PIPE 1.0 Inch	No	1	38,000
	IPS ELBOW 1.5Inch	No	1	8,500
	IPS ELBOW 1.0 Inch	No	1	5,000
	IPS TEE 1.5Inch	No	1	10,000
	IPS TEE 1.0 Inch	No	1	5,000
	IPS UNION 1.5Inch	No	1	10,000
	IPS UNION 1.0Inch	No	1	8,000
	IPS NIPPLE 1.0Inch	No	1	5,000
	IPS TANK ADAPTER 1.5Inch	No	1	30,000
	IPS TANK ADAPTER 1.0Inch	No	1	10,000
	IPS SOCKET 1.0Inch	No	1	5,000
	GATE VALVE BRASS 1.5Inch	No	1	60,000
	GATE VALVE BRASS 1.0Inch	No	1	21,000
	NON RETURN VALVE BRASS 1.5Inch	No	1	85,000

	SIMTANK 5,000L	No	1	1,400,000
	SIMTANK 10,000L	No	1	2,600,000
	BALL VALVE 1.5 Inch	No	1	150,000
	CLAMP 1 Inch	No	1	3,000
	SEAL TAPE	ROLLS	1	2,000
	GASKET SHELACK	No	1	5,000
	Dayliff pump 1hp	No	1	400,000
	Dayliff manual pressure control	No	1	400,000
	Bib cork half inch sanya include stand pipe of 3/4 inch	No	1	25,000
	ICU MATERIAL GENERAL		1	
	150mm thick earthfilling to make up level well compacted	trips	1	80,000
	150mm thick average levelled compacted and blinded (7tonnes tipper - 4m ³)	trips	1	115,800
	Anti termuite (galamine)At the rate of 1 litres per 60 square metre to hardcore beds	litre	1	80,000
	Sand(7Tonnes -4m ³)	trip	1	105,000
	Aggregates 20mm(7Tonnes - 4m ³)	trip	1	391,000
	230mm thick Solid Concrete block blocks: B.S 2028 450 x 150 x 230mm(≥5Mpa)	blocks	1	1,900
	100mm Diameter PLASCO CLASS "B" half round rainwater gutter as per Engineer's instructions; including fixing with brackets and all accessories.	Pieces	1	34,000
	(a) 75mm down Pipes in ducts	Pieces	1	35,000
	(b) Extra; Tee outlets.	Nr	1	8,000
	(c) Extra; shoe.	Nr	1	8,000
	(d) Extra; swanneck.	Nr	1	8,000
	(e) Extra; Stop End.	Nr	1	8,000
	(f) Add; tangit glue (thailand)	Nr	1	30,000
	(g) Add; Cleaps/brackets	Nr	1	5,000
	(h) Add; Screw box 3/4"	Box	1	5,000
	Epoxy floor finish	m2	1	130,000
	Pvc ceiling board 200x6000mm long	pcs	1	10,000
	Pvc stripes-Mikanda	Pieces	1	4,000
	gypsum poweder -25kg bag	bags	1	28,000
	Sado binder	20-Ltrs	1	115,000
	Silk Emulsion Paint	20-Ltrs	1	160,000
	Msasa (Msasa's Number upon Arch Approval)	Metre	1	1,500
	Masking tape (50m long per Roll)	No	1	5,000
	gypsum poweder (25kg bag)-Andika	Bag	1	28,000

Emulsion paint	20-Ltrs	1	33,000
Hi-Cover Emulsion Paint	20-Ltrs	1	33,000
white cement (JK) 40kg	Bag	1	45,000
Weather Guard	20-Ltrs	1	160,000
Bitumen paints	4-Ltrs	1	25,000
Solvent	5-Ltrs	1	30,000
Enamel/Oil paints	4-Ltrs	1	25,000
EMD PLUMBLING FIRST FIX			
IPS PIPE 1.0 Inch	No	1	38,000
IPS PIPE 0.75 Inch	No	1	22,000
IPS ELBOW 1.0 Inch	No	1	5,000
IPS ELBOW 0.75 Inch	No	1	3,000
IPS TEE 1.0 Inch	No	1	5,000
IPS TEE 0.75 Inch	No	1	3,000
IPS UNION 1.0Inch	No	1	9,000
IPS NIPPLE 1.0Inch	No	1	5,000
IPS NIPPLE 0.75Inch	No	1	3,000
IPS SOCKET 1.0Inch	No	1	5,000
IPS SOCKET 0.75Inch	No	1	3,000
IPS NIPPLE SOCKET 0.5Inch	No	1	2,000
IPS R. BUSH 1.0 Inch X 0.75 Inch	No	1	5,000
IPS R. BUSH 0.75Inch X 0.5 Inch	No	1	3,000
GATE VALVE BRASS 1.0Inch	No	1	21,000
GATE VALVE BRASS 0.75 Inch	No	1	16,000
IPS PLUG 0.5 Inch	No	1	2,000
SEAL TAPE	ROLLS	1	2,000
GASKET SHELACK	No	1	5,000
WASTE WATER COLLECTION			
PVC PIPE CLASS B 4 Inch	No	1	42,000
PVC PIPE CLASS B 1.5 Inch	No	1	13,000
PVC PIPE CLASS B 1.25 Inch	No	1	12,000
PVC ELBOW CLASS B 4 Inch	No	1	4,000
PVC ELBOW CLASS B 1.5 Inch	No	1	2,000
PVC ELBOW CLASS B 1.25 Inch	No	1	2,000
PVC TEE CLASS B 4 Inch	No	1	5,000
PVC TEE CLASS B 1.5 Inch	No	1	2,000
PVC TEE CLASS B 1.25 Inch	No	1	2,000
PVC INSP. ELBOW CLASS B 4 Inch	No	1	5,000
PVC PLUG CLASS B 1.5 Inch	No	1	2,000
PVC PLUG CLASS B 1.25 Inch	No	1	2,000
PVC Y TEE CLASS B 1.5 Inch	No	1	8,500
PVC Y TEE CLASS B 1.25 Inch	No	1	6,500
PVC Y TEE CLASS B 4 Inch	No	1	10,000

PVC 45 ELBOW CLASS B 1.5 Inch	No	1	5,000
PVC 45 ELBOW CLASS B 1.25 Inch	No	1	5,000
PVC 45 ELBOW CLASS B 4 Inch	No	1	10,000
PVC TANGIT 1Kg	No	1	30,000
PVC FLOOR TRAP 100mm	No	1	6,000
FIBER MANHOLE COVER 600 X 600 (INSIDE DIMENSION)	No	1	130,000
MANHOLE 600 X 600	No	1	
FIBER MANHOLE COVER 300 X 300 (INSIDE DIMENSION)	No	1	100,000
MANHOLE 300 X 300	No	1	
RAIN WATER COLLECTION			
PVC GUTTER PIPE CLASS B 110mm	No	1	30,000
PVC DOWN PIPE CLASS B 75mm	No	1	35,000
PVC ELBOW CLASS B 75mm	No	1	8,000
PVC CLAMP 75mm	No	1	5,000
Fisher Screw 8mm	Box	1	5,000
PVC Bracket 110mm	No	1	5,000
PVC CORNER 110mm	No	1	8,000
PVC CONNECTOR 110mm	No	1	8,000
PVC END 110mm	No	1	8,000
SANITARY APPLIANCES			
European type WC washdown 4,5/3l (Easyfit installation kit included) "CASTLEWARE"	No	1	300,000
Asian type WC washdown 4,5/3l (Easyfit installation kit included) "CASTLEWARE"	No	1	300,000
HWB size 600x400x190mm pedestrial 'CASTLEWARE'	No	1	270,000
HWB size 600x400x190mm semi pedestrial 'CASTLEWARE'	No	1	270,000
100mm Diameter high quality pop up floor strainer " stainless steel'	No	1	20,000
600 x 900 x 6mm thick looking mirror	No	1	75,000
150mm long ceramic toilet roll holder	No	1	35,000
Soap dispenser 0.8L capacity, wall mounted with palm push button white/smoked	No	1	30,000
'Shattaf' 13mm diameter X 1000mm long chrome flexible hose, handset and bracket	No	1	15,000
WATER HEATER 15L ARISTOL	No	1	350,000

S6504 Dee right hand Slop/sluiice hopper with sink , top inlet, S3590 P Trap outlet, S3955 Clena high level cirsten and cover 6litres capacity with Fleeflo plastic syphon fittings, 1/2" microvalve HP/LP side supply ballvalve, chain and pull, one piece flush pipe, Markwik 1/2" lever action bib taps, 75mm extensions, 1 1/2" unslotted strainer waste, 1 1/2" bottle trap.	No	1	400,000
Stainless steel kitchen sink, Single Bowl Single drainer complete with 32mm chromium platedbottle trap; waste plug; chain and pin.	No	1	200,000
Supply complete set of Disabled toilets grab rails and all necessary accessories as per Service Engineer approval	set	1	350,000
Automatic Fire Exttinguisher (clean agent fire Extinguisher) portable pressure type, Red colour, capacity: 9kg model nhfc-9-naffco	No	1	230,000
Dry powder Fire Extinguisher, Portable Pressure Type, Red colour, Capacity 9 kg Model: npg- Naffco	No	1	150,000
<i>Flexible piping:</i>			
Flexible pipe to HWB and cistern	No	1	6,000
Flexible pipe to water heater	pair	1	12,000
Ángle valve half inch crome	No	1	12,000
bib cork half inch sanya	No	1	12,000
Hand wash basin crome tap	No	1	300,000
Kitchen sink crome tap	No	1	200,000
EMD PLUMBLING EXTERNAL WORK			
HDPE 32mmØ (1 Inch) pipe Class B	M	1	3,000
Tee adapter 32mm	No	1	30,000
Elbow connector 32mm	No	1	30,000
Male connector 32mm	No	1	10,000
IPS PIPE 1.5Inch	No	1	90,000
IPS PIPE 1.0 Inch	No	1	38,000
IPS ELBOW 1.5Inch	No	1	8,500
IPS ELBOW 1.0 Inch	No	1	5,000
IPS TEE 1.5Inch	No	1	8,500
IPS TEE 1.0 Inch	No	1	10,000
IPS UNION 1.5Inch	No	1	10,000
IPS UNION 1.0Inch	No	1	8,000
IPS NIPPLE 1.0Inch	No	1	5,000

IPS TANK ADAPTER 1.5Inch	No	1	30,000
IPS TANK ADAPTER 1.0Inch	No	1	25,000
IPS SOCKET 1.0Inch	No	1	5,000
GATE VALVE BRASS 1.5Inch	No	1	85,000
GATE VALVE BRASS 1.0Inch	No	1	21,000
NON RETURN VALVE BRASS 1.5Inch	No	1	85,000
SIMTANK 5,000L	No	1	1,400,000
SIMTANK 10,000L	No	1	2,600,000
BALL VALVE 1.5 Inch	No	1	150,000
CLAMP 1 Inch	No	1	3,000
SEAL TAPE	ROLLS	1	2,000
GASKET SHELACK	No	1	5,000
Dayliff pump 1hp	No	1	400,000
Dayliff manual pressure control	No	1	400,000
Bib cork half inch sanya include stand pipe of 3/4 inch	No	1	15,000
EMD GENERAL MATERIALS		1	
150mm thick earthfilling to make up level well compacted(7tonnes tipper - 4m ³)	Trip	1	100,000
200mm thick average levelled compacted and, blinded (7 tonnes tipper - 4m ³)	Trip	1	115,800
At the rate of 1 litres per 60 square metre to hardcore beds	Litres	1	80,000
Sand(7Tonnes -4m ³)	Trip	1	105,000
Aggregates 20mm(7Tonnes - 4m ³)	Trip	1	391,000
230mm thick Solid Concrete block blocks: B.S 2028 (5Mpa); 450 x 150 x 230mm	Blocks	1	1,900
100mm Diameter PLASCO CLASS "B" half round rainwater gutter as per Engineer's instructions; including fixing with brackets and all accessories.	Pieces	1	34,000
75mm down Pipes in ducts	Pieces	1	35,000
Extra; Tee outlets.	Nr	1	8,000
Extra; shoe.	Nr	1	8,000
Extra; swanneck.	Nr	1	8,000
Extra; Stop End.	Nr	1	8,000
Add; tangit	Nr	1	30,000
Add; Cleaps/brackets	Nr	1	5,000
Add; Screw box	Box	1	5,000
Epoxy floor finish to operating room	m ²	1	130,000
Pvc ceiling board, 200x6000mm long	Pieces	1	10,000

Pvc stripes-Mikanda	Pieces	1	4,000
Skimming Two coats of gypsum powder -25kg bag-Andika	Bag	1	28,000
One thinned coat (Sado binder)	20-Ltrs	1	115,000
Skimming emulsion paint	20-Ltrs	1	33,000
Two finishing coats (Silk Emulsion Paint)	20-Ltrs	1	160,000
Msasa (Msasa's Number upon Arch Approval)	m	1	1,500
Masking tape (50m long per Roll)	No	1	5,000
Two finishing full coats (Hi-Cover Emulsion Paint)	20-Ltrs	1	33,000
Skimming Two coats of white cement (JK) 40kg	Bag	1	45,000
One thinned coat (Sado binder)	20-Ltrs	1	120,000
Two full coats (Weather Guard)	20-Ltrs	1	160,000
Bitumen paints	4-Ltrs	1	25,000
Solvent	5-Ltrs	1	30,000
Two full coats (Enamel/Oil paints)	4-Ltrs	1	25,000

NA KWA KUWA Mzabuni yuko tayari na ana uwezo wa kufanya kazi hiyo:

HIVYO BASI, WAHUSIKA WANAKUBALIANA KAMA IFUATAVYO:

1: MAELEZO YA KAZI.

Kazi zinazotakiwa kufanyika ni kama ifuatavyo:

- (i) Kuuza vifaa vya ujenzi kama tulivyokubaliana katika vikao vya kamati ya mazungumzo.
- (ii) Kusafirisha vifaa hadi eneo la ujenzi, kuvishusha, na kuviweka eneo litakaloelekezwa na msimamizi wa kazi ndani la eneo la ujenzi katika Hospitali ya Rufaa ya Mkoa.
- (iii) Vifaa tajwa hapo juu vitakavyouzwa viwevimekidhi viwango vya ubora kama ulivyoelekezwa kwenye nukuu za bei.
- (iv) Kutoa huduma ya kuleta vifaa hivyo kwa haraka pindi unapohitajika ili ujenzi usisimame.

2: MUDA WA KUKAMILISHA KAZI/MUDA WA MKATABA.

Mzabuni amekubaliana na **Mnunuzi** kuleta vifaa tajwa hapo juu kila vitakapohitajika kulingana na mahitaji/kiasi ambapo hata siku za mwisho wa wiki (weekend) atatakiwa kuleta vifaa vya ujenzi ikiwa atahitajika kufanya hivyo ili kazi isikwame na iwe ndani ya siku tatu tangu wakati wa kuagizwa vifaa husika.

Ileweke wazi kuwa **Mzabuni** akishindwa kukamilisha kazi/kutoa huduma kwa muda waliokubaliana na **Mwajiri**, atawajibika kumlipa Mwajiri fidia ya ucheleweshaji (liquidated damage) ya asilimia moja (1%) ya gharama ya mradi kwa kiasi cha kazi kilichobakia kwa siku kwa kila siku inayoongezeka baada ya kuvunja kipengele hiki cha Mkataba hadi atakapokamilisha kazi husika.

3.MALIPO KWA MZABUNI:

Malipo kwa Mzabuni yatafanyika baada ya kuleta vifaa vikakaguliwa na Mnunuzi, vikakubaliwa na Mnunuzi, na Mnunuzi akatoa taarifa ya kuvikubali vifaa hivyo ndani ya siku mbili (2). Malipo ni kiasi cha fedha kile walichokubaliana (Mzabuni- **Lemmy Interprises** na Mnunuzi - **Katibu Tawala Mkoa wa Manyara**) kulingana na masharti ya mkataba huu ambacho ni **Tshs. 328,387,960= (Milioni Mia Tatu Ishirini na Nane Laki Tatu Themanini na Saba Mia Tisa Sitini tu.)**

Malipo yatafanyika kwa vifaa vitakavyoagizwa, vikaletwa na kupokelewa tu (**Malipo yatahesabiwa kwa kifaa kimojakimoja kilichoagizwa, kikaletwa na kupokelewa**). Gharama hizo zote zinajumuisha upakiaji, usafiri, upakuaji, upachikaji na kodi. Ileweke kuwa nunuzi hata kubali wala kuwajibika na ongezeko lolote la gharama kwa Mzabuni ambalo litasababishwa na makosa ya makadirio ya Mzabuni mwenyewe kwa sababu yoyote ile katika utekelezaji wa mkataba huu.

4. MAJUKUMU YA WAHUSIKA:

4.1 Majukumu ya Mzabuni

Mzabuni atatakiwa:

- (a) Kuleta vifaa vinavyohitajika na Mnunuzi kwa wakati na muda waliokubaliana.
- (b) Kutoa Huduma kwa viwango vilivyooneshwa na ubora unaotakiwa na Mnunuzi
- (c) Kuzingatia suala la kuhifadhi na kutunza mazingira wakati wote wa kufanya/kutekeleza wa Huduma hiyo.
- (d) Kuzingatia uangalifu, uadilifu na uaminifu wakati wa kutekeleza Mkataba huu. Itakapobainika kuna udanganyifu katika kutekeleza kazi hii kinyume na makubaliano yaliyomo kwenye Mkataba huu, Mzabuni atalazimika kurejesha gharama zote za Mkataba huu na kufikishwa katika vyombo vya Sheria kwa hatua za kisheria zaidi.
- (e) Kusafisha na kuandaa eneo la kuweka vifaa tajwa hapo juu.

4.2 MAJUKUMU YA MNUNUZI.

Mwajiri atatakiwa:

- (a) Kumuwezesha Mzabuni kuwa na mazingira mazuri katika utekelezaji wa Mkataba huu, ikiwa ni pamoja na kutembelea kwenye eneo la Utoaji wa Huduma na kukagua ubora wa huduma na kutoa ushauri au maelekezo pale inapohitajika kulingana na mahitaji ya Mwajiri.
- (b) Kumlipa Mzabuni stahiki yake kama makubaliano yalivyo. leleweke kuwa Mnunuzi hatalipa malipo yote kwa Mzabuni kabla ya kukamilisha kiasi cha kazi aliyopewa kulingana na Mkataba huu. Aidha, Mwaj hatalipa kiasi chochote cha malipo kwa Mzabuni kama Mzabuni atashindwa kukamilisha kazi kwa wakati kulingana na Mkataba badala yake Mzabuni atatakiwa kulipa fidia ya ucheleweshaji vifaa kwa Mwajiri.
- (c) Kukagua huduma inayotolewa na Mzabuni atatoa ushirikiano unaofaa wakati Mwajiri atakapohitaji kufanya hivyo.

5. MATUKIO YASİYOTARAJIWA (FORCE MAJEURE)

- 5.1 Matukio yasiyotarajiwa (*FORCE MAJEURE*) yana maana ya matukio yaliyo nje ya uwezo wa wahusika na ambayo hawakuweza kuyaona wakati wa kusaini Mkataba huu, ambapo matokeo yake yatasababisha Mzabuni asiweze kutekeleza Mkataba huu. Matukio hayo ni kama vita, vita vya kikabila, moto, mafuriko, mgomo, magonjwa ya mlipuko na mengineyo.
- 5.2 Matukio haya yatakapotokea wahusika wa Mkataba huu wataahirisha utekelezaji wa Mkataba huu bila kuwajibika kwa hasara itakayotokana na tukio husika, kwa kipindi na eneo linalohusika na lililoathiriwa na tukio husika.
- 5.3 Wahusika wa Mkataba huu watapeana taarifa haraka iwezekanavyo kabla ya kusimamisha kazi/huduma. Kama taarifa ya awali imetolewa kwa njia isiyo ya maandishi, ndani ya masaa 24 taarifa iliyotolewa kwa njia isiyo ya maandishi itolewe kwa maandishi. Mawasiliano yote ya maandishi yatawasilishwa kwenye ofisi ya Mwajiri na siyo sehemu nyingine yoyote.

6. UWAJIBIKAJI WA WAHUSIKA.

- 6.1 Mzabuni atawajibika kwa hasara, uharibifu na gharama zinazotokana na uzembe wake mwenyewe, mawakala wake au wafanyakazi wake wakati wa utekelezaji wa Mkataba huu.
- 6.2 Mwajiri hatawajibika kwa hasara au uharibifu wowote utakaotokana na uzembe wa Mzabuni mwenyewe au Mawakala wake au wafanyakazi wake wakati wa utekelezaji wa Mkataba huu.

7. KUSULUHISHA MIGOGORO:

- 7.1 Wahusika wa Mkataba huu watatumia uwezo wao wenyewe kusuluhisha kwa amani migogoro na tofauti yoyote itakayojitokeza kati yao inayohusu utekelezaji wa Mkataba huu.
- 7.2 Endapo watashindwa kusuluhisha mgogoro au tofauti kati yao, mmoja wao atawasilisha mgogoro huo kwa msuluhishi kulingana na **Sheria ya Usuluhishi Na.15 Sura Na. 15 /2002.**
- 7.3 Hatua ya mwisho itakuwa ni kwenda Mahakamani endapo wahusika watashindwa kusuluhisha mgogoro wao.

8. SHERIA ITAKAYOTUMIKA:

Mkataba huu utatafsiriwa na kuongozwa kwa mujibu wa Sheria za Tanzania.

9. MAELEKEZO/MAWASILIANO:

Maelekezo yanayotolewa na Mnunuzi yatakuwa kwa maandishi. Kwa sababu nyingine yoyote ile maelekezo hayo yanaweza yakatolewa kwa njia ya mdomo, Mzabuni atafuata maelekezo hayo. Katika muda usiozidi saa 72 Mnunuzi atatakiwa kuthibitisha kwa maandishi maelekezo aliyoyatoa awali kwa njia ya mdomo.

10. KUHAMISHA MKATABA/KUTOA KAZI KWA MZABUNI MSAIDIZI:

Mzabuni hatatoa kazi au sehemu ya kazi kwa Mtu/Kampuni nyingine bila kibali cha maandishi kutoka kwa Mwajiri. Kibali kama hicho kinapotolewa hakimwondolei **Mzabuni** mamlaka au majukumu yake chini ya Mkataba na **Mzabuni** atawajibika kwa kushindwa au kuzembea kwa yeyote kati ya wazabuni wake wasaidizi.

11. VIFAA VINAVYOWEZA KUKATALIWA:

Vifaa visivyokidhi mahitaji, viwango na maelekezo ya Mnunuzi kama ilivyoelekezwa kwenye Mkataba vitakataliwa na Mnunuzi. Kwa maelekezo ya Mnunuzi, Mzabuni kwa gharama zake mwenyewe atarekebisha/atabadilisha kifaa kitakachokuwa kimekataliwa hadi kumridhisha Mnunuzi kikamilifu. Endapo Mzabuni atashindwa kufanya marekebisho au mabadiliko ya kifaa kilichokataliwa kwa wakati, Mwajiri atahesabu hasara itakayosababishwa na uzembe huo na mzabuni atawajibika kama ilivyoelezwa katika Kifungu cha 4.1 hapo juu.

12. MABADILIKO YA BEI:

Kwa kuzingatia kuwa wakati wote wa utekelezaji wa Mkataba huu bei ya kifaa/vifaa inaweza kubadilika kwa kupanda au kushuka, **Mnunuzi** na **Mzabuni**, watakaa pamoja na kufanya makubaliano mapya kwa kuzingatia mabadiliko halisi ya bei ya kifaa/vifaa husika katika soko kwa wakati huo.

Mabadiliko hayo yatazingatia bei katika soko ambalo kwa wakati huo ndilo Mzabuni ananunua vifaa husika. Kipengele hiki hakimlazimishi Mnunuzi kukubali mabadiliko atakayopendekeza Mzabuni.

13. KUVUNJA MKATABA:

13.1 Kama **Mzabuni** atashindwa kuanza kufanya kazi/kutoa huduma katika muda uliopangwa au kuna sababu za kutosha kuamini kuwa hatakamilisha kuleta vifaa vyote katika muda uliopangwa au kuna cheleweshaji uliokiuka tarehe na muda wa kukamilisha kutoa huduma au anashindwa kufuata moja ya masharti au hafuati maelekezo ya Mnunuzi au anakuwa mufilisi, Mnunuzi atakuwa na haki ya kuvunja mkataba na kumwajiri **Mzabuni** mpya wa kufanya kazi hiyo.

13.2 Kama Mnunuzi atashindwa kumlipa **Mzabuni** katika muda wa siku 28 baada ya tarehe ya kuwasilisha madai halali yaliyoidhinishwa na Kamati ya ukaguzi na upokeaji wa vifaa husika, Mzabuni atakuwa na haki ya kuvunja Mkataba. Pamoja na sababu hizo, sababu zifuatazo zinaweza kupelekea kuvunjika kwa Mkataba huu:

i. Kuwasilisha bidhaa ambazo ni chini ya kiwango kilichokubaliwa;

ii. Kuvunja sharti lolote la Mkataba huu.

14. MALIPO BAADA YA MKATABA KUVUNJIKA:

Kama Mkataba umevunjika, **Mzabuni** atalipwa na Mwajiri fedha au maamuzi yatakayokuwa bado hayajalipiwa katika malipo atakayokuwa amelipwa **Mzabuni** kwa Huduma yote itakayokuwa imetolewa kwa Mwajiri kabla ya kuvunjika Mkataba kwa kima na bei kama ilivyotolewa kwenye Mkataba.

15. TAMKO LA MZABUNI

15.1 Mimi LEMMY..... ambaye ni MZABUNI.....
natamka wazi kwamba nimefanya utafiti wa kutosha kwa ajili ya Kufanya kazi/kutoa huduma hii ya kuuza vifaa vya ujenzi kwa ajili ya ujenzi wa jingo la EMD na ICU Hospitali ya Rufaa ya Mkoa wa Manyara kwa gharama ya **Tshs. 328,387,960= (Milioni Mia Tatu Ishirini na Nane Laki Tatu Themanini na Saba Mia Tisa Sitini tu.)**

Gharama zote hizo zinajumuisha usafiri pamoja na kodi, na kwamba, nisipoteteleza mkataba huu ipasavyo hatua za kisheria zitachukuliwa dhidi yangu kwa mujibu wa Mkataba huu. Pia natamka wazi kwamba MZABUNI LEMMY ENTERPRISES siyo mtumishi wa ofisi ya Katibu Tawala Mkoa wa Manyara, na kwamba endapo itathibitika nimedanganya hatua za kisheria zichukuliwe **dhidi yangu.**

Kwa ruhusa na kwa niaba ya Mzabuni:-

Jina LYDIA JOHANI KASAMI

Saini Mu.....

Tarehe 7/01/2020.....

ILI KUTHIBITISHA MAKUBALIANO HAYA, Wahusika wamesaini Mkataba huu kwa siku na tarehe kama inavyoonekana hapa chini:-

KWA UPANDE WA MNUNUZI MKATABA HUU UMESAINIWA NA:

JINA: KAROLINA MITARULA

CHEO: RAB

SAHIHI: Raba 

ANUANI: S.L.P 310, BABATI

TAREHE: 07/01/2022

SHAHIDI:

JINA: NEEMA GASABUS

CHEO: MWANASHUKU

SAHIHI: 

ANUANI: 310 BABATI

TAREHE: 07/01/2022



KWA UPANDE WA MZABUNI MKATABA HUU UMESAINIWA NA:

JINA: LEMMY ENTERPRISES

SAHIHI: 

ANWANI: 319 BABATI



TAREHE: 7/1/2022

SHAHIDI:

JINA: YOHANI KASANI

SAHIHI: 

CHEO: MHANDISI

ANWAN: 319 BABATI

TAREHE: 07/01/2022