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

MANUU ENTERPRISES CO. LTD wa S.L.P 236 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;

Item	Description of Goods	Quantity	Units	Agreed Rate
	ICU GENERAL MATERIALS			
1	Cement (42.5R/N)	1	bag	17,000
2	16mm diameter (Min Tensile strength ≥460Mpa, BS4449.1997)	1	Pieces	59,000
3	8mm diameter (Min Tensile strength ≥250Mpa, BS4449.1997)	1	Pieces	15,000
4	Binding wire (25kg roll)	1	Kg	3,500
5	Steel fabric reinforcement mesh ref. A142; weighing 4.5kg/m2; mesh size 200 x 200mm including tying wire and spacer. (2.4 x 27 Mtres per Roll)	1	Roll	350,000
6	1.2 x 2.4m marine boards -18mm thick	1	piece	70,000
7	2"x 3" x 3.6m softwood	1	piece	5,000
8	1" x 8" x 3m treated softwood	1	Pieces	16,000
9	Concrete nails 2-4 Inch (According from Site Engineer)	1	Kg	12,000
10	230mm wide gauge 500 laid over hardcore bed; Two layers DPM (2 x 200 mtres roll)	1	roll	500,000

11	230mm thick of hesian based bitumen felt DPC (1.2x 6mtrs roll) (1.2x 6 mtres roll)	1	roll	120,000
12	props (4" diameter)	1	pieces	7,000
13	Concrete nails 4 inches	1	Kg	12,000
14	25mm Thick; compressible material i.e styropol or any approved material expansion joint set vertically between walling including sealing with any approved sealant material on both sides and cover up with Aluminum cap	1	M^2	
15	280x80mm weathered once, throated once reinforced with 12mm diamter rebars with link of 8mm diameter rebars at 250mm c/c. (Pre-cast Grade 20)	1	M	15,000
16	150x50mm Rafters. 3 Meters long. (Structural timbers; softwood; pressure impreganated with Tanalith C; fixing bolts.)	1		9,500
17	150 x 50mm Bottom cord. 3 Meters long (Structural timbers; softwood; pressure impreganated with Tanalith C; fixing bolts.)	1	Pieces	10,000
18	100x50mmthick; Wall plates. 3 Meters long (Structural timbers; softwood; pressure impreganated with Tanalith C; fixing bolts.)	1	Pieces	7,000
19	50x50mm thick; Purlins.3 Meters long. (Structural timbers; softwood; pressure impreganated with Tanalith C; fixing bolts.)	1	Pieces	3,700
20	100x50 Struts.3 Meters long. (Structural timbers; softwood; pressure impreganated with Tanalith C; fixing bolts.)	1	Pieces	7,000
21	Iron Nails 4"	1	Kg	4,000
22	Roof covering sloping not exceeding 45 degrees from horizontal.3.0 metres sheets.28-gauge pre-painted IT sheets: single length: supplied by ALAF or equal and approved.	1	sheets	54,000

23	Angle Ridge Cap, 225mm girth (1.8m long)	1	Pieces	25,000
24	Roof Nails 2" for IT Sheets	1	Kg	9,000
25	(a) Size 1800 x 2100mm high	1	No	600,000
26	(b) Size 1500 x 2100mm high Doors	1	No	500,000
27	(c) Size 1000 x 2100mm high Doors	1	No	400,000
28	(d) Size 900 x 2100mm high Doors	1	No	350,000
29	Prime quality Wrot Hardwood 145mm x 45mm Frame	1	m	28,000
30	50 x 15mm Glazing beads	1	m	10,000
31	Panes over 0.5m^2 not exceeding 1.0 m^2	1	M^2	7,000
32	100mm Long Brass butt hinges;stainless steel	1	Pairs	8,000
33	Three levers Mortice lockset complete - Union	1	Set	80,000
34	Silver Door Closer Code with Standard arm.	1	Set	40,000
35	Hydraulic Floor hinges for Double swing doors	1	No	300,000
36	75mm Stst.Matt Symbols to be identified by users (Sample to be approved)	1	No	
37	Supply, assemble and fix the following purpose made heavy duty natural ALUMINIUM framed sliding windows; frames 100 x 2mm POWDER COATED finish; 8mm thick glass; all complete with all fittings; accessories and fasteners; all from an approved ALUMINIUM window specialist including MOSQUITO GAUZE and with profiles from an approved manufacturer fixing to blockwork and / or concrete work; silicon sealant and weatherstripping all to Architect Approval. (a)Overall size 1800 x 1800mm high;	1	No	750,000
38	(b) Overall size 900 X 1800 mm high;	1	No	400,000
39	(c) Overall size 1500 X 1800mm high;	1	No	600,000
40	(d) Overall size 1800 X 1200mm high;	1	No	500,000

41	(e) Grilles; comprising of 25 x 50 x 3mm RHS framing and 25 x 25 x 3mm RHS intermediate sections; in filled with 3 x 25mm flat bars; cut, bent and welded to pattern as specified by the Architect's drawings.	1	m2	70,000
42	(a)500x500x8mm (7pcs per box)	1	Box	45,000
43	(b) Silver Grey Grout (Application 1kg to 7m²)	1	Box	3,500
44	(c) Spacer (100 Nos per package)	1	kg	4,000
45	(d) (100x600mm long; 25pc per box)	1	Box	38,000
46	(e) Silver Grey Grout (Application 1kg to 5m²)	1	Box	4,000
47	(f) 250 x 400 x 6mm Thick ceramic wall tiles; 15pc per box)	1	Box	20,000
48	Silver Grey Grout (Application 1kg to 5m²)	1	Box	5,000
49	Gypsum board 1.2m x 2.4 mm sheet (Ex Thailand	1	pcs	25,000
50	Fibre tape-	1	Pcs	7,000
51	Gypsum screws 3/4" (	1	box	8,000
52	50 x 50mm Timber Brande rings/Ceiling joist treated	1	Pieces	4,000
53	Wire nails	1	kg	4,000
54	Gypsum cornice 2.5 m long piece	1	pieces	3,500
	Sub Total 1			
	EMD GENERAL MATERIALS			
55	Cement (42.5R)	1	Bag	17,500
56	16mm diameter ((Min Tensile strength ≥460Mpa, BS4449.1997))	1	Pieces	54,000
57	12mm diameter ((Min Tensile strength ≥460Mpa, BS4449.1997))	1	Pieces	34,000
58	8mm diameter (Min Tensile strength ≥250Mpa, BS4449.1997)	1	Pieces	15,000
59	Binding wire (25kg roll)	1	Kg	3,500
60	Steel fabric reinforcement mesh ref. A142; weighing 4.5kg/m2; mesh size 200 x 200mm including tying wire and spacer. (2.4 x 27 Mtres per Roll)	1	Roll	350,000
61	1.2 x 2.4m marine boards -18mm thick	1	Pieces	70,000

62	2"x 3" x 3.6m softwood	1	Pieces	5,200
63	Concrete nails 2-4 Inch (According from Site Engineer)	1	Kg	12,000
64	230mm wide gauge 500 laid over hardcore bed; Two layers-DPM (2 x 200 mtres roll)	1	Roll	500,000
66	(1 x 20 mtres roll) DPC	1	Roll	120,000
67	props (4" diameter)	1	Pieces	7,000
68	Concrete nails 4 inches	1	Kg	12,000
69	25mm Thick; compressible material i.e styropol or any approved material expansion joint set vertically between walling including sealing with any approved sealant material on both sides and cover up with Aluminum cap	1	m^2	
70	230mm thick Solid blocks: B.S 2028: 450 x 150 x 230mm	-	No	1,900
71	280x80mm weathered once, throated once reinforced with 12mm diamter rebars with link of 8mm diameter rebars at 250mm c/c. (Pre-cast Grade 20)	1	m	15,000
72	150x50mm 3.6 Meters long treated	1	Pieces	10,000
73	100x50mmthick; 3.6 Meters long treated	1	Pieces	7,000
74	50x50mm thick; Purlins.3 Meters long	1	Pieces	3,700
75	Iron Nails 4"	1	Kg	4,000
76	Fascial/Barge board;1" x 8" x 3m treated softwood	1	Pieces	18,000
77	63 mm Diameter black pipes x 4mm thick	1	m	25,000
78	35mm Diameter x 4mm thick struts	1	m	18,000
79	200x50x2mm Zed purlins, including fixing angle iron cleats with bolts	1	m	15,000
80	6mm Thick mild steel base plate size 300 x 300, holed twice for 16mm bolt, anchored to concrete work, painted (Bolt measuerd separatery)	1	No	20,000
81	16mm. Diameter 250mm long mild steel anchor bolt with two nuts and washers treated with ant-rust solution casted to concrete.	1	No	15,000

82	4mm thick mild steel angle plate 100x100mm, holed two times for 16mm bolts	1	No	10,000
83	10mm thick mild steel angle plate 200x200mm, holed four times for 22mm bolts	1	No	30,000
84	16 mm diameter mild steel bolt 150mm long and two nuts and washers	1	No	13,000
85	Suspended slab	1	m^2	15,000
86	3.0 metres sheets	1	Sheet	54,000
87	Angle Ridge Cap, 225mm girth (1.8m long)	1	Pieces	25,000
88	Roof Nails 2" for IT Sheets	1	Kg	9,000
89	Size 2780x2100mm high	1	No	950,000
90	Size 1540x2100mm high Doors	1	No	530,000
91	Size 1500x2100mm high Doors	1	No	500,000
92	Size 1200x2100mm high Doors	1	No	450,000
93	Size 900x2100mm high Doors	1	No	350,000
94	Size 800x2100mm high Doors	1	No	300,000
	Prime Quality Wrot Hardwood (Mkongo or Mninga)			
95	145mmx45mm Frame	1	m	28,000
96	50mmx15mm Glazing beads/ Mninga/mkongo	1	m	4,000
	6mmthick toughed clear glass fixed with hardwood beads			
97	Panes over 0.5m2 not exceeding 1.0m2	1	m^2	7,000
98	100mm Long Brass butt hinges;stainless steel	1	Pairs	8,000
99	Three levers Mortice lockset complete	1	Set	80,000
100	Silver Door Closer Code with Standard arm.	1	Set	40,000
101	Hydraulic Floor hinges for Double swing doors	1	No	300,000
102	75mm Stst.Matt Symbols to be identified by users (Sample to be approved)	1	No	

103	Grilles; comprising of 25 x 50 x 3mm RHS framing and 25 x 25 x 3mm RHS intermediate sections; in filled with 3 x 25mm flat bars; cut, bent and welded to pattern as specified by the Architect's drawings.	1	m^2	70,000
104	Overall size 3085 x 2000mm high; 8mm	1	No	1,200,000
105	Overall size 1800 X 1500 mm high; 8mm	1	No	650,000
106	Overall size 1500 X 1500mm high; 8mm	1	No	550,000
107	Overall size 1500 X 800mm high;	1	No	400,000
108	Overall size 1300 X 1500mm high;	1	No	600,000
109	Overall size 1200 X 1500mm high;	1	No	500,000
110	Overall size 900 X 1500mm high;	1	No	450,000
111	Overall size 1200 X 1200mm high;	1	No	400,000
112	Overall size 900 X 800mm high;	1	No	350,000
113	500 x 500 x 8mm Thick porcelain tiles; laid to falls sloping not exceeding 15 degrees from horizontal including staircase,landing and lamps.	1	m^2	-
114	(500x500mm; 7pcs per box)	1	Box	45,000
115	Silver Grey Grout (Application 1kg to 7m²)	1	kg	3,500
116	Spacer (100 Nos per package)	1	Box	4,000
117	150mm Skirting	1	Box	
118	(100x600mm long; 25pc per box)	1	Box	38,000
119	(250x400mm; 15pc per box)	1	Box	20,000
120	Silver Grey Grout (Application 1kg to 5m²)	1	kg	3,500
121	a)1.2m x 2.4 mm sheet (Ex Thailand	1	Pcs	25,000
122	b) Fibre tape	1	Pcs	7,000
123	c) Gypsum screws	1	Box	8,000
124	50 x 50mm Timber Branderings/Ceiling joist treated	1	Pieces	4,000
125	Wire nails	1	kg	4,000
126	Gypsum cornice2.5 m long piece	1	Pieces	3,500

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.

Ieleweke wazi kuwa **Mzabuni** akishindwa kukamilisha kazi/kutoa huduma kwa muda waliokubaliana na **Mnunuzi**, 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- **Manuu Enterprises co. Ltd** na Mnunuzi - **Katibu Tawala Mkoa wa Manyara**) kulingana na

masharti ya mkataba huu ambacho ni **Tshs. 568,890,500 (Milioni Mia Tano Sitini na Nane Laki Nane Tisini na Mia Tano 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. Ieleweke kuwa nunuzi hatakubali 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 MWAJIRI.

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. Ieleweke 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 YASIYOTARAJIWA (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 iwezekenavyo 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 ...MANUU ENTERPRISES CO. LTD... ambaye ni ...MKURUGENZI... 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. Tshs. 568,890,500 (Milioni Mia Tano Sitini na Nane Laki Nane Tisini na Mia Tano tu.)**

Gharama zote hizo zinajumuisha usafiri pamoja na kodi, na kwamba, nisipotekeleza mkataba huu ipasavyo hatua za kisheria zitachukuliwa dhidi yangu kwa mujibu wa Mkataba huu. Pia natamka wazi kwamba **MZABUNI MANUU ENTERPRISES CO. LTD** 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 ...DAVID J. MALEWA...

Saini ...[signature]...

Tarehe ...7.1.2022...

MANUU ENTERPRISES Co. LTD
0784-396054
07 JAN 2022
TIN:140-750-056
BOX 238 ... MANYARA

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 MTHAPULA

CHEO: RAS

SAHIHI: [signature] KATIBU TAWALA MKOA WA MANYARA

ANUANI: S.L.P 310, BABATI

TAREHE: 07/01/2022

SHAHIDI:

JINA: NEEMA GASABILE

CHEO: MWANASHERIA

SAHIHI: [signature]

ANUANI: 310 BABATI

TAREHE: 07/01/2022

WAKILI WA SERIKALI
07 JAN 2022
OFISI YA MKUU WA MKOA MANYARA

KWA UPANDE WA MZABUNI MKATABA HUU UMESAINIWA NA:

JINA: MANUU ENTERPRISES CO. LTD

SAHIHI: [signature]

ANWANI: 236 BABATI

MANUU ENTERPRISES CO. LTD
Tel: 0784-396054
07 JAN 2022
TIN: ...

TAREHE: 07. 01. 2022

SHAHIDI:

JINA: LYDIA Y KASAIMI

SAHIHI: [signature]

CHEO: MZABUNI

ANWAN: 319 BABATI

TAREHE: 7/1/2022