## JAMHURI YA MUUNGANO WA TANZANIA

WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO



## HOSPITALI YA RUFAA YA MKOA WA SIMIYU

## MKATABA NAMBA: MOHCDGEC/SRRH/2021/2022/W/02

WA

FUNDI MJENZI WA JENGO LA WAGONJWA WENYE UANGALIZI MAALUMU. (ICU)

KATI YA

WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO S.L.P 743, DODOMA.

NA

WAKALA WA MAJENGO TANZANIA (TBA-SIMIYU) S.L.P 159, BARIADI.

NOVEMBA,2021

## 1. FOMU YA MKATABA

#### FOMU YA MKATABA 27 Novemba, 2021

Katibu Mkuu, Wizara ya Afya, Maendeleo ya Jamii, Jinsia, Wazee na Watoto wa S.L.P 743 Dodoma kwa upande mmoja

na

Meneja wa Wakala wa Majengo Mkoa wa Simiyu wa S.L.P 159 BARIADI (Hapa ataitwa "Mkandarasi") kwa upande mwingine.

Kwa kuwa Mwajiri anataka baadhi ya kazi zifanyike yaani: Ujenzi wa Jengo la Wagonjwa wenye Uangalizi Maalumu iliyopo eneo la Hospitali ya Rufaa ya Mkoa wa Simiyu (Nyaumata) na kwa barua ya kukubali yenye Kumb Na GC:109/590/II/44 ya tarehe 26 Novemba 2021 alikubali zabuni ya Fundi Mjenzi kwa utekelezaji na ukamilishaji wa kazi hiyo.

## SASA MAKUBALIANO HAYA YAMESHUHUDIWA KAMA IFUATAVYO:

- Katika makubaliano haya maneno na maelezo yatakuwa na maana sawa kama yalivyopewa katika masharti ya mkataba unaorejelewa na;
- Nyaraka zifuatazo zitachukuliwa kwa pamoja na zisomeke na kufasiriwa kuwa ni sehemu ya makubaliano haya, yaani;
  - 1. Fomu ya Mkataba;
  - 2. Barua ya kukubali kotesheni;
  - 3 fomu ya kuwasilisha kotesheni;
  - Masharti maalumu ya Mkataba;
  - 5. Masharti ya jumla ya Mkataba;
  - Uainishaji viwango na vipimo;
  - 7. Michoro;

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- 8. Mchanganuo wa makadirio ya kazi;
- 9. Mchanganuo wa makadirio ya vifaa vya ujenzi
- 10. Nyaraka nyingine zozote zinazounda sehemu ya mkataba (Kumbukumbu za ufafanuzi, memoranda dhidi ya rushwa).

3.

Nyaraka zote zilizotajwa hapo juu zitarejelewa hapo baadae kama 'Mkataba' na zitachukuliwa kuwa zinakamilishana na zinajieleza sawa lakini ukitokea utata au uhitilafiano zitakuwa na umuhimu katika mfuatano wake kama zinavyoonyeshwa hapo juu.

- Katika kuzingatia malipo yanayofanywa na Mwajiri kwa Mkandarasi kama 4. baadaye inavyotajwa, Mkandarasi hapa anakubaliana na Mwajiri kutekeleza na kukamilisha kazi kwa kufuata makubaliano, kwa hali zote kulingana na vifungu
- Mwajiri hapa anakubali kumlipa Mkandarasi kwa kuzingatia utekelezaji na 5. ukamilishaji wa kazi, jumla ya fedha za Tanzania Milioni Mia Moja Ishirini na Tatu, Laki Nane Thelathini na Tano, Mia Saba Sabini Na Tisa Na Sentí Thelathini na Mbili tu.(TZS 123,835,779.32) baadaye imerejelewa kama 'Bei ya Mkataba' kwa nyakati na namna iliyoelezwa katika mkataba.

KATIKA KUSHUHUDIA, pande hizi zimekubaliana na kutia Saini na muhuri katika siku na mwaka kama ulivyoandikwa hapo juu.

IMETIWA SAINI KWA NGRAYA MWAWIBHI HOSPITALI YA RUFAA Mbele ya YA-MICA-SIMIYU Saini Saini (Jina) DR. MIKEJ MABINBI (Jina) DICKSON PricaNAr (Cheo) MG AUG A MFAWIDHI (Cheo) Afisz Sheriz. KWA NIABA YA MKANDARASI/FUNDI SANIFU: WA MKOA Mbele ya TANZANIA ....BARIADI - SIMIYU Saini Saini (Jina) Yela Mahim (Jina) (Cheo)

## 2. BARUA YA KUKUBALI KOTESHENI

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

MKOA WA SIMIYU Anwani ya Simu: "REGCOM" Simu Na: 028-2700011/2700054 Nukushi: 028-2700168 Barua pepe:ras@simiyu.go.tz Unapojibu tafadhali taja:



OFISI YA MKUU WA MKOA, S.L.P. 4, BARIADI.

23 Novemba, 2021

Kumb Na. GA124/134/01G/....

WAKALA WA MAJENGO TANZANIA (TBA),

S.L.P 159,

BARIADI,

SIMIYU.

## YAH: UJENZI WA JENGO LA WAGONJWA WENYE UANGALIZI MAALUM (ICU), WAGONJWA WA DHARURA NA NYUMBA YA MTUMISHI KATIKA HOSPITALI YA RUFAA YA MKOA WA SIMIYU KWA MWAKA 2021/2022 SOMO: KUKUBALI KOTESHENI YA GHARAMA YA UFUNDI YA UJENZI WA JENGO LA WAGONJWA WENYE UANGALIZI MAALUMU (ICU)

Husika na mada tajwa hapo juu,

Hii ni kukutaarifu kuwa kotesheni yako ya tarehe 15/11/2021 ya kufanya kazi ya Ujenzi wa Jengo la Wagonjwa wenye uangalizi maalumu (ICU) katika Hospitali ya 2. Rufaa ya Mkoa wa Simiyu kwa bei ya Mkataba wa shilingi za Tanzania Milioni Mia Moja Ishirini na Tatu, Laki Nane Thelathini na Tano, Mia Saba Sabini na Tisa na Sentí Thelathini na Mbili tu.(TZS 123,835,779.32) kama ilivyosahihishwa na kurekebishwa kulingana na maelekezo ya mwaliko wa kotesheni imekubaliwa.

3. Unatakiwa kuthibitisha kwa barua tuzo hii mara baada ya kupokea barua. 4, Aidha unatakiwa kuweka sahihi ya makubaliano ya Mkataba tarehe 27/11/2021 muda wa saa tatu na nusu asubuhi na uanze kazi katika muda wa wiki moja kutoka siku

mkataba utakapotiwa saini.

5. Nashukuru kwa ushirikiano

P.J. Kayombo

KATIBU TAWALA MKOA

SIMIYU

#### JAMHURI YA MUUNGANO WA TANZANIA WIZARA YA UJENZI NA UCHUKUZI WAKALA WA MAJENGO TANZANIA

Anwani ya Simu " **MAJENGO**" Simiyu Simu: 028-2700088 Nukushi: 028-2700111 BaruaPepe: <u>rm.simiyu@tba.go.tz</u> Tovuti : www.tba.go.tz



Ofisi ya Meneja wa Mkoa, S.L.P. 159, Bariadi-Simiyu, TANZANIA

Unapojibu tafadhali taja:

26/11/2021

### Kumb Na. GC:109/590/II/01/44

Katibu Tawala wa Mkoa, Ofisi ya Mkuu wa Mkoa, S. L. Posta 4, **BARIADI - SIMIYU.** 

## YAH: UJENZI WA JENGO LA WAGONJWA WENYE UANGALIZI MAALUM (ICU) KATIKA HOSPITALI YA RUFAA YA MKOA WA SIMIYU.

### Somo: Kukubali Zabuni ya Nguvu Kazi

Tafadhali rejea somo tajwa hapo juu.

Ofisi ya Wakala wa Majengo Tanzania Mkoa wa Simiyu imekubali Zabuni ya Nguvu Kazi katika Ujenzi wa Jengo la Wagonjwa wenye Uangalizi Maalum (ICU) katika Hospitali ya Rufaa ya Mkoa wa Simiyu kwa Mkataba wa **TZS.123,835,779.32 (Shilingi za Tanzania Milioni Mia Moja Ishirini na Tatu Mia Nane Thelathini na Tano Elfu Mia Saba Sabini na Tisa na Senti Thelathini na Mbili tu)** Pamoja na Kodi ya Ongezeko la Thamani (VAT) kwa muda wa Miezi Minne (4).

Asante sana kwa kutupatia kazi hii na tunaahidi kuifanya kwa umahiri na Weledi Mkubwa.

Wako katika Ujenzi wa Taifa.

Eng. Abubal KAIMU ME WAIGE

# **3 FOMU YA KUWASILISHA KOTESHENI**

## FOMU YA KUWASILISHA NUKUU YA BEI

Tarehe: 15/11/2021.

## Kwa: KATIBU TAWALA MKOA

S.L.P 4, BARIADI SIMIYU

Tunaahidi/ Naahidi kutekeleza kazi ya MoHCDGEC/SRRH/2021/2022, Marina Mutataba yanayofuatana na Nukuu za Bei ya M	kulingana na Ikataba ya Malwo Refu Mia
(ICU) KA Shilingi za Kurzenia Willou Mila Most Nane The lattingi do Raw THO MR Oba Sebini na THOMAKIMU nd Ingiza kiasi katika maneno, MSILI-TZS 123, 835, 779.32 Shilingi za Tanzania.	L' Hho la flui ui 19 aina ya sarafu

Pia tunaahidi kukamilisha kazi iliyotajwa katika kipindi cha miezi *MINNE (4)(),* ambacho kinajumuisha kipindi cha maandalizi.

Nukuu za Bei hii pamoja na barua yako ya kukubali kwa maandishi vitatanya mkataba unaotufunga sisi pamoja. Tunafahamu kuwa hulazimiki kukubali kiwango cha chini au kotesheni yoyote kati ya kotesheni unazopokea.

Tunathibitisha kuwa kotesheni hii imetimiza masharti kama yanavyotajwa katika Mwaliko wa Nukuu za Bei. Nukuu za Bei.

SHERTHAN Sahihi Idhinishwa: ..... Jina na Cheo cha Mweka Sahihi: A WA KOKOA Jina la Fundi: ..... KAIN

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# 4. MASHARTI MAALUMU YA MKATABA

### MASHARTI MAALUMU YA MKATABA

Taarifa maalumu ifuatayo kwa ajili ya kazi inayofanywa itakuwa nyongeza, au inaweza kurekebisha vifungu katika Masharti ya Jumla ya Mkataba. Kunapokuwa na mgogoro, vifungu katika **Masharti Maalumu ya Mkataba** vitakuwa na nguvu zaidi ya vifungu katika **Masharti ya Jumla ya Mkataba**.

Masharti	Masharti	Marekebisho ya, na Nyongeza kwa vifungu katika
Maalumu	ya Jumla	Masharti  ya Jumla ya Mkataba.
ya Mkataba	ya Mkataba	
Kifungu	Kifungu	
Na;	Na;	
1	04	Kiswahili\Kiingereza
2	07	Zana,mitambo na vitendea kazi vya mafundi vitatolewa na mkandarasi isipokuwa gharama za maji, ulinzi na umeme
3	16	Mkandarasi atawajibika kuhakikisha ubora wa maunzi anazopewa zinakidhi vigezo/viwango vya kitalaamu.gharama ya upimaji wa maunzi itakuwa ya mshitiri.
4	. 17	Mkandarasi atatoa makadirio ya maunzi anayoyahitaji kwa kila hatua ya utekelezaji, mkandarasi na mshitiri watapitia kwa pamoja kabla ya kuagiza maunzi.
5	20.0	Mkataba utanza tarehe: 1 /12/2021 na kukamilisha kazi kwa muda wa miezi minne, ifikapo 31/3/2022
6	23.1	Malipo ya awali ni 20% ya bei ya Mkataba. Malipo mengine yatalipwa kwa hati ya madai isiyopungua asilimia ishirini ya mkataba wa nguvu kazi. Marejesho ya Malipo ya awali yatakuwa ni asilimia ishirini ya hati ya malipo iliyoombwa.
7	23.2	Fedha itakayoshikiliwa ni asilimia mbili (2,%) ya thamani ya cheti cha malipo. ( <b>rentation</b> )
8	23.4	Kiwango cha riba kwa kiasi kisicholipwa, kitalipwa endapo mshitiri atachelewesha malipo kwa makusudi kitakuwa sawa na kile kiwango cha riba kwa mwezi kinachotumiwa na benk ya biashara kama kilivyopitishwa na Benki Kuu ya Tanzani tarehe ya kutia sahihi mkataba. <b>[hakihusiki]</b>
9	26.0	Kiasi cha kulipia ucheleweshaji kazi: [hakihusiki]

5.MASHARTI YA JUMLA YA MKATABA

#### VIFUNGU JUMLA

#### Kifungu 1: Nyaraka za Mkataba

Masharti ya Mkataba na fomu ya Maelezo ya mahitaji, Viwango na vipimo ni sehemu muhimu ya nyaraka za Mkataba na zinapaswa kusomwa pamoja na nyaraka nyingine zote zinazounda Mkataba. Kama ikitokea kunaonekana kuna mgogoro kipaumbele cha nyaraka kitakuwa kama ilivyoainishwa katika **Kifungu cha 6** cha Masharti ya Mkataba.

#### Kifungu 2: Tafsiri

Katika haya Masharti ya Mkataba, maneno yafuatayo yatakuwa na maana zilizotolewa kwa maneno hayo kama ilivyo hapa chini:

Mwajiri:	Katibu Mkuu, Wizara ya Afya, Maendeleo ya Jamii,	
	Jinsia, Wazee na Watoto	
Mhandisi:	Mtu aliyeteuliwa na Mwajiri na kuwa na wajibu w	a
	usimamizi wa kazi na usimamizi wa mkataba	
Mwakilishi wa	Mhandisi: Mtu aliyeteuliwa na Mhandisi Mwenye	
	wajibu wa Kusimamia Kazi.	
Mkandarasi	Mtu au watu au kampuni ambayo zabuni yao imekubaliw	ıa
na	/wajiri.	
14 · N	Kani ninanatakiwa kufanywa kulingana na mkataba	

Kazi Ni Kazi zinazotakiwa kufanywa kulingana na mkataba.

#### Kifungu 3: Maelekezo

Maelekezo yanayotolewa na Mhandisi yatakuwa kwa maandishi. Ikiwa kwa sababu nyingine yoyote ile maelekezo hayo yatatolewa kwa mdomo, Mkandarasi atafuata maelekezo hayo. Katika kipindi cha **siku 7** maelekezo hayo ya mdomo yatathibitishwa kwa maandishi .

#### Kifungu 4: Lugha

Notisi zote, maelekezo na mawasiliano au waraka wowote wa maandishi unaohusu mkataba utakuwa kwa Kiswahili kadri itakavyokubaliwa na pande zote ilimradi, nyaraka zote zinazotolewa kuhusiana na mkataba unaotekelezwa kwa ushirikiano wa fedha za mkopo au ruzuku zitaandikwa kwa Kiingereza.

### Kifungu 5: Sheria inayotumika

Mkataba, maana yake, fasiri yake, na utekelezaji wake vitaongozwa na Sheria ya Jamhuri ya Muungano wa Tanzania.

## Kifungu 6: Nyaraka za Mkataba zenye Kipaumbele

Nyaraka kadhaa zinazofanya mkataba zichukuliwe kuwa zinajieleza kikamilifu lakini kama ikitokea hitilafu yoyote ile nyaraka zenye umuhimu wa kwanza zitakuwa zifuatazo:-

- 1. Fomu ya mkataba;
- 2. Barua ya Kukubali ya kotesheni;
- 3. Fomu ya Kuwasilisha Kotesheni
- 4. Masharti Maalumu ya Mkataba
- 5. Masharti ya Jumla ya Mkataba
- 6. Maelezo ya mahitaji, Viwango na Vipimo
- 7. Michoro
- 8. Mchanganuo wa Makadirio ya Kazi
- 9. Mchanganuo wa makadirio ya vifaa vya ujenzi
- 10. Nyaraka nyingine zozote zinazounda sehemu ya mkataba
  - ( Kumbukumbu za ufafanuzi, memoranda dhidi ya rushwa)

#### B: MAJUKUMU

#### Kifungu 7: Utekelezaji wa Kazi

Mkandarasi atatoa nguvu kazi, zana, mitambo, usafiri, vifaa na chochote kile kinachohitajika kwa ukamilishaji wa kazi ikiwa ni pamoja na maji na umeme. Atafanya kazi kulingana na inavyotakiwa na nyaraka za mkataba, na maelekezo ya ziada kama yatakavyotolewa mara kwa mara.

### Kifungu 8: Hali Mbaya ya Ukinzani

Iwapo wakati wa utekelezaji wa kazi Mkandarasi atapambana na hali mbaya ya ukinzani ambayo haihusiani na hali ya hewa na ambayo haikuwa imetabiriwa na Mkandarasi, Mhandisi atatathimini kuongeza muda ambao Mkandarasi anastahili.

### Kifungu 9: Kutoa kazi kwa Mkandarasi Msaidizi

Mkandarasi hatatoa kazi au sehemu ya kazi kwa Mkandarasi msaidizi bila kibali cha maandishi cha kutoka kwa Mwajiri. Kibali kama hicho kinapotolewa hakimwondolei Mkandarasi mamlaka au majukumu yake chini ya maktaba na hivyo Mkandarasi atakuwa na wajibu kwa kushindwa au kuzembea kwa Wakandarasi wasaidizi.

## Kifungu 10: Usimamizi wa Kazi Unaofanywa na Mkandarasi

Mkandarasi atatekeleza kazi kwa uangalifu na kwa kufuata utendaji unaotakiwa na Mhandisi ili kufikia mahitaji maalumu ya ubora, kiasi na muda uliopangwa. Kama katika wakati wowote ule Mhandisi anaona uzembe, au kubadilika sana kwa mwelekeo wa programu, hatua zinazofaa zitachukuliwa na Mkandarasi.ili kurekebisha hali.

#### Kifungu 11: Ukaguzi

Mhandisi au mwakilishi wake aliyempa mamlaka ana haki ya kukagua kazi na Mkandarasi atatoa usaidizi kwa shughuli hiyo na kwa wakati Mhandisi atakapohitaji.

#### Kifungu 12: Kazi Zinazokataliwa

Kazi ambazo hazikuzingatia masharti ya mkataba zitakataliwa. Kwa maelekezo ya Mhandisi, Mkandarasi kwa gharama zake mwenyewe atatengeneza au kurekebisha au kufanya upya kazi itakayokataliwa hadi kumridhisha Mhandisi.

#### Kifungu 13: Bima

Mkandarasi ataweka bima yenye jina lake na Mwajiri kwa ajili ya hasara au uharibifu wa zana, vifaa na mitambo ya Mkandarasi na pia kwa kufidia majeruhi au vifo.

### Kifungu 14: Wajibu wa Mkandarasi

Mkandarasi hatamhusisha Mwajiri dhidi ya madai yoyote yanayotokana na hasara au uharibifu wa upande wa tatu (third party). Atamkinga kikamilifu Mwajiri wake dhidi ya madai au hasara zitakazotokana na Sheria ya Ajira na Fidia ya Wafanyakazi.

### Kifungu 15: Jambo Lisilozuilika

Katika tukio la hasara yoyote au uharibifu unaotokea katika utendaji wa aina yoyote wa nguvu za asili ambao pande za mkataba hazikuweza kufikiria mapema, Mkandarasi atarekebisha hasara au uharibifu. Mwajiri ataaamua kutoa ziada ya Bei ya Mkataba na pia anaweza kufikiria kutoa muda wa nyongeza wa kipindi cha mkataba.

### Kifungu 16: Ubora wa Maunzi na Usanifu wa Kazi

Maunzi yote na usanifu wa kazi vitakuwa na ubora kama ilivyofafanuliwa katika mkataba na pia kulingana na maelekezo ya Mhandisi na vitapimwa kama Mhandisi atakavyoona inafaa. Mkandarasi atatoa bure msaada unaohitajika kwa ajili ya kupima ubora wa maunzi na atakuwa na wajibu wa kugharimia upimaji wote utakaohitajika.

#### Kifungu 17: Upatikanaji wa Maunzi

Mkandarasi atabainisha vyanzo vyote vya maunzi yanavyohitajika kabla ya kuanza kwa kazi. Mwajiri akitakiwa anaweza kuwezesha upatikanaji wa vyanzo hivyo. Mkandarasi hatatumia maunzi bila kupata kibali cha maandishi kutoka kwa Mhandisi.

#### Kifungu 18: Usafishaji wa Eneo la Kazi

Baada ya kumaliza kazi, Mkandarasi ataondoa kutoka eneo la kazi zana zote, na maunzi ya ziada, uchafu na mitambo ya muda na ataacha eneo la kazi likiwa safi na katika hali itakayokubaliwa na Mhandisi.

#### Kifungu 19: Afya, Usalama na Kulinda Mazingira.

Mkandarasi katika kipindi chote cha mkataba atakuwa na wajibu kamili wa kiafya na kiusalama katika eneo lake la kazi na watu wote wanaopaswa kuwa katika eneo la kazi katika hali ya mpango mzuri ili kuepusha hatari kwa watu hao. Mkandarasi atazingatia mahitaji na kanuni zote za mazingira kama zinavyoelezwa na Serikali ya Jamhuri ya Muungano wa Tanzania.

#### Kifungu 20: Kuanza na Kukamilika kwa Kazi.

Mkandarasi ataanza na kukamilisha kazi katika muda uliyoelezwa kwenye Masharti Maalumu ya Mkataba au katika kipindi cha mkataba cha nyongeza, kama kipindi hicho kimeruhusiwa na Mwajiri.

#### Kifungu 21: Mabadiliko ya Wigo wa kazi

Kwa idhini ya Mwajiri, Mhandisi anaweza kubadilisha umbo, ubora au kiasi cha kazi na atakuwa na mamlaka ya kumwagiza Mkandarasi ipasavyo. Mabadiliko hayo yatafanywa kwa agizo la Mabadiliko katika Mkataba. Mhandisi ataamua kuhusu kiasi (kama itatokea) ambacho kwa maoni yake kinapaswa kuongezwa au kupunguzwa kutoka jumla ya fedha iliyotajwa kwenye Mkataba kwa ajili ya kazi yoyote ya nyongeza iliyofanywa au iliyoachwa kwa agizo hilo. Kiasi cha fedha kitakachoamuliwa kitatokana na

kiwango cha kizio au kama hakuna kiwango cha kizio kinachotumika, kiwango kingine kitatumika kama itakavyoamriwa na Mhandisi na kukubaliwa na wote, Mwajiri na Mkandarasi.

#### C: MALIPO

#### Kifungu 22: Kiasi

Kiasi kilichowekwa kwenye mchanganuo wa Makadirio ya Kazi ni kiasi kilichokadiriwa kwa kazi na kisichukuliwe kuwa ndiyo kiasi halisi sahihi kitakachofanywa na Mkandarasi. Mhandisi atapima thamani ya kazi halisi iliyofanyika na ataidhinisha gharama halisi ya kazi iliyofanyika kama ilivyofafanuliwa katika mkataba. Ukomo wa kiasi cha kazi unaweza kuongezeka au kupungua kwa asilimia 10 ya bei ya mkataba na hii haitahitaji kibali cha Bodi ya Zabuni.

#### Kifungu 23: Malipo

#### 23.1 Malipo ya Awali

Malipo ya Awali ya **asilimia 15** ya thamani ya mkataba **yanaweza** kutolewa kama itakuwa inaonyesha hivyo kwenye **Masharti Maalumu ya Mkataba** baada ya kuwasilisha dhamana ya malipo wali inayokubalika. Malipo ya awali yatakatwa kwa mafungu katika madai yatakayowasilishwa na Mkandarasi kwa malipo, mpaka malipo ya awali yote yatakaporudishwa kikamilifu.

### 23.2 Malipo Wakati Kazi Inaendelea

Malipo yatafanywa kwa Mkandarasi wakati kazi inaendelea baada ya Mhandisi kutoa cheti kinachoonesha kuwa kazi imekamilika kwa viwango vilivyoainishwa kwenye mkataba. Katika kila cheti mwajiri atashikilia kiasi kilichotajwa katika Masharti Maalum ya Mkataba na kisichozidi asilimia kumi ya bei mkataba. Fedha hiyo iliyoshikiliwa italipwa katika cheti cha

malipo ya mwisho. Kiasi cha fedha anachodai Mkandarasi kitalipwa na Mwajiri kwa Mkandarasi katika kipindi cha siku 28 za kazi baada ya idhini ya cheti cha malipo kutolewa na Mhandisi.

#### 23.3 Malipo ya Mwisho

Cheti cha malipo ya mwisho kitatolewa ndani ya siku **28** za kazi baada ya nyaraka hiyo kuidhinishwa na Mwajiri, ilimradi kazi zote, marekebisho yote na matengenezo yote kama yapo yatakuwa yametekelezwa na hivyo mhandisi kuridhika.

#### 23.4 Ucheleweshwaji wa Malipo

Kama mwajiri atashindwa kufanya malipo katika muda uliotajwa, Mwajiri atamlipa Mkandarasi riba katika kiwango kilichotajwa kwenye **Masharti Maalumu ya Mkataba**.

#### 23.5 Makato ya Malipo

Mwajiri atakuwa na haki ya kukata fedha kiasi cho chote, fedha ya awali au madeni yanayolipika kutoka kwa Mkandarasi kwenda kwa Mwajiri kutokana na fedha yoyote anayoweza kulipwa Mkandarasi na Mwajiri chini ya mkataba huu au mkataba mwingine ilimradi kifungu hiki hakitaathiri marekebisho yoyote kwa amri ya sheria au pengine Mwajiri anaweza kuwa na haki ya kurudishiwa fedha yoyote kama hiyo.

#### 23.6 Malipo kwa Wafanyakazi

Kama kutatokea kushindwa kulipa mishahara/ujira na fidia nyingine zinazopaswa kulipwa wafanyakazi na /au malipo ya kukodisha mitambo/zana/magari na vifaa chini ya mkataba huu, mwajiri atakuwa na haki ya kushikilia malipo ya Mkandarasi.

Mwajiri atatumia fedha alizoshikilia kuwalipa wafanyakazi wa Mkandarasi mishahara yao na fidia nyingine na ada za kukodisha maunzi. Malipo kama hayo yatachukuliwa kuwa ni malipo yaliyopokelewa na Mkandarasi kutoka kwa Mwajiri chini ya mkataba huu

## Kifungu 26: Malipo ya Ucheleweshaji kazi

Kama Mkandarasi atashindwa kukamilisha kazi yake katika muda uliotajwa kwenye mkataba au katika muda wo wote wa nyongeza ulioruhusiwa na Mwajiri, Mkandarasi atamlipa Mwajiri malipo ya ucheleweshaji wa kazi katika kiwango cha asilimia 0.1 cha thamani ya mkataba kwa siku mpaka kiwango cha juu cha asilimia 10 ya bei ya mkataba

#### KUSULUHISHA MIGOGORO NA KUVUNJA MKATABA D:

## Kifungu 27: Kusuluhisha Migogoro

Kama migogoro ikitokea itasuluhishwa kwa majadiliano ya pande zote. Kama mazungumzo yatashindwa kuleta makubaliano, kila upande una hiari ya kwenda kwenye maamuzi kulingana na sheria za Tanzania.

## Kifungu 28: Uvunjaji wa Mkataba

- 28.1 Kama Mkandarasi anashindwa kuanza kazi katika muda uliopangwa au kuna sababu ya kutosha kuwa hatakamilisha kazi katika muda uliopangwa au kuna ucheleweshaji uliokiuka tarehe ya kukamilisha kazi au hayuko makini kufuata maelekezo yanayotolewa na Mhandisi au anakuwa mufilisi, Mwajiri atakuwa na haki ya kuvunja mkataba na kumwajiri Mkandarasi mwingine kufanya kazi hiyo.
  - 28.2 Kama Mwajiri atashindwa kumlipa Mkandarasi katika muda wa siku 60 tangu tarehe ya cheti cha malipo kuidhinishwa na Mhandisi, Mkandarasi anaweza kuvunja mkataba.

## Kifungu 29: Malipo kama Mkataba Umevunjwa

Kama mkataba utavunjwa, Mkandarasi atalipwa na Mwajiri kiasi cha fedha au vifaa ambavyo havitakuwa tayari vimelipiwa katika malipo

yaliyofanywa kwa Mkandarasi kwa kazi zote zilizofanywa kabla ya tarehe ya kuvunjwa kwa mkataba kwa kiwango na bei inayotolewa kwenye mkataba. Kila malipo yoyote yanayofanywa na Mwajiri chini ya kifungu hiki, mwajiri atakuwa na haki ya kulipwa madeni yote kutokana na malipo ya awali aliyolipwa Mkandarasi kwa ajili ya mitambo/zana/magari na maunzi na jumla yoyote ya fedha ambayo imelipwa hapo awali na Mwajiri kwenda kwa Mkandarasi kwa minajiri ya utekelezaji wa kazi

## 6. UAINISHAJI VIWANGO NA VIPIMO

(IMEUNGANISHWA PEKEE) SEPARATE BINDED

## 7.MICHORO

ITE M	DESCRIPTION	QT	Y UN	IT PRIC	E ANG
1	ELEMENT NO.7- PAINTINGS AND DECORATIONS <u>Prepare and apply one thinned</u> <u>coat and two full coats of wash</u> <u>'n' ware paint to plastered walls</u> <u>and gypsum ceiling</u>				E AMOUNT
a	Wash 'n' ware paint	4,02	SM.		
	External work <u>Prepare and apply one primer</u> <u>coat and two finishing coats of</u> <u>Galaxy weather guard paint or</u> <u>other equal and approved</u>	42	buck	et 145,000	6,090,000.00
b	Weather guard paints	413	SM		
	Gloss oil paints (Provisional)	235	SM	25,000	5,875,000.00
1	Weather guard paints	10	bucket	t 140,000.00	
-	white Cement	20	bags	35,000.00	700,000.00
	undercoat	50	bucket	35,000.00	1,750,000.00
	fibre tape (90m)	5	Rolls	10,000.00	50,000.00
	masking tape	10	pcs	5,000.00	50,000.00
1	Gypsum powder	20	bags	25,000.00	500,000.00
- 1	Emulsion paints	60	bucket	35,000.00	2,100,000.00
-	sand paper	100	m	3,000	300,000.00
	TOTAL DECORATION TO				18,815,000.00

D.

ITE M	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
1.9	ELEMENT NO. 8. PLUMBING				
	INTERIOR (Provisional)				
	Sanitary installations Supply and fix the following sanitary appliances (Armitage	1.			1
	Shanks references) including all connections and fixing to floor or wall where necessary	UTY	UNIT	Fide	ANOUNT
а	480 x 420mm White vitreous china Tempo 48 Hand Wash Basin countertop single central taphole basin monoblock mixer with pop up waste , 32mm chrome plated metal bottle trap with 75mm seal,	13	No	450,000	5,850,000.00

DESCRIPTION				1
DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
<u>Sundries</u>				
Allow Provisional sum for plumbing accessories and pipe works	1	PS	10,000,000	10,000,000.00
Allow cost for Medical Gas installation as per project Manager's intructions	. 1	PS	40,000,000	40,000,000.00
Allow cost for ICT installation as per project Manager's intructions	1	PS	20,000,000	20,000,000.00
allow cost for electrical installation	1	PS	35,000,000	35,000,000.00
Allow cost for AC installation To collection	1	PS	30,000,000	30,000,000.00 <b>135,000,000.00</b>
COLLECTION	*:::-			133,000,000.00
Page				23,110,000.00
Page				135,000,000.00
	Allow Provisional sum for plumbing accessories and pipe works Allow cost for Medical Gas installation as per project Manager's intructions Allow cost for ICT installation as per project Manager's intructions allow cost for electrical installation Allow cost for AC installation To collection Page	SundriesAllow Provisional sum for plumbing accessories and pipe works1Allow cost for Medical Gas installation as per project Manager's intructions1Allow cost for ICT installation as per project Manager's intructions1Allow cost for electrical installation1Allow cost for AC installation1COLLECTION1	SundriesIAllow Provisional sum for plumbing accessories and pipe1Allow cost for Medical Gas installation as per project1Allow cost for ICT installation as per project Manager's intructions1Allow cost for ICT installation as per project Manager's intructions1PSAllow cost for electrical installation1PSAllow cost for AC installation Page1	SundriesINICEAllow Provisional sum for plumbing accessories and pipe works1PS10,000,000Allow cost for Medical Gas installation as per project Manager's intructions1PS40,000,000Allow cost for ICT installation as per project Manager's intructions1PS20,000,000Allow cost for ICT installation as per project Manager's intructions1PS20,000,000Allow cost for electrical installation1PS35,000,000Allow cost for AC installation To collection1PS30,000,000COLLECTIONPage

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	ELEMENT No. 8- PLUMBING AND ENGINEERING	QTY	Non-the state	PRICE	AMOUNT
	INSTALLATIONS (Provisional)				
	Sanitary installations				
	Supply and fix the following sanitary appliances (Armitage Shanks references) including all connections and fixing to floor or wall where necessary	•			
a	480 x 420mm White vitreous china Tempo 48 Hand Wash Basin countertop single central taphole basin monoblock mixer with pop up waste , 32mm chrome plated metal bottle trap with 75mm seal, concealed brackets with fixing clamps in aluminium alloy and isovalve.	13	No	450,000	5,850,000.00
b	Western Type White vitreous WC suite to BS 3402 complete with horizontal outlet flush valve cistern 6 litre, plastic seat cover, S or P or Turned P trap; bottom supply and internal overflow domex screws; including all necessary accessories and connection to drain pipe.	2	No	500,000	1,000,000.00
	Approved Standard Stainless Steel				
c	Sluice Trough for Surgical theatre room; complete with all accessories	5	No	3,000,000	15,000,000.00
d	Vitreous china toilet roll holder with shelf, screwed to wall	2	No	30,000	60,000.00
e	Wall mounted tissue paper Dispenser	2	No	80,000	160,000.00
f	Mirror, special quality plate glass size 500 x 1000 x 6mm thick with silver resistant coating one side, fixing with domex screws to	13	No	80,000	1,040,000.00
	background requiring plugging				
100 1 12		MARK OF T	Balling of the second		

AP

	o Collection				
					-20,000.00
e f	spacers Grout	16 45	box kg	3,000 . 3,000	48,000.00 135,000.00
c d	cement - 50 Kgs 42.5 sand for mortar	110 4	bags Trips	22,000 55,000	2,420,000.00
a b	500 x 500 x 12mm Tiling to floors Skirting 150mm high w	460 680	M² M	45,000 4,000	20,700,000.00 2,720,000.00

×.

ITE M	DESCRIPTION	OTV	LINIT		
	Allow for EPOXY finishings as	QTY	UNIT	PRICE	AMOUNT
a	per project Manaher's instructions Epoxy Floor finish to operating rooms	402	M <sup>2</sup>	130,000	52,260,000.00
	Ceiling finish	•.			
b	9mm Gypsum ceiling (Thailand)	330	Pcs	19,000	6,270,000.00
с	Cornices (plain)	304 ·	Pcs	5,000	1,520,000.00
d	50x50mm Treated softwood brandering	9 <mark>8</mark> 4	Pcs	2,100	2,066,400.00
e	Assorted nails	50	Kgs	3,500	175,000.00
f	Gypsum powder- Thailand	60	Bgas	25,000	1,500,000.00
g	Fibre tape	35	Roll	8,500	297,500.00
h	Gypsum screws	35	Boxes	8,500	297,500.00
]	Extra; access panels; Local Fundi designed dimensions; pre-drilled fixed with screws, plastic sockets and cups as per project manager's instructions	4	No	50,000	200,000.00
	To Collection COLLECTION				64,586,400.00
	Page				38,111,000.00
]	Page				64,586,400.00
	TOTAL FINISHING TO				The second second second
19	SUMMARY	V. Typing	10 10 10 1 1 1 10 10 1 10 10 10 10 10 10		102,697,400.00

ITE M	DESCRIPTION				
	ELEMENT NO.7- PAINTINGS	QTY	UNIT	PRICE	AMOUNT
	AND DECORATIONS				
-	<u>Prepare and apply one thinned</u> <u>coat and two full coats of wash</u>				
- F	'n' ware paint to plastered walls				
	and gypsum ceiling				
					· .
a	Wash 'n' ware paint	4,02	CM.		
	have punk	2	SM		
	External work	42	bucket	145,000	6,090,000.00
	Prepare and apply one primer				
	coat and two finishing coats of				
	Galaxy weather guard paint or other equal and approved				
b	Weather guard paints	413	SM		
с	Gloss oil paints (Provisional)	235	SM	25,000	5,875,000.00
d	Weather guard paints	10	1 1		
u	Fredher guard pains	10	bucket	140,000.00	1,400,000.00
е	white Cement	20	bags	35,000.00	700,000.00
g	undercoat	50	bucket	35,000.00	1,750,000.00
h	fibre tape (90m)	5	Rolls	10,000.00	50,000.00
i	masking tape	10	pcs	5,000.00	50,000.00
j	Gypsum powder	20			
		20	bags	25,000.00	500,000.00
k	Emulsion paints	60	bucket	35,000.00	2,100,000.00
1	sand paper	100	m	3,000	300,000.00
170000	TOTAL DECORATION TO				
- and the second second	SUMMARY	teres.		And a state of the second	18,815,000.00

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				PRICE	AMOUNT
ITE	DESCRIPTION	QTY	UNIT		61,711,428.57
M		+	+		42,718,100.00
	structure				40,411,400.00
	perstructure				27,000,000.00
	oors	•			59,493,500.00
	lindows			•	102,697,400.00
	Roofing				18,815,000.00
6	Finishings				158,110,000.00
7	Decorations Plumbing and Engineering				510,956,829.00
8	Installations		Tshs.		15,000,000.00
	Sub total Add: Electrical Installations			Sum	525,956,829.00
	Sub total				5,259,568.29
	Add: 1% Transport charges		Tshs.		531,216,397.29
	Sub total		102		123,835,779.32
	Add: Labour charges				655,052,176.61
	Sub total Add : Preliminary works				
	under Water for the v	vaorks, leaning,			
	removing inter i calfo	Iding, 5	ite		
	accomountering, etc)				655,052,176.61
	Add: Direct Labour cos GRAND TOTAL		T	shs.	
				territoria anti-	

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## 10. NYARAKA NYINGINE ZOZOTE ZINAZOUNDA SEHEMU YA MKATABA (KUMBUKUMBU ZA UFAFANUZI, MEMORANDA DHIDI YA RUSHWA).

### SPECIAL POWER OF ATTORNEY

THAT BY THIS POWER OF ATTORNEY given on this 6th, day

We Tanzania Buildings Agency (TBA), a Government owned Agency under the Ministry of Works and Transport (MoWT), whose Headquarter Office is located along Sokoine Drive Dar es Salaam Opposite Karimjee Hall, of P.O. Box 9542 Dar es Salaam DO HEREBY APPOINT and NOMINATE ENG. ABUBAKAR A. SHEKHAN Ag. REGIONAL MANAGER TANZANIA BUILDINGS AGENCY OF P.O BOX 159 SIMIYU, TANZANIA be our Attorney and act with full power and for our commitment construction service in respect of "PROPOSED CONSTRUCTION OF INTENSIVE CARE UNIT (ICU) AT SIMIYU REFERRAL HOSPITAL", to do (either or all of) the following acts:-

- 1. To sign, execute, endorse all documents related to the above project including signing contract;
- 2. To negotiate contracts for works/services;
- 3. To open and close accounts for the above project only;
- 4. To do any acts or abstain from doing any act which would otherwise be done or abstained from being done by myself;
- 5. To commence any action(s), suit(s), or defend us in any actions;
- 6. To do all acts, deeds and things that the said Attorney considers necessary or proper for or in connection with the preparation, execution and award of the said tender as fully and effectually in all respects as the Company would have done.
- 7. AND GENERALLY, to execute and do all such deeds and things which they shall deem necessary or appropriate with the same effect as if we had done, execute or performed it ourselves in relation to the above named projects.

THAT, the said ENG. ABUBAKAR A. SHEKHAN, undertake to be bound by such acts or abstinences as aforesaid.

This Power of Attorney is valid until the conclusion of the mentioned projects herein.

IN WITNESS HEREOF, I am entitled to sign for and on behalf of TANZANIA BUILDINGS AGENCY this Power of Attorney on this \_\_\_\_\_\_Day of \_\_\_\_\_\_2021.

Page 1 of 2

#### SIGNED with the COMMON SEAL of the TANZANIA BUILDINGS AGENCY In my presence this $C^{TC_1}$ Day of

recember 2021

SEAL OF DONOR

Name: ARCH. DAUD W, KONDORO, Postal Address: P. O. Box 9542, DAR ES SALAAM. Designation: CHIEF EXECUTIVE.

Name: FRANCIS NDUNGURU, Signature: Postal Address: P. O. Box 9542, DAR ES SALAAM.

Qualification: Ag. MANAGER OF LEGAL SERVICES

#### ACKNOWLEDGEMENT

I ENG. ABUBAKAR A. SHEKHAN do hereby acknowledge and accept to be Attorney of the said Tanzania Building Agency (TBA) under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said ENG. ABUBAKAR A. SHEKHAN, who is Personally Known to me/ identified to me By The latter being known to me personally This Con December, 2021

#### BEFORE ME

Name: ANGELICA MATTIEW LUBANGE Signature: Postal Address Notary Public Qualification: COMMISSIONER FOR OATHS/ ADVOCATE

Page 2 of 2

#### MEMORANDA KWA AJILI YA SERA DHIDI YA RUSHWA

#### SERIKALI YA JAMHURI YA MUUNGANO WA TANZANIA

Sisi WAKALA WA MAJENGO TANZANIA (TBA) tunaweka umuhimu katika zabuni va ushindani unaofanyika kwa misingi ya haki na huru na isiyoruhusu ukiukwaji wa taratibu na kanuni. Tunapenda kuthibitisha kuwa hatutatoa wala kuwezesha moja kwa moja au siyo moja kwa moja ushawishi usiofaa au zawadi kwa ofisa yeyote wa umma, ndugu zake au watu wenye uhusiano wa kibiashara, kuhusiana na kotesheni hii au baadaye katika utekelezaji wa mkataba kama tutafanikiwa.

Tunayo Sera Dhidi ya Rushwa /Kanuni za Maadili na Programu ya ukubalifu inayojumuisha hatua zote muhimu na za kutosha kuhakikisha kuwa ahadi yetu ya kutotoa rushwa iliyotolewa katika maelezo haya itazingatiwa na menejimenti yetu na waajiriwa na pia watu wengine wote wanaofanya kazi nasi katika miradi ya sekta ya umma au mkataba ikiwa ni pamoja na wakala, washauri, wabia wetu, wakandarasi wasaidizi na watoa huduma wetu. Nakala zetu za Sera Dhidi ya Rushwa /Kanuni za Maadili na Programu ya ukubalifu zimeambatishwa.

(Jina la mtu aliyepewa mamlaka) Sahihi

15/11/2021

AKALA WA MAJENGO TANZANIA S.L.P 159 BARIADI - SIMIYU Alama ya Kampuni (Kama spo)

## CONTRACTORS REPOSTRATION BOARD THE REPART

## This is to Certify that

# Tanzania Building Agency

#### is registered as

In accordance with the provisions of the Contractors Registration

Lass

## Act No. 17 of 1997

In witness whereof the common seal has been affixed

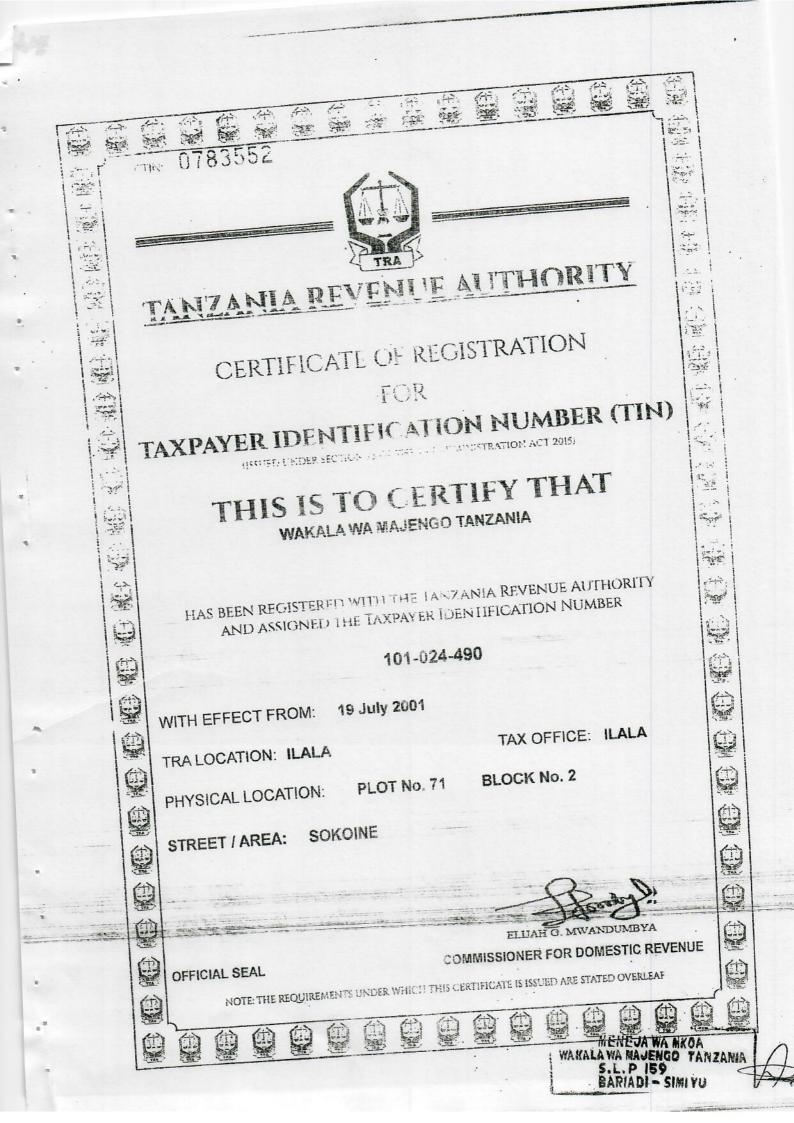
rand day of Tune, 2017

hereto on this

Regier

FJA WA MKOA TANZA NGO 159 1 - SIMI VU

Chairman



EO SOOT: 2 108 CERTIFIED



TANZANIA REVENUE AUTHORITY Certificate of Registration Value Added Tax (VAT)

(ISSUED UNDER SECTION 32(4) OF THE VALUE ADDED TAX ACT NO. 10 OF 2014)

THIS IS TO CERTIFY THAT WAKALA WA MAJENGO TANZANIA

WHOSE TAXPAYER IDEN STRUCTION NUMBER (TIN) IS 101-024-490

HAS BEEN REGISTERED FOR VALUE ADDED TAX (VAT)

AND ASSIGNED VAT REGISTRATION NUMBER (VRN) 40-025978-M

FOR BUSINESS LOCATED AT D

SOKOINE DRIVE 71 DAR ES SALAAM

WITH EFFECT FROM 06 May 2017

GIVEN UNDER MY HAND

THIS 6th DAY OF

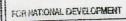
May 2017

ELIJAH G. MWANDUMBYA COMMISIONER FOR VAT



VAT 108

MOTE: THE REQUIREMENTS UNDER VALUE DERT FICATE IS ISSUED AT A THE REQUIREMENTS UNDER VALUE DERT FICATE IS ISSUED AT A THE ALE OF ALE OF A THE ALE OF



S.L. P 159 BARIADI - SIMI YU Work performed as prime Contractor on works of a similar nature and volume over the last Three years.

S/No.	Project Name and Country	Name of Employer and full address	Contracto r Participati on	Type of Work Performed	Year	Value of Contract
1.	Construction of		Main	Constructio	2019-	412,084,835.78
	District	Administrative Secretary,	Contractor	n of District	2020	
	Commissioner's	P. O. Box 4,		Comnissio		····
	Office Block at	BARIADI -		ner's (DC)		
	Bulima in Busega		1	Office Block		
	District, Simiyu					
	Region Phase II	1				
2.	Construction of	Regicial	Main	Constructio	2019	779,869,056.24
	District	Acministrative	Contractor	n of District	-	
	Commissioner's	Secretary,		Commissio		
	Office Block at	P. O. Bot: 4,		ner's (DC)		
	Bulima in Busega	- ICADAS		Office Block		
	District, Simiyu	SPAC				
	Region Phase I					
3.	Construction of X-	Fermanent	Main	Constructio	2018-	4,002,256,818.84
	1ay and Theatre,	Secretary,	Contractor	h of X-ray	2019	
	Laboratory Block	Ministry of		and		
	and Incinerator at	Healer		Theatre.		
	Simiyu Regional	Community	1	i aboratory		
	Referral Hospital	Development,		olock and		
		Gender Elderly		incinerator		
		and Children		BIOLK		
		(MCH & JGEC)				
		P.O. Sox 743,	1			
		40478				
		DODOVA.				
4.	Proposed Design	TM- i	Main	Constructio	2017-	621,421,888.00
	and Build of	Exercise	Contractor	n of Office	2018	
	Construction of	Digitz	22792 222 Million	Block		
and the second second	Office Block for	Itil District	the second with the later of the second second second	ar in the constant of the second		
	Itilima District	Co. e				
	Council at	P ⊖ 5 ∞ 308,				
	Lagangabilih in	BARLADI -				
	Simiyu Region	Silverte	N			

	TownshipinSimiyu Region			•		
10.	Proposed Design	Regional	Main	Constructio	2017	128,247,283.79
	and Build of	Administrative	Contractor	n of DC		
	Construction of	Secretary,		Office Block		
	DC Office Block at	P. C. Box 4,		1		
	Bomani Maswa	BARIADI -		1		
	District in Simiyu	SAMA				
	Region			· .		
<b>11.</b>	Proposed Design	Tanzania	Main	Constructio	2017	151,270,837.30
	and Build of	Buildings	Contractor	n of 2TBA		
	Construction of 2-	r,krm).		Dicuses.		
	TBA HOUSES at	P. C. Sex 9542,				
	Somanda -	DAR ES				
	Bariadi Township	SALAAM.				
	in Simiyu Region					

MENEJA WA MKOA WAKALA WA NAJENGO TANZANIA S.L.P 159 BARIADI - SIMI YU :

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