

JAMHURI YA MUUNGANO WA TANZANIA

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



HOSPITALI YA MKOA WA TANGA

MKATABA WA UJENZI WA NYUMBA YA MTUMISHI

MGANGA MKUU MFAWIDHI WA HOSPITALI YA RUFAA YA MKOA WA  
TANGA

S. L. P 452 TANGA

NA

GN & MS CONTRACTORS COMPANY

S. L. P 597 TANGA

ME/007/2021-22/RRTAN/NC/12

Makubaliano haya ya Mkataba yanafanywa leo 08 siku ya IJUMAA APRIL, 2022 Kati ya

MGANGA MKUU MFAWIDHI WA HOSPITAL (Hapa ataitwa "Mwajiri") kwa upande mmoja na MWEDADI SALEHE (Hapa ataitwa "Fundu Mkuu") kwa upande mwingine.

Kwa kuwa Mwajiri anataka kazi zifanyike yaani UJENZI WA NYUMBA YA MTUMISHI iliyopo BOMBO AREA na kwa barua ya kukubali yenye Kumb Na. ME/007/2021-22/RRHTAN/W/12LOT1/01 ya tarehe 08/04/2022 alikubali zabuni ya Fundu kwa utekelezaji na ukamilishaji wa kazi hiyo.

SASA MAKUBALIANO HAYA YAMESHUHUDIWA KAMA IFUATAVYO:

1. Gharama za mkataba: Tzs 21,142,850 (Milioni Ishirini Na Moja Laki Moja Eflu Arobaini Na Mbili Na Mia Nane Hamsini Tu) baada ya majadiliano.
2. Muda wa Utekelezaji kazi: Kwa pamoja pande zote mbili zimekubaliana kazi hii kukamilika kabla ya tarehe 30/06/2022.
3. Malipo kwa Mkandarasi: Malipo yatafanywa baada ya tathmini ya utekelezaji wa kazi au sehemu ya kazi ndani ya siku kumi na nne baada ya tarehe ya kuidhinishwa kwa Hati ya Kukubali kazi na Mhandisi wa Mradi. Nyaraka zifuatazo ziwasilishwe ili malipo yafanyike:
  - i. Maombi ya Kukamilika kwa Sehemu ya Kazi iliyokubaliwa.
  - ii. Hati ya Ukamilishaji wa kazi iliyokubaliwa na kusainiwa na Mhandisi wa mradi au Kamati ya Ukaguzi wa kazi;
4. Kukamilika kwa kazi za Mkataba na Ubora wake, Fundu atawajibika kutekeleza kazi aliyopewa kwa weledi mkubwa na kwa ubora uliokubalika kulingana na maelekezo ya mwajiri kwa muda uliokubalika, Iwapo itathibitishwa kuwa kazi ya fundu ipo katika kiwango duni cha ubora fundu atalazimika kubeba gharama zote za marekebicho.
5. Nyaraka zifuatazo zitachukuliwa kwa pamoja na zisomeke na kufasiriwa kuwa ni sehemu ya makubaliano haya, yaani;
  - i. Fomu ya Makubaliano ya Mkataba;
  - ii. Barua ya Kukubali Zabuni;
  - iii. Muhtasari wa Kikao cha Majadiliano
  - iv. Fomu ya Kuwasilisha Zabuni;
  - v. Masharti Maalumu ya Mkataba;
  - vi. Masharti ya Jumla ya Mkataba;



- vii. Michoro;
  - viii. Zabuni ya Mzabuni
  - ix. Mchanganuo wa Makadirio ya Kazi;
  - x. Nyaraka nyingine zozote zinazounda sehemu ya mkataba (nakala za vyeti, Kumbukumbu za ufafanuzi kama zipo, memoranda dhidi ya rushwa).
6. 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 KUSHUHUDIA, pande hizi zimekubaliana na kutia sahihi na muhuri katika siku na mwaka kama ulivyoandikwa hapo juu.

IMETIWA SAHIHI KWA AJILI YA  
NA KWA NIABA YA MWAJIRI

  
.....  
Sahihi  
(Jina).....  
(Cheo).....

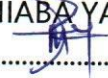
*TANGA REFERRAL HOSPITAL  
Box 452  
P.O. BOX  
TANGA*

Mbele ya

  
.....  
Sahihi  
(Jina).....  
(Cheo).....


*Abdi Makong'e  
Kاتبى wa Afya.*

KWA NIABA YA FUNDI

  
.....  
Sahihi  
(Jina).....  
(Kazi).....  
(Anwani).....

*MWENASI SAGENE  
TUVU  
Box 597  
TANGA*

Mbele ya

  
.....  
Sahihi  
(Jina).....  
(Kazi).....  
(Anwani).....

*SUHURA HUSSEIN  
ACCOUNTANT  
BOX 935-TANGA*

GN&MS CONTRACTOR LTD.  
P.O. BOX 597 -TANGA  
TINNO. 119-698-847

JAMHURI YA MUUNGANO WA TANZANIA  
WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA  
WATOTO

Simu: 027 2642997/2646683/84  
Fax: 027 2647314 RMO;  
Fax: 027 2647360 GTZ



Hospitali ya Rufaa ya Mkoa  
S.L.P. 452  
TANGA

Ref. No. RM/B.30/32/19

04 April, 2022

GN & MS CONSTRUCTION LTD  
S. L. P 597,  
TANGA

YAH: MKATABA Na. ME/007/2021-22/RRHTAN/NC/12 UJENZI WA  
NYUMBA YA MTUMISHI

Somo: Barua ya Kukubaliwa

Husika na kichwa cha habari tajwa hapo juu.

Hii ni kukutaarifu kuwa, maombi yako ya Zabuni ya tarehe 04 April, 2022 kwa ajili ya Ujenzi wa nyumba ya mtumishi, Zabuni Na. ME/007/2021-22/RRHTAN/NC/12 kwa kiasi cha TZS 21,142,850 (*Milioni Ishirini Na Moja Laki Moja Elfu Arobaini Na Mbili Na Mia Nane Hamsini Tu*) kama yalivyopitiwa na kuthibitishwa katika kikao cha tathmini, kulingana na vigezo vilivyowekwa, yamekubaliwa na Ofisi.

Hivyo, unatakiwa kusaini Mkataba wa Makubaliano katika Ofisi hii tarehe 12 April, 2022 saa 4:30 asubuhi na kuhakikisha unaanza kazi pindi utakapojulishwa na Ofisi hii.

Dkt Juma R. Juma  
KN; Mganga Mfawidhi  
HOSPITAL YA RUFEEA TANGA

Nakala: Katibu Mkuu,  
Wizara ya Afya, Maendeleo ya Jamii,  
Jinsia, Wazee na Watoto  
S. L. P 40478  
DODOMA





## GN & MS CONTRACTORS LTD

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Independence Avenue; Plot No KB ii 10/2



Our Ref: GN&MS/TA/14/04/2022

08/04/2022

MGANGA MFAWIDHI,  
HOSPITALI YA RUFAA YA MKOA TANGA,  
S.L.P 452,  
**TANGA.**

**YAH: MKATABA Na. ME/007/2021-22/RRHMTAN/NC/12 KUKUBALI KUFANYA  
KAZI YA UJENZI WA NYUMBA YA MTUMISHI HOSPITALI YA RUFAA YA MKOA.**

Ndugu rejea somo tajwa hapo juu,

Nakiri kupokea barua yako yenye Kumb. No. RM/ B.30/32/19 ya tarehe 04April, 2022 ya kuchaguliwa kazi ya ujenzi wa nyumba ya mtumishi.

Napenda kutoa shukrani zangu kwa kuchaguliwa kufanya kazi hiyo ya ujenzi wa nyumba ya mtumishi. Nakiri kufanya kazi hiyo kwa wakati na kwa kiwango kinachohitajika kwa gharama ya Tshs 21,142,850/= (Milioni ishirini na moja laki moja arobaini na mbili mia nane hamsini tu), kama gharama ya ufundi.

Nakuahidi ushirikiano katika kazi hii mpaka itakapokamilika.

Wako katika ujenzi wa Taifa,

.....  
**Mwedadi Salehe**  
**Mkurugenzi Mtendaji**

JAMHURI YA MUUNGANO WA TANZANIA  
WIZARA YA AFYA  
TANGA REGIONAL REFERRAL HOSPITAL  
(TRRH-BOMBO)



KITABU CHA HATI MSAKO

HATI MSAKO KWA AJILI YA KUPATA FUNDI SANIFU KWENYE UKARABATI  
WA CT ROOM

HATI MSAKO NA. ME/007/2021-22/RRHTAN/W/01

APRIL, 2022



## MAELEKEZO KWA MAFUNDI

1.0	Eneo la kazi litakuwa ni Bombo area katika Halmashauri ya Wilaya ya Tanga. Kazi inapaswa kukamilika ipasavyo ndani ya miezi minne (3) baada ya mkataba kusainiwa na pande zote mbili.	
2.0	Katika Hati Msako hii fundi anatakiwa aambatanishe nyaraka zifuatazo:-	
	2.1	Fomu ya gharama ya ufundi (schedule of labour) wa Hati msako iliyojazwa kikamilifu na kutiwa sahihi kulingana na mchanganuo wa makadirio ya kazi kwa kila kipengele.
	2.2	Uthibitisho wa vielelezo vya vyeti vya elimu ya ufundi wa ujenzi kutoka Chuo cha Serikali au Chuo chochote kinachotambulika na Serikali. Ikiwa zabuni imeombwa kwa ushirika (Joint venture) washiriki wote wanatakiwa kuwa na sifa sawa.
	2.3	Uthibitisho wa mikataba (Orodha na nakala ya mkataba) angalau mbili (2) iliyotekelezwa na kukamilika kikamilifu bila migogoro ndani ya miaka mitatu (3) iliyopita katika Taasisi za Umma ikionesha majina na anwani za waajiri (wateja).
	2.4	Uthibitisho wa kazi zinazoendelea kutekelezwa kwa sasa ikionesha Jina la Taasisi, Namba ya Mkataba, Tarehe ya kuanza na tarehe ya kumaliza kazi kama zipo na kama hazipo thibitisha katika nyaraka (Kitabu) cha hati msako
	2.5	Fomu ya kiapo cha Uadilifu iliyojazwa kikamilifu (Rejea kiambatanishi Sehemu ya Tisa (IX) ya zabuni hii.
	2.6	Mchanganuo wa mpango kazi katika utekelezaji wa mradi ndani ya muda uliokusudiwa.
3.0	Fundu hatakiwi kuwa na historia ya kutokumaliza kazi ipasavyo katika mradi wowote wa ujenzi wa majengo ya umma	
4.0	Fundu anatakiwa awe na uwezo wa kusoma, kutafsiri na kuelewa ramani za majengo ya Serikali.	
5.0	Fundu anatakiwa kusimamia na kufanya kazi katika eneo la kazi kwa muda wote wa mradi isipokuwa kwa ruhusa ya maandishi ya msimamizi wa kazi (project manager) tu	
6.0	Taarifa za maelezo ya mahitaji, viwango, vipimo (specifications) na michoro vimeambatishwa kama <b>Sehemu VII</b> .	
7.0	<b>Bei ya Hati Msako:</b>	
	7.1	Mkataba utakuwa kwa kiasi chote cha kazi kama ilivyofafanuliwa katika <b>Sehemu II</b> ya kitabu cha Hati Msako.
	7.2	Masahihisho kama yatakuwepo, yatafanywa kwa kukata kwa kalamu ya wino na kuandika upya, kusaini, kuweka herufi za mwanzo za jina na tarehe.
	7.3	Ushuru wote, kodi na ada anazolipa fundu chini ya mkataba lazima zijumuishwe kwenye jumla ya bei.
	7.4	Kiwango kinachotajwa na fundu hakitabadilika katika kipindi chote cha mkataba na hakitafanyiwa marekebisho ya bei kwa sababu yoyote ile.
	7.5	Bei inapaswa kutolewa katika shilingi za Tanzania.
8.0	Fundu atakamilisha kujaza fomu ya kuwasilishia hati msako ambayo imeambatanishwa kama <b>Sehemu VIII</b> . Fomu ya kuwasilishia Hati Msako ni lazima ijazwe kikamilifu bila kubadili chochote katika muundo wake na hakuna fomu mbadala itakayokubaliwa.	





MWALIKO WA  
HATI MSAKO KWA AJILI YA KUPATA FUNDI SANIFU KWENYE UKARABATI WA CT ROOM

HATI MSAKO NA. ME/007/2021-22/RRHTAN/W/01

Tarehe: 08/04/2022

1. Serikali ya Jamhuri ya Muungano wa Tanzania imetenga fedha kwa ajili ya utekelezaji wa Mradi wa Ujenzi wa nyumba ya mtumishi 2021/2022.
2. Inakusudiwa kuwa sehemu ya fedha hizo zitatumika kugharamia malipo halali chini ya mkataba ambao utatolewa katika mwaliko wa hati msako hii. Hivyo, hospital ya mkoa wa Tanga (Bombo) kinakaribisha maombi kutoka kwa Mafundi sanifu wa ujenzi wenye vyeti vya fani ya kazi ya ujenzi kwa ajili ya kufanya kazi ya ujenzi kwa kutumia njia ya ununuzi ya nguvu kazi (Force Account).
3. Unakaribishwa kuleta Hati Msako yako iliyojazwa bei kwa ajili ya utekelezaji wa kazi kama ilivyoelezwa katika Mchanganuo wa Makadirio ya Kazi (MMK) na kufafanuliwa ipasavyo katika sehemu ya II ya Kitabu cha Hati Msako. Gharama ya kazi haitahusisha ununuzi wa vifaa vyovyote vya ujenzi, hivyo oneshwa mchanganuo wa gharama ya ufundi tu kwa kazi zote kwa kuzingatia maelekezo ya mahitaji na michoro iliyoambatanishwa pamoja na hati Msako hii.
4. Waombaji wote watapata Nyaraka za Zabuni kupitia ofisi za manunuzi bombo hospital na kuwasilisha nyaraka hizo ofisi za manunuzi
5. Siku ya mwisho ya kuwasilisha na kupokea Hati Msako ni kama sheria ya manunuzi inavyotaka
6. Kabla ya kujaza na kurudisha Hati msako hizi ,Fundi sanifu anashauriwa na kusesitizwa kuja kuona eneo ambapo ujenzi utafanyika ikiwa na lengo la kumsaidia Fundi huyu kujaza Hati Msako hizi kwa umakini, ukamilifu na usahihi unaokusudiwa.

Mganga Mfawidhi  
Hospital ya mkoa wa Tanga



	au masharti mengine na hii itaonyeshwa kwenye fomu ya mkataba.
16.0	Licha ya maelezo yaliyotajwa hapo juu, Taasisi Nunuzi itahodhi haki ya kukubali zabuni yoyote na kukataa zabuni zote wakati wowote kabla ya kutoa mkataba.
17.0	Fundi sanifu ujenzi ambaye hati msako yake imekubaliwa atajulishwa na Taasisi Nunuzi kuwa amekubaliwa kupewa mkataba kabla ya kuisha kipindi halali cha hati msako. [Ikiambatanishwa na fomu ya mkataba pamoja na masharti yote ya malipo yanapaswa kutolewa kwa Mkandarasi pamoja na huu mwaliko wa hati msako ].
18.0	Fundi sanifu ujenzi wana haki ya kuomba kupitia upya maamuzi ya ununuzi kulingana na SEHEMU IX ya Kanuni za Ununuzi katika Sekta ya Umma - Tangazo la Serikali Na. 446 la Mwaka 2013 pamoja na marekebisho ya mwaka 2016.

# MASHARTI YA JUMLA YA MKATABA



## MASHARTI YA JUMLA YA MKATABA

A: VIFUNGU VYA UJUMLA	
Kifungu 1:	<p>Nyaraka za Mkataba</p> <p>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.</p>
Kifungu 2:	<p>Tafsiri</p> <p>Katika haya Masharti ya Mkataba, maneno yafuatayo yatakuwa na maana zilizotolewa kwa maneno hayo kama ilivyo hapa chini:</p> <p><b>Afisa Masuuli:</b> Mkuu wa Taasisi ambaye ndiye msimamizi mkuu wa shughuli zote za Taasisi.</p> <p><b>Fundi:</b> Mtu au kikundi cha watu au Taasisi ya Serikali ambayo zabuni yao imekubaliwa na Mwajiri.</p> <p><b>Kazi:</b> Ni Kazi zinazotakiwa kufanywa kulingana na mkataba.</p> <p><b>Mhandisi:</b> Mtu aliyeteuliwa na Mwajiri na kuwa na wajibu wa usimamizi wa kazi na utekelezaji wa mkataba.</p> <p><b>Mwakilishi wa Mhandisi:</b> Mtu aliyeteuliwa na Mhandisi mwenye wajibu wa kusimamia kazi.</p>
Kifungu 3:	<p>Maelekezo</p> <p>Maelekezo yanayotolewa na Mhandisi yatakuwa kwa maandishi. Ikiwa kwa sababu nyingine yoyote ile maelekezo hayo yakatolewa kwa mdomo, Fundi atafuata maelekezo hayo. Katika kipindi cha siku 3 maelekezo hayo ya mdomo yatathibitishwa kwa maandishi.</p>
Kifungu 4:	<p>Lugha</p> <p>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.</p>
Kifungu 5:	<p>Sheria Itayotumika</p> <p>Mkataba, maana yake, fasiri yake, na utekelezaji wake vitaongozwa na Sheria za Jamhuri ya Muungano wa Tanzania.</p>
Kifungu 6:	<p>Nyaraka za Mkataba zenye Kipaumbele</p> <p>Nyaraka kadhaa zinazofanya mkataba zichukuliwe kuwa zinajieleza, kikamilifu lakini kama ikitokea hitilafu yoyote ile nyaraka zenye umuhimu wa kwanza zitakuwa zifuatazo:</p> <p>Fomu ya makubaliano ya mkataba;</p> <p>Barua ya kukubali zabuni;</p> <p>Fomu ya kuwasilisha zabuni;</p> <p>Masharti maalumu ya mkataba;</p> <p>Masharti ya jumla ya mkataba;</p> <p>Michoro;</p> <p>Hati msako ya Fundi sanifu</p> <p>Mchanganuo wa makadirio na vipimo vya kazi;</p>



Nyaraka nyingine zozote zinazounda sehemu ya mkataba  
(Nakala za vyeti, memoranda dhidi ya rushwa)

**B: MAJUKUMU**

**Kifungu 7:** Utekelezaji wa Kazi  
Fundu atatoa nguvu kazi, zana za ujenzi, na chochote kile kinachohitajika kwa ukamilishaji wa kazi. 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 Fundu atapambana na hali mbaya ya ukinzani ambayo haihusiani na hali ya hewa na ambayo haikuwa imetabiriwa na Fundu Sanifu, Mhandisi atatathimini kuongeza muda ambao Fundu anastahili.

**Kifungu 9:** Kutoa Kazi kwa Fundu Msaidizi  
Fundu hatatoa kazi au sehemu ya kazi kwa Fundu Msaidizi bila kibali cha maandishi cha kutoka kwa Mwajiri. Kibali kama hicho kinapotolewa hakimwondolei Fundu mamlaka au majukumu yake chini ya mkataba na hivyo Fundu atakuwa na wajibu kwa kushindwa au kuzembea kwa Fundu Msaidizi.

**Kifungu 10:** Usimamizi wa Kazi Unaofanywa na Fundu Sanifu  
Fundu 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 kazi, hatua zinazofaa zitachukuliwa na Fundu ili kurekebisha hali.

**Kifungu 11:** Ukaguzi  
Mhandisi au mwakilishi wake aliyempa mamlaka ana haki ya kukagua kazi na Fundu atatoa usaidizi kwa shughuli hiyo na kwa wakati wowote Fundu atakapohitaji.

**Kifungu 12:** Kazi Zitazokataliwa  
Kazi ambazo hazikuzingatia masharti ya mkataba zitakataliwa. Kwa maelekezo ya Mhandisi, Fundu atatengeneza au kurekebisha au kufanya upya kazi itakayokataliwa hadi kumridhisha Mhandisi kwa gharama zake mwenyewe.

**Kifungu 13:** Wajibu wa Fundu sanifu  
Fundu hatamuhusisha 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 14:	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, Fundi atarekebisha hasara au uharibifu. Mwajiri ataamua kutoa ziada ya bei ya mkataba na pia anaweza kufikiria kutoa muda wa nyongeza wa kipindi cha mkataba.
Kifungu 15:	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 kwa gharama za Mwajiri.
Kifungu 16:	Upatikanaji wa Maunzi Maunzi yatakayotumika katika ujenzi yatatolewa na Mwajiri hivyo Fundi atatakiwa kuwasilisha mahitaji yake kila yatakapohitajika. Fundi hatatumia maunzi bila kupata kibali cha maandishi kutoka kwa Mhandisi.
Kifungu 17:	Usafishaji wa Eneo la Kazi Baada ya kumaliza kazi, Fundi ataondoa zana zote kutoka eneo la kazi, uchafu na mitambo ya muda na ataacha eneo la kazi likiwa safi na katika hali itakayokubaliwa na Mhandisi.
Kifungu 18:	Afya, Usalama na Kulinda Mazingira Fundu katika kipindi chote cha mkataba atakuwa na wajibu kiafya na kiusalama katika eneo lake la kazi na watu wote watapaswa kuwa katika eneo la kazi katika hali ya mpango mzuri ili kuepusha hatari kwa watu hao.  Fundu atazingatia mahitaji na kanuni zote za mazingira kama zinavyoelekezwa na Serikali ya Jamhuri ya Muungano wa Tanzania.
Kifungu 19:	Kuanza na Kukamilika kwa Kazi Fundu ataanza na kukamilisha kazi katika muda ulioelezwa kwenye masharti maalumu ya mkataba au katika kipindi cha mkataba cha nyongeza, kama kipindi hicho kimeruhusiwa na Mwajiri.
Kifungu 20:	Mabadiliko ya Wigo wa kazi Kwa idhini ya Mwajiri, Mhandisi anaweza kubadilisha umbo, ubora au kiasi cha kazi na atakuwa na mamlaka ya kumwagiza Fundu 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 Fundu Sanifu.
<b>C: MALIPO</b>	
Kifungu 21:	Kiasi Kiasi kilichowekwa kwenye mchanganuo wa makadirio ya kazi ni kiasi kilichokadiriwa kwa kazi na kisichukuliwe kuwa ndiyo kiasi halisi sahihi kitakachofanywa na Fundu Sanifu. Mhandisi atapima thamani ya kazi halisi iliyofanyika na ataidhinisha



	gharama halisi ya kazi iliyofanyika kama ilivyofafanuliwa katika mkataba.
Kifungu 22:	Malipo
22.1	<p>Malipo ya Awali</p> <p>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 ya awali inayokubalika. Malipo ya awali yatakatwa kwa mafungu katika madai yatakayowasilishwa na Fundi kwa malipo mpaka malipo yote ya awali yatakaporudishwa kikamilifu.</p>
22.2	<p>Malipo Wakati Kazi Inaendelea</p> <p>Malipo yatafanywa kwa Fundi wakati kazi inaendelea baada ya Mhandisi kutoa cheti kinachoonyesha kuwa kazi imekamilika kwa viwango vilivyoainishwa kwenye mkataba. Katika kila cheti Mwajiri atashikilia kiasi kilichotajwa katika masharti maalum ya mkataba na kisichozidi asilimia kumi (10%) ya bei mkataba. Fedha hiyo iliyoshikiliwa italipwa katika cheti cha malipo ya mwisho.</p> <p>Kiasi cha fedha anachodai Fundi kitalipwa na Mwajiri kwa Fundi katika kipindi cha siku 14 za kazi baada ya idhini ya cheti cha malipo kutolewa na Mhandisi.</p>
22.3	<p>Malipo ya Mwisho</p> <p>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 yametetelezwa na hivyo Mhandisi kuridhika.</p>
22.4	<p>Ucheleweshwaji wa Malipo</p> <p>Kama Mwajiri atashindwa kufanya malipo katika muda uliotajwa, Mwajiri atamlipa Fundi riba katika kiwango kilichotajwa kwenye Masharti Maalumu ya Mkataba.</p>
22.5	<p>Makato ya Malipo</p> <p>Mwajiri atakuwa na haki ya kukata fedha kiasi chochote, fedha ya malipo ya awali au madeni yanayolipika kutoka kwa Fundi kwenda kwa Mwajiri kutokana na fedha yoyote anayoweza kulipwa Fundi 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.</p>
22.6	<p>Malipo kwa Wafanyakazi</p> <p>Kama kutatokea kushindwa kulipa mishahara/ujira na fidia nyingine zinazopaswa kulipwa kwa wafanyakazi na /au gharama za kukodisha zana na vifaa chini ya mkataba huu, Mwajiri atakuwa na haki ya kushikilia malipo ya Fundi Sanifu.</p> <p>Mwajiri atatumia fedha alizoshikilia kuwalipa wafanyakazi wa Fundi mishahara yao na fidia nyingine na gharama za kukodisha zana na vifaa. Malipo kama hayo yatachukuliwa kuwa ni malipo yaliyopokelewa na Fundi kutoka kwa Mwajiri chini ya mkataba huu.</p>



Kifungu 24:	Dhamana ya Utekelezaji wa Mkataba Fundu atatakiwa kuleta dhamana ya utekelezaji wa mkataba ya asilimia tano (5%) ya thamani ya mkataba ambayo inaweza ikawa kutoka Benki, Kampuni ya Bima au uthibitisho wa umiliki wa mali yoyote isiyohamishika.
D: KUSULUHISHA MIGOGORO NA KUVUNJA MKATABA	
Kifungu 25:	Kusuluhisha Migogoro Kama migogoro itatokea itasuluhishwa kwa majadiliano ya pande zote. Kama mazungumzo yatashindwa kuleta makubaliano, pande zote zitakubaliana na kuchagua msuluhishi wa mgogoro huo.
Kifungu 26:	Uvunjaji wa Mkataba
26.1	Kama Fundu atashindwa 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 atakuwa mufilisi, Mwajiri atakuwa na haki ya kuvunja mkataba na kumwajiri Fundu mwingine kufanya kazi hiyo.
26.2	Kama Mwajiri atashindwa kumlipa Fundu katika muda wa siku 60 tangu tarehe ya cheti cha malipo kuidhinishwa na Mhandisi, Fundu anaweza kuvunja mkataba.
Kifungu 27:	Malipo kama Mkataba Umevunjwa Kama mkataba utavunjwa, Fundu atalipwa na Mwajiri kiasi cha fedha au vifaa ambavyo havitakuwa tayari vimelipiwa katika malipo yaliyofanywa kwa Fundu kwa kazi zote zilizofanywa kabla ya tarehe ya kuvunjwa kwa mkataba kwa kiwango na bei itakayotolewa kwenye mkataba. Malipo yoyote yanayofanywa na Mwajiri chini ya kifungu hiki, Mwajiri atakuwa na haki ya kulipwa madeni yote kutokana na malipo ya awali aliyolipwa Fundu kwa ajili ya zana na maunzi na jumla yoyote ya fedha ambayo imelipwa hapo awali na Mwajiri kwenda kwa Fundu kwa minajiri ya utekelezaji wa kazi.



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 Maalumu ya Mkataba Kifungu Na.	Masharti ya Jumla ya Mkataba Kifungu Na	Marekebisho ya, na Nyongeza kwa vifungu katika Masharti ya Jumla ya Mkataba.
1	19.0	Mkataba unaanza mwezi April, 2022.
2	19.0	Muda wa kukamilisha kazi ni Miezi Nne (3) kuanzia tarehe ya kusainiwa kwa mkataba wa kazi.
3	22.1	Malipo ya awali katika hati msako hii hayatahusika kabisa. Fundi sanifu atalipwa mara tu baada ya kukamilisha kazi ipasavyo kwa kila awamu kwa mujibu wa mkataba. Pia Fundi atawajibika kufanya marekebisho yoyote yatakayokuwa yakijitokeza katika muda wote wa mkataba, baada ya mkataba kuisha. Fundi atawajibika kufanya marekebisho yatakayojitokeza katika kipindi kisichopungua muda wa miezi mitatu (3) na kiasi cha fedha 5% katika mkataba kitakatwa na Mwajiri kama fedha ya Matazamio (Retention Money) na kiasi hicho kitarejeshwa baada ya muda wa matazamio kukamilika.
4	22.4	Kiwango cha riba kwa kiasi kisicholipwa itakuwa sawa na kile kiwango cha riba kwa mwezi kinachotumiwa na Benki Kuu ya Tanzania (BOT).
5	22.5	Kiwango cha fedha itakayokatwa kwa ajili ya kodi ya zuio (withholding tax) itakuwa ni asilimia tano (5%) ya hati ya madai au malipo.
6	23.0	Kiasi cha kulipia ucheleweshaji wa kazi itakuwa 0.1% ya thamani ya kazi iliyobaki kwa siku mpaka kiwango cha juu sawa na dhamana ya utekelezaji wa mkataba.

SEHEMU VI: MCHANGANUO WA MAKADIRIO YA GHARAMA ZA UFUNDI SANIFU  
*NB: Fundi atawajibika kumwagilia maji katika miundombinu (structures) yote ya jengo.*

[INGIZA JINA, ANWANI KAMILI YA POSTA, NA SIMU,]

FOMU YA KUWASILISHA HATI MSAKO

Tarehe: .....

Kwa:

.....  
.....  
.....

Ninaahidi kutekeleza kazi ya ukarabati wa CT ROOM hospitali ya mkoa wa Tanga (bombo) katika mwaka wa fedha 2021/2022 Hati Msako NA. ME/007/2021-22/RRHTAN/W/01 kulingana na Masharti ya Mkataba yanayofuatana na hati Msako hii kwa Bei ya Mkataba ya

.....  
..... *[Ingiza kiasi katika maneno, tarakimu na aina ya sarafu]* Shilingi za Tanzania.

Pia tunaahidi kukamilisha kazi iliyotajwa katika kipindi cha miezi....., ambacho kinajumuisha kipindi cha maandalizi.

Hati Msako hii pamoja na barua yako ya kukubali kwa maandishi vitafanya mkataba unaotufunga sisi pamoja. Tunafahamu kuwa hulazimiki kukubali kiwango cha chini au hati msako yoyote kati ya hati msako unazopokea.

Tunathibitisha kuwa Hati msako hii imetimiza masharti kama yanavyotajwa katika Mwaliko wa Hati msako.

Sahihi Idhinishwa: .....

Jina la Fundi Sanifu: .....

Muhuri wa Fundi Sanifu: .....



[Ingiza Jina la Taasisi Nunuzi]

[Ingiza Nembo]

BARUA YA KUKUBALI ZABUNI

[Ingiza tarehe]

Kwa: [Ingiza jina na anwani ya Mkandarasi]

Hii ni kukutaarifu kuwa Zabuni yako ya tarehe [Ingiza tarehe] ya kufanya kazi ya [Ingiza maelezo ya kazi, jina la Fundi na namba ya utambulisho kama ilivyoonyeshwa kwenye nyaraka za Zabuni] kwa bei ya Mkataba wa shilingi za Tanzania [Ingiza kiasi kwa maneno, tarakimu na sarafu], kama ilivyosahihishwa na kurekebishwa kulingana na maelekezo ya mwaliko wa Zabuni imekubaliwa.

Unatakiwa kuweka sahihi makubaliano ya Mkataba katika ofisi hii tarehe [Ingiza tarehe] muda wa [Ingiza muda] na uanze kazi katika muda wa [Ingiza muda] kutoka siku mkataba utakapotiba sahihi.

Sahihi Idhinishwa: .....

Jina na Cheo cha Mweka Sahihi: .....

Jina la Mwajiri: .....

## FOMU YA MAKUBALIANO YA MKATABA

Makubaliano haya ya Mkataba yanafanywa leo [Ingiza tarehe] siku ya [Ingiza mwezi], [Ingiza mwaka] Kati ya [Ingiza jina na Anwani ya Mwajiri] (Hapa ataitwa "Mwajiri") kwa upande mmoja na [Ingiza jina na anwani ya Mkandarasi] (Hapa ataitwa "Fundu sanifu") kwa upande mwingine.

Kwa kuwa Mwajiri anataka baadhi ya kazi zifanyike yaani: [Ingiza maelezo mafupi ya kazi inayotakiwa kufanywa] iliyopo [Ingiza anwani halisi ya eneo la mahali pa kazi] na kwa barua ya kukubali yenye Kumb Na. [Ingiza namba ya urejeleo] ya tarehe [Ingiza tarehe] alikubali zabuni ya Fundu kwa utekelezaji na ukamilishaji wa kazi hiyo.

### SASA MAKUBALIANO HAYA YAMESHUHUDIWA KAMA IFUATAVYO:

1. Katika makubaliano haya maneno na maelezo yatakuwa na maana sawa kama yalivyoelezwa katika Masharti ya Mkataba unaorejelewa na;
2. Nyaraka zifuatazo zitachukuliwa kwa pamoja na zisomeke na kufasiriwa kuwa ni sehemu ya makubaliano haya, yaani;
  - i. Fomu ya Makubaliano ya Mkataba;
  - ii. Barua ya Kukubali Zabuni;
  - iii. Fomu ya Kuwasilisha Zabuni;
  - iv. Masharti Maalumu ya Mkataba;
  - v. Masharti ya Jumla ya Mkataba;
  - vi. Michoro;
  - vii. Zabuni ya Mzabuni
  - viii. Mchanganuo wa Makadirio ya Kazi;
  - ix. Nyaraka nyingine zozote zinazounda sehemu ya mkataba (nakala za vyeti, Kumbukumbu za ufafanuzi kama zipo, 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.



4. Katika kuzingatia malipo yanayofanywa na Mwanajiri kwa Fundi kama baadaye inavyotajwa, Fundi hapa anakubaliana na Mwanajiri kutekeleza na kukamilisha kazi kwa kufuata makubaliano, kwa hali zote kulingana na vifungu vya mkataba.

Mwanajiri hapa anakubali kumlipa Fundi kwa kuzingatia utekelezaji na ukamilishaji wa kazi, jumla ya fedha za Tanzania [Ingiza kiasi katika maneno, tarakimu na sarafu] baadaye imerejelewa kama 'Bei ya Mkataba' kwa nyakati na namna iliyoelezwa katika mkataba.

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

IMETIWA SAHIHI KWA AJILI YA  
NA KWA NIABA YA MWAJIRI

Mbele ya

.....

Sahihi

(Jina).....

(Kazi).....

.....

Sahihi

(Jina).....

(Kazi).....

KWA NIABA YA FUNDI

.....

Sahihi

(Jina).....

(Kazi).....

(Anwani).....

Mbele ya

.....

Sahihi

(Jina).....

(Kazi).....

(Anwani).....

# MEMORANDA KWA AJILI YA SERA DHIDI YA RUSHWA

## SERIKALI YA JAMHURI YA MUUNGANO WA TANZANIA

Mimi/Sisi.....[*Ingiza jina la FUNDI SANIFU*] tunaweka umuhimu katika Hati msako ya 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 zabuni 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, Mafundi wasaidizi na watoa huduma wetu. Nakala zetu za Sera Dhidi ya Rushwa /Kanuni za Maadili na Programu ya ukubalifu zimeambatishwa.

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*(Jina la Fundi)*

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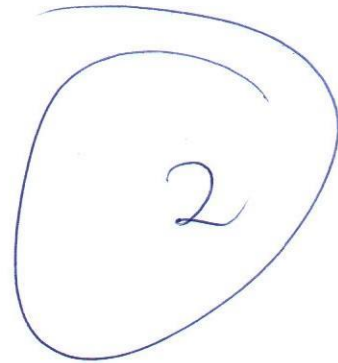
*Saini*

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*Tarehe*



JAMHURI YA MUUNGANO WA TANZANIA  
WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA NA WATOTO  
TANGA REGIONAL REFERRAL HOSPITAL  
(TRRH-BOMBO)



KITABU CHA HATI MSAKO

HATI MSAKO KWA AJILI YA KUPATA FUNDI SANIFU KUJENGO NYUMBA YA  
MTUMISHI

HATI MSAKO NA. ME/007/2021-22/RRHTAN/NC/12

APRIL, 2022



**MWALIKO WA  
HATI MSAKO KWA AJILI YA KUPATA FUNDI SANIFU KUJENGA NYUMBA YA MTUMISHI**

**HATI MSAKO NA. ME/007/2021-22/RRHTAN/NC/12**

**Tarehe: 04/04/2022**

1. Serikali ya Jamhuri ya Muungano wa Tanzania imetenga fedha kwa ajili ya utekelezaji wa Mradi wa Ujenzi wa nyumba ya mtumishi 2021/2022.
2. Inakusudiwa kuwa sehemu ya fedha hizo zitatumika kugharamia malipo halali chini ya mkataba ambao utatolewa katika mwaliko wa hati msako hii. Hivyo, hospital ya mkoa wa Tanga (Bombo) kinakaribisha maombi kutoka kwa Mafundi sanifu wa ujenzi wenye vyeti vya fani ya kazi ya ujenzi kwa ajili ya kufanya kazi ya ujenzi kwa kutumia njia ya ununuzi ya nguvu kazi (Force Account).
3. Unakaribishwa kuleta Hati Msako yako iliyojazwa bei kwa ajili ya utekelezaji wa kazi kama ilivyoelezwa katika Mchanganuo wa Makadirio ya Kazi (MMK) na kufafanuliwa ipasavyo katika sehemu ya II ya Kitabu cha Hati Msako. Gharama ya kazi haitahusisha ununuzi wa vifaa vyovyote vya ujenzi, hivyo oneshwa mchanganuo wa gharama ya ufundi tu kwa kazi zote kwa kuzingatia maelekezo ya mahitaji na michoro iliyoambatanishwa pamoja na hati Msako hii.
4. Waombaji wote watapata Nyaraka za Zabuni kupitia ofisi za manunuzi bombo hospital na kuwasilisha nyaraka hizo ofisi za manunuzi
5. Siku ya mwisho ya kuwasilisha na kupokea Hati Msako ni kama sheria ya manunuzi inavyotaka
6. Kabla ya kujaza na kurudisha Hati msako hizi ,Fundi sanifu anashauriwa na kusesitizwa kuja kuona eneo ambapo ujenzi utafanyika ikiwa na lengo la kumsaidia Fundi huyu kujaza Hati Msako hizi kwa umakini, ukamilifu na usahihi unaokusudiwa.

**Mganga Mfawidhi  
Hospital ya mkoa wa Tanga**



1.0	inapaswa kukamilika ipasavyo ndani ya miezi minne (3) baada ya mkataba kusainiwa na pande zote mbili.	
2.0	Katika Hati Msako hii fundi anatakiwa aambatanishe nyaraka zifuatazo:-	
	2.1	Fomu ya gharama ya ufundi (schedule of labour) wa Hati msako iliyojazwa kikamilifu na kutiwa sahihi kulingana na mchanganuo wa makadirio ya kazi kwa kila kipengele.
	2.2	Uthibitisho wa vielelezo vya vyeti vya elimu ya ufundi wa ujenzi kutoka Chuo cha Serikali au Chuo chochote kinachotambulika na Serikali. Ikiwa zabuni imeombwa kwa ushirika (Joint venture) washiriki wote wanatakiwa kuwa na sifa sawa.
	2.3	Uthibitisho wa mikataba (Orodha na nakala ya mkataba) angalau mbili (2) iliyotekelezwa na kukamilika kikamilifu bila migogoro ndani ya miaka mitatu (3) iliyopita katika Taasisi za Umma ikionesha majina na anwani za waajiri (wateja).
	2.4	Uthibitisho wa kazi zinazoendelea kutekelezwa kwa sasa ikionesha Jina la Taasisi, Namba ya Mkataba, Tarehe ya kuanza na tarehe ya kumaliza kazi kama zipo na kama hazipo thibitisha katika nyaraka (Kitabu) cha hati msako
	2.5	Fomu ya kiapo cha Uadilifu iliyojazwa kikamilifu (Rejea kiambatanishi Sehemu ya Tisa (IX) ya zabuni hii.
	2.6	Mchanganuo wa mpango kazi katika utekelezaji wa mradi ndani ya muda uliokusudiwa.
3.0	Fundu hatakiwi kuwa na historia ya kutokumaliza kazi ipasavyo katika mradi wowote wa ujenzi wa majengo ya umma	
4.0	Fundu anatakiwa awe na uwezo wa kusoma, kutafsiri na kuelewa ramani za majengo ya Serikali.	
5.0	Fundu anatakiwa kusimamia na kufanya kazi katika eneo la kazi kwa muda wote wa mradi isipokuwa kwa ruhusa ya maandishi ya msimamizi wa kazi (project manager) tu	
6.0	Taarifa za maelezo ya mahitaji, viwango, vipimo (specifications) na michoro vimeambatishwa kama <b>Sehemu VII</b> .	
7.0	<b>Bei ya Hati Msako:</b>	
	7.1	Mkataba utakuwa kwa kiasi chote cha kazi kama ilivyofafanuliwa katika <b>Sehemu II</b> ya kitabu cha Hati Msako.
	7.2	Masahihisho kama yatakuwepo, yatafanywa kwa kukata kwa kalamu ya wino na kuandika upya, kusaini, kuweka herufi za mwanzo za jina na tarehe.
	7.3	Ushuru wote, kodi na ada anazolipa fundu chini ya mkataba lazima zijumuishwe kwenye jumla ya bei.
	7.4	Kiwango kinachotajwa na fundu hakitabadilika katika kipindi chote cha mkataba na hakitafanyiwa marekebisho ya bei kwa sababu yoyote ile.
	7.5	Bei inapaswa kutolewa katika shilingi za Tanzania.
8.0	Fundu atakamilisha kujaza fomu ya kuwasilishia hati msako ambayo imeambatanishwa kama <b>Sehemu VIII</b> . Fomu ya kuwasilishia Hati Msako ni lazima ijazwe kikamilifu bila kubadili chochote katika muundo wake na hakuna fomu mbadala itakayokubaliwa.	
9.0	Malipo yatafanywa kwa shilingi za Tanzania.	
10.	Hati Msako itabaki kuwa halali kwa kipindi kisichopungua siku 60 baada ya siku ya mwisho ya kuwasilisha zabuni.	



11.	Hati Msako mbadala hazikubaliki.
12.	Hati Msako itakamilishwa na kutiwa sahihi na mwakilishi aliyepewa mamlaka na mzabuni. Endapo wazabuni watafanya kazi kwa ubia (Joint Venture), kiapo cha kisheria cha kushiriki zabuni ( <i>Special Power of Attorney</i> ) inapaswa kujazwa na kuwasilishwa pamoja na hati msako hii.
13.0	Taasisi nunuzi itatathmini na kulinganisha hati msako kwa namna ifuatayo:-
13.1	Upimaji wa awali; ili kuamua ni hati msako zipi zenye kutimiza masharti ya zabuni (substantially responsive quotations). Kwa mfano zipi zimetwiwa sahihi vizuri na zimetimiza masharti na maelezo ya mahitaji, viwango na vipimo.
13.2	Hati msako zinazotimiza masharti ya awali zitaangaliwa kama kuna makosa ya kimahesabu. Ikitokea kama kuna hitilafu yoyote ya kimahesabu kati ya kizio na kiasi kilichotajwa, hapo kizio ndicho kitazingatiwa kwa ajili ya tathmini ya zabuni na hatimaye kwenye makubaliano ya mkataba.
	Katika tathmini ya Hati msako, Kamati ya Tathmini itaainisha kwa kila hati msako bei ya hati msako iliyofanyiwa tathmini kwa kurekebisha bei kama ifuatavyo:- <ul style="list-style-type: none"> <li>(a) Kufanya marekebisho ya makosa yoyote kama yapo isipokuwa jumla ya fedha zilizotengwa kwa kazi maalumu ambazo matumizi yake huamuliwa na mwajiri (provisional sums) kama ipo, fedha ya dharura katika mchanganuo wa makadirio ya kazi lakini ikijumuisha kazi za siku iwapo bei zilikuwa na ushindani,</li> <li>(b) Kufanya marekebisho yafaayo kwa mabadiliko yoyote yale yanayokubalika, mikengeuko au kusahaulika katika kuingizwa kwenye bei ya jumla,</li> <li>(c) Kufanya marekebisho yafaayo kuakisi punguzo au marekebisho mengine ya bei yaliyotolewa.</li> </ul>
13.4	Taasisi nunuzi itafanya uhakiki (post qualification) katika vigezo vifuatavyo: <ul style="list-style-type: none"> <li>i) Ukubwa wa kazi alizofanya kama unaendana na kazi inayokusudiwa;</li> <li>ii) Ubora wa kazi alizofanya;</li> <li>iii) Historia ya migogoro;</li> <li>iv) Idadi ya kazi zinazoendelea;</li> <li>v) Hatua ya kazi zinazoendelea;</li> <li>vi) Muda aliotumia kujenga;</li> <li>vii) Tabia ya fundi katika ujenzi;</li> <li>viii) Sifa za msingi za elimu ya ufundi ujenzi;</li> </ul>
14.0	Taasisi Nunuzi itatoa mkataba kwa fundi ambaye hati msako yake imeamuliwa kuwa inatimiza matakwa ya nyaraka za hati msako na ametoa hati msako iliyofanyiwa tathmini kuwa ya gharama ya chini kabisa (lowest evaluated bidder).
15.0	Taasisi Nunuzi itahodhi haki wakati wa kutoa mkataba kuongeza au kupunguza hadi asilimia 15 ya idadi ya kazi ambazo zilibainishwa hapo awali katika mchanganuo wa makadirio ya kazi bila mabadiliko yoyote ya bei ya kima cha kizio au masharti mengine na hii itaonyeshwa kwenye fomu ya mkataba.
16.0	Licha ya maelezo yaliyotajwa hapo juu, Taasisi Nunuzi itahodhi haki ya kukubali zabuni yoyote na kukataa zabuni zote wakati wowote kabla ya kutoa mkataba.



17.0	Fundi sanifu ujenzi ambaye hati msako yake imekubaliwa atajulishwa na Taasisi Nunuzi kuwa amekubaliwa kupewa mkataba kabla ya kuisha kipindi halali cha hati msako. [Ikiambatanishwa na fomu ya mkataba pamoja na masharti yote ya malipo yanapaswa kutolewa kwa Mkandarasi pamoja na huu mwaliko wa hati msako ].
18.0	Fundi sanifu ujenzi wana haki ya kuomba kupitia upya maamuzi ya ununuzi kulingana na SEHEMU IX ya Kanuni za Ununuzi katika Sekta ya Umma - Tangazo la Serikali Na. 446 la Mwaka 2013 pamoja na marekebisho ya mwaka 2016.

# MASHARTI YA JUMLA YA MKATABA

MASHARTI YA JUMLA YA MKATABA

A: VIFUNGU VYA UJUMLA

Kifungu 1: Nyaraka za Mkatoba



	<p>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.</p>
Kifungu 2:	<p>Tafsiri</p> <p>Katika haya Masharti ya Mkataba, maneno yafuatayo yatakuwa na maana zilizotolewa kwa maneno hayo kama ilivyo hapa chini:</p> <p><b>Afisa Masuuli:</b> Mkuu wa Taasisi ambaye ndiye msimamizi mkuu wa shughuli zote za Taasisi.</p> <p><b>Fundi:</b> Mtu au kikundi cha watu au Taasisi ya Serikali ambayo zabuni yao imekubaliwa na Mwajiri.</p> <p><b>Kazi:</b> Ni Kazi zinazotakiwa kufanywa kulingana na mkataba.</p> <p><b>Mhandisi:</b> Mtu aliyeteuliwa na Mwajiri na kuwa na wajibu wa usimamizi wa kazi na utekelezaji wa mkataba.</p> <p><b>Mwakilishi wa Mhandisi:</b> Mtu aliyeteuliwa na Mhandisi mwenye wajibu wa kusimamia kazi.</p>
Kifungu 3:	<p>Maelekezo</p> <p>Maelekezo yanayotolewa na Mhandisi yatakuwa kwa maandishi. Ikiwa kwa sababu nyingine yoyote ile maelekezo hayo yakatolewa kwa mdomo, Fundi atafuata maelekezo hayo. Katika kipindi cha siku 3 maelekezo hayo ya mdomo yatathibitishwa kwa maandishi.</p>
Kifungu 4:	<p>Lugha</p> <p>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.</p>
Kifungu 5:	<p>Sheria Itayotumika</p> <p>Mkataba, maana yake, fasiri yake, na utekelezaji wake vitaongozwa na Sheria za Jamhuri ya Muungano wa Tanzania.</p>
Kifungu 6:	<p>Nyaraka za Mkataba zenye Kipaumbele</p> <p>Nyaraka kadhaa zinazofanya mkataba zichukuliwe kuwa zinajieleza, kikamilifu lakini kama ikitokea hitilafu yoyote ile nyaraka zenye umuhimu wa kwanza zitakuwa zifuatazo:</p> <p>Fomu ya makubaliano ya mkataba;</p> <p>Barua ya kukubali zabuni;</p> <p>Fomu ya kuwasilisha zabuni;</p> <p>Masharti maalumu ya mkataba;</p> <p>Masharti ya jumla ya mkataba;</p> <p>Michoro;</p> <p>Hati msako ya Fundi sanifu</p> <p>Mchanganuo wa makadirio na vipimo vya kazi;</p> <p>Nyaraka nyingine zozote zinazounda sehemu ya mkataba (Nakala za vyeti, memoranda dhidi ya rushwa)</p>
B:	MAJUKUMU



Kifungu 7:	<p><b>Utekelezaji wa Kazi</b>  Fundu atatoa nguvu kazi, zana za ujenzi, na chochote kile kinachohitajika kwa ukamilishaji wa kazi. Atafanya kazi kulingana na inavyotakiwa na nyaraka za mkataba, na maelekezo ya ziada kama yatakavyotolewa mara kwa mara.</p>
Kifungu 8:	<p><b>Hali Mbaya ya Ukinzani</b>  Iwapo wakati wa utekelezaji wa kazi Fundu atapambana na hali mbaya ya ukinzani ambayo haihusiani na hali ya hewa na ambayo haikuwa imetabiriwa na Fundu Sanifu, Mhandisi atatathimini kuongeza muda ambao Fundu anastahili.</p>
Kifungu 9:	<p><b>Kutoa Kazi kwa Fundu Msaidizi</b>  Fundu hatatoa kazi au sehemu ya kazi kwa Fundu Msaidizi bila kibali cha maandishi cha kutoka kwa Mwajiri. Kibali kama hicho kinapotolewa hakimwondolei Fundu mamlaka au majukumu yake chini ya mkataba na hivyo Fundu atakuwa na wajibu kwa kushindwa au kuzembea kwa Fundu Msaidizi.</p>
Kifungu 10:	<p><b>Usimamizi wa Kazi Unaofanywa na Fundu Sanifu</b>  Fundu 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 kazi, hatua zinazofaa zitachukuliwa na Fundu ili kurekebisha hali.</p>
Kifungu 11:	<p><b>Ukaguzi</b>  Mhandisi au mwakilishi wake aliyempa mamlaka ana haki ya kukagua kazi na Fundu atatoa usaidizi kwa shughuli hiyo na kwa wakati wowote Fundu atakapohitaji.</p>
Kifungu 12:	<p><b>Kazi Zitazokataliwa</b>  Kazi ambazo hazikuzingatia masharti ya mkataba zitakataliwa. Kwa maelekezo ya Mhandisi, Fundu atatengeneza au kurekebisha au kufanya upya kazi itakayokataliwa hadi kumridhisha Mhandisi kwa gharama zake mwenyewe.</p>
Kifungu 13:	<p><b>Wajibu wa Fundu sanifu</b>  Fundu hatamuhusisha 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.</p>
Kifungu 14:	<p><b>Jambo Lisilo zuilika</b>  Katika tukio la hasara yoyote au uharibifu unaotokea katika utendaji wa aina yoyote wa nguvu za asili ambao pande za mkataba hazikuweza kufikiria mapema, Fundu atarekebisha hasara au uharibifu. Mwajiri ataamua kutoa ziada ya bei ya mkataba na pia anaweza kufikiria kutoa muda wa nyongeza wa kipindi cha mkataba.</p>



Kifungu 15:	<p>Ubora wa Maunzi na Usanifu wa Kazi</p> <p>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 kwa gharama za Mwajiri.</p>
Kifungu 16:	<p>Upatikanaji wa Maunzi</p> <p>Maunzi yatakayotumika katika ujenzi yatatolewa na Mwajiri hivyo Fundi atatakiwa kuwasilisha mahitaji yake kila yatakapohitajika. Fundi hatatumia maunzi bila kupata kibali cha maandishi kutoka kwa Mhandisi.</p>
Kifungu 17:	<p>Usafishaji wa Eneo la Kazi</p> <p>Baada ya kumaliza kazi, Fundi ataondoa zana zote kutoka eneo la kazi, uchafu na mitambo ya muda na ataacha eneo la kazi likiwa safi na katika hali itakayokubaliwa na Mhandisi.</p>
Kifungu 18:	<p>Afya, Usalama na Kulinda Mazingira</p> <p>Fundi katika kipindi chote cha mkataba atakuwa na wajibu kiasya na kiusalama katika eneo lake la kazi na watu wote watapaswa kuwa katika eneo la kazi katika hali ya mpango mzuri ili kuepusha hatari kwa watu hao.</p> <p>Fundi atazingatia mahitaji na kanuni zote za mazingira kama zinavyoelekezwa na Serikali ya Jamhuri ya Muungano wa Tanzania.</p>
Kifungu 19:	<p>Kuanza na Kukamilika kwa Kazi</p> <p>Fundi ataanza na kukamilisha kazi katika muda ulioelezwa kwenye masharti maalumu ya mkataba au katika kipindi cha mkataba cha nyongeza, kama kipindi hicho kimeruhusiwa na Mwajiri.</p>
Kifungu 20:	<p>Mabadiliko ya Wigo wa kazi</p> <p>Kwa idhini ya Mwajiri, Mhandisi anaweza kubadilisha umbo, ubora au kiasi cha kazi na atakuwa na mamlaka ya kumwagiza Fundi 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 Fundi Sanifu.</p>
C: MALIPO	
Kifungu 21:	<p>Kiasi</p> <p>Kiasi kilichowekwa kwenye mchanganuo wa makadirio ya kazi ni kiasi kilichokadiriwa kwa kazi na kisichukuliwe kuwa ndiyo kiasi halisi sahihi kitakachofanywa na Fundi Sanifu.</p> <p>Mhandisi atapima thamani ya kazi halisi iliyofanyika na ataidhinisha gharama halisi ya kazi iliyofanyika kama ilivyofafanuliwa katika mkataba.</p>
Kifungu 22:	Malipo



22.1	<p><b>Malipo ya Awali</b>          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 ya awali inayokubalika. Malipo ya awali yatakatwa kwa mafungu katika madai yatakawasilishwa na Fundi kwa malipo mpaka malipo yote ya awali yatakaporudishwa kikamilifu.</p>
22.2	<p><b>Malipo Wakati Kazi Inaendelea</b>          Malipo yatafanywa kwa Fundi wakati kazi inaendelea baada ya Mhandisi kutoa cheti kinachoonyesha kuwa kazi imekamilika kwa viwango vilivyoainishwa kwenye mkataba. Katika kila cheti Mwajiri atashikilia kiasi kilichotajwa katika masharti maalum ya mkataba na kisichozidi asilimia kumi (10%) ya bei mkataba. Fedha hiyo iliyoshikiliwa italipwa katika cheti cha malipo ya mwisho.</p> <p>Kiasi cha fedha anachodai Fundi kitalipwa na Mwajiri kwa Fundi katika kipindi cha siku 14 za kazi baada ya idhini ya cheti cha malipo kutolewa na Mhandisi.</p>
22.3	<p><b>Malipo ya Mwisho</b>          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 yametetelezwa na hivyo Mhandisi kuridhika.</p>
22.4	<p><b>Ucheleweshwaji wa Malipo</b>          Kama Mwajiri atashindwa kufanya malipo katika muda uliotajwa, Mwajiri atamlipa Fundi riba katika kiwango kilichotajwa kwenye Masharti Maalumu ya Mkataba.</p>
22.5	<p><b>Makato ya Malipo</b>          Mwajiri atakuwa na haki ya kukata fedha kiasi chochote, fedha ya malipo ya awali au madeni yanayolipika kutoka kwa Fundi kwenda kwa Mwajiri kutokana na fedha yoyote anayoweza kulipwa Fundi 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.</p>
22.6	<p><b>Malipo kwa Wafanyakazi</b>          Kama kutatokea kushindwa kulipa mishahara/ujira na fidia nyingine zinazopaswa kulipwa kwa wafanyakazi na /au gharama za kukodisha zana na vifaa chini ya mkataba huu, Mwajiri atakuwa na haki ya kushikilia malipo ya Fundi Sanifu.</p> <p>Mwajiri atatumia fedha alizoshikilia kuwalipa wafanyakazi wa Fundi mishahara yao na fidia nyingine na gharama za kukodisha zana na vifaa. Malipo kama hayo yatachukuliwa kuwa ni malipo yaliyopokelewa na Fundi kutoka kwa Mwajiri chini ya mkataba huu.</p>



Kifungu 24:	Dhamana ya Utekelezaji wa Mkataba Fundu atatakiwa kuleta dhamana ya utekelezaji wa mkataba ya asilimia tano (5%) ya thamani ya mkataba ambayo inaweza ikawa kutoka Benki, Kampuni ya Bima au uthibitisho wa umiliki wa mali yoyote isiyohamishika.
D: KUSULUHISHA MIGOGORO NA KUVUNJA MKATABA	
Kifungu 25:	Kusuluhisha Migogoro Kama migogoro itatokea itasuluhishwa kwa majadiliano ya pande zote. Kama mazungumzo yatashindwa kuleta makubaliano, pande zote zitakubaliana na kuchagua msuluhishi wa mgogoro huo.
Kifungu 26:	Uvunjaji wa Mkataba
26.1	Kama Fundu atashindwa 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 atakuwa mufilisi, Mwajiri atakuwa na haki ya kuvunja mkataba na kumwajiri Fundu mwingine kufanya kazi hiyo.
26.2	Kama Mwajiri atashindwa kumlipa Fundu katika muda wa siku 60 tangu tarehe ya cheti cha malipo kuidhinishwa na Mhandisi, Fundu anaweza kuvunja mkataba.
Kifungu 27:	Malipo kama Mkataba Umevunjwa Kama mkataba utavunjwa, Fundu atalipwa na Mwajiri kiasi cha fedha au vifaa ambavyo havitakuwa tayari vimelipiwa katika malipo yaliyofanywa kwa Fundu kwa kazi zote zilizofanywa kabla ya tarehe ya kuvunjwa kwa mkataba kwa kiwango na bei itakayotolewa kwenye mkataba. Malipo yoyote yanayofanywa na Mwajiri chini ya kifungu hiki, Mwajiri atakuwa na haki ya kulipwa madeni yote kutokana na malipo ya awali aliyolipwa Fundu kwa ajili ya zana na maunzi na jumla yoyote ya fedha ambayo imelipwa hapo awali na Mwajiri kwenda kwa Fundu kwa minajiri ya utekelezaji wa kazi.

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 Maalumu ya Mkataba Kifungu Na.	Masharti ya Jumla ya Mkataba Kifungu Na	Marekebisho ya, na Nyongeza kwa vifungu katika Masharti ya Jumla ya Mkataba.
1	19.0	Mkataba unaanza mwezi April, 2022.
2	19.0	Muda wa kukamilisha kazi ni Miezi Nne (3) kuanzia tarehe ya kusainiwa kwa mkataba wa kazi.
3	22.1	Malipo ya awali katika hati msako hii hayatahusika kabisa. Fundi sanifu atalipwa mara tu baada ya kukamilisha kazi ipasavyo kwa kila awamu kwa mujibu wa mkataba. Pia Fundi atawajibika kufanya marekebisho yoyote yatakayokuwa yakijitokeza katika muda wote wa mkataba, baada ya mkataba kuisha. Fundi atawajibika kufanya marekebisho yatakayojitokeza katika kipindi kisichopungua muda wa miezi mitatu (3) na kiasi cha fedha 5% katika mkataba kitakatwa na Mwajiri kama fedha ya Matazamio (Retention Money) na kiasi hicho kitarejeshwa baada ya muda wa matazamio kukamilika.
4	22.4	Kiwango cha riba kwa kiasi kisicholipwa itakuwa sawa na kile kiwango cha riba kwa mwezi kinachotumiwa na Benki Kuu ya Tanzania (BOT).
5	22.5	Kiwango cha fedha itakayokatwa kwa ajili ya kodi ya zuio (withholding tax) itakuwa ni asilimia tano (5%) ya hati ya madai au malipo.
6	23.0	Kiasi cha kulipia ucheleweshaji wa kazi itakuwa 0.1% ya thamani ya kazi iliyobaki kwa siku mpaka kiwango cha juu sawa na dhamana ya utekelezaji wa mkataba.



SEHEMU V: MICHORO  
[IMEAMBATANISHWA]

Na.	AINA YA KAZI	BEI YA UFUNDI - Shs
<b>A</b>	<b><u>Msingi wa Jengo (Sub-structure)</u></b>	
1	Kusefi jengo	192.000/=
2	Uchimbaji wa msingi	192.000/=
3	Kufukia	192.000/=
	<b><u>Kufunga mbao</u></b>	
4	Pembezeni mwa jamvi	192.000/=
5	Pembezeni mwa nguzo	192.000/=
6	Kuondoa mbao	192.000/=
	<b><u>Kumwaga zege</u></b>	
7	Chini kwenye msingi wa tofali	192.000/=
8	Chini kwenye msingi wa nguzo	192.000/=
9	katika nguzo ya awali	192.000/=
10	kwenye jamvi	
11	Ujenzi wa tofali (994 No)	192.000/=
	<b><u>Mawe</u></b>	
12	Upangaji wa mawe na utandazaji wa DPM	192.000/=
13	Umwagiliaji wa maji	192.000/=
	<b>Jumla ndogo msingi wa jengo</b>	<b>2,496,000/=</b>
<b>B.</b>	<b><u>Kunyanyua jengo (Super-structure)</u></b>	
1	Ujenzi wa tofali za kuta na uwekaji DPC (1759No)	437.500/=
	<b><u>Kufunga mbao katika:</u></b>	
2	Nguzo mlalo	437.500/=
3	Nguzo wima	437.500/=
	<b><u>Kusuka nondo katika:</u></b>	
4	Nguzo mlalo	437.500/=
5	Nguzo wima	437.500/=
	<b><u>Kumwaga zege katika:</u></b>	
6	Nguzo mlalo	437.500/=
7	Nguzo wima	437.500/=
8	Umwagiliaji wa maji	437.500/=
		3,500,000/=
<b>C.</b>	<b><u>Kuezeka (Roof structure and covering)</u></b>	
	Kuezeka na ufungaji wa gata	
	<b>Jumla ndogo kunyanyua jengo</b>	<b>2,500,000/=</b>



Na.	AINA YA KAZI	BEI YA UFUNDI - Shs
<b>D.</b>	<b>Milango</b>	
1	Kufitisha fremu za milango	685,000/=
2	Kufitisha shata za milango pamoja na vitasa	685,000/=
3	Upakaji wa Varnishi katika milango na fremu	685,000/=
		2055,000/=
<b>E.</b>	<b>Umaliziji (Finishing)</b>	
	Upigaji wa lipu pamoja na kutengeneza koplo:	373,250/=
1	Nje ya jengo	373,250/=
2	Ndani ya jengo	373,250/=
		746,500/=
	<b>Sakafu</b>	
3	Uwekaji wa sakafu ya kupokea vigae (beds)	373,250/=
4	Uwekaji wa vigae pamoja na grauti katika sakafu (floor tiles) -	373,250/=
	<b>Dali:</b>	
6	Ufungaji wa mbao za dali (Branding)	373,250/=
7	Uwekaji wa dali na mikanda ya gypsum	373,250/=
8	Uwekaji wa dali ya pvc kuzunguka nyumba kwa nje	373,250/=
9	Uwekaji wa vigae katika kuta na upakaji grout	373,250/=
	<b>Jumla ndogo umaliziji(finishing)</b>	2986,000/=
<b>F.</b>	<b>Rangi na Mapambo (Painting &amp; Decoration)</b>	
	<b>Kupaka rangi mikono mitatu pamoja na skimming katika:</b>	
1	Kuta za nje	497,200/=
2	Kuta za ndani	497,200/=
3	Dali	497,200/=
	<b>Kupaka rangi mikono mitatu katika:</b>	
5	Msingi wa nyumba	497,200/=
6	Grill za milango na madirisha	497,200/=
	<b>Jumla ndogo Rangi na mapambo</b>	2486,000/=
<b>G.</b>	<b>Umeme (Electrical installation)</b>	
1	Usukaji wa umeme awamu ya kwanza - Conduit na Box	1068,000/=
2	Usukaji wa umeme awamu ya pili (2nd fix)-fittings	1068,000/=
	<b>Jumla ndogo Umeme</b>	2136,000/=

Na.	AINA YA KAZI	BEI YA UFUNDI - Shs
H.	<u>Mifumo ya maji safi na taka (Water Supply and Sewage system)</u>	
1	Ufungaji bomba awamu ya kwanza (Kuchimbia bomba)	945.000/=
2	Ufungaji bomba awamu ya pili (2nd fix) -fittings	945.000/=
3	Ufungaji wa Mifumo ya maji ya mvua kwenda kwenye tanki	945.000/=
	<b>Jumla ndogo Mifumo ya maji safi na taka</b>	<b>2,835,000/=</b>



<b>MAJUMUISHO (SUMMARY)</b>		<b>Shs</b>
A.	Msingi wa Jengo (Sub-structure)	2,496,000/-
B.	Kunyanyua jengo (Super-structure)	3,500,000/-
C.	Kuezeka (Roof structure and covering)	2,500,000/-
D.	Milango	2,055,000/-
E.	Umaliziaji (Finishing)	2,986,000/-
F.	Rangi na Mapambo (Painting & Decoration)	2,486,000/-
G.	Umeme (Electrical installation)	2,136,000/-
H.	Mifumo ya maji safi na taka (Water Supply and Sewage system)	2,835,000/-
<b>JUMLA KUU Shs.</b>		<b>20,994,000/-</b>

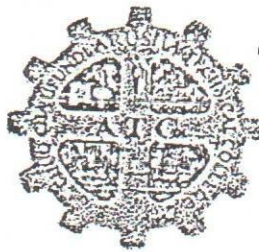
**ANGALIZO:**

Fundi anatakiwa kujaza hii fomu kwa kupitia mchoro wa jengo husika

  
**GN&MS CONTRACTOR LTD.**  
**P.O. BOX 597 - TANGA**  
**TINNO. 119-698-847**



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*Accepted true copy  
of signed*  
*[Signature]*  
13/08/2024



This is to certify that

*Mtshama M. Ismail*

Registration No: A08057

Having satisfied the requirements for the award of the

*Ordinary Diploma in  
Civil Engineering.*

GN&MS CONTRACTOR LTD.  
P.O. BOX 597 - TANGA  
TINNO. 119-698-847

*with Lower Second Class*

Was conferred at a congregation held in Arusha

on the third of December in the year two thousand and eleven

GN&MS CONTRACTOR LTD.  
P.O. BOX 597 - TANGA  
TINNO. 119-698-847

*[Signature]*  
Board Chairperson

*[Signature]*  
Principal





## GN & MS CONTRACTORS LTD

P.O. BOX 597, Tel No: +255 712 100 388  
Mobile: +255 764 101 738 / +255 784 684 300 / +255 713 884 841  
Independence Avenue; Plot No KB ii 10/2



### FOMU YA KUWASILISHA HATI MSAKO

Tarehe: 05/04/2022

Kwa:

Mganga Mfawidhi,  
Hospitali ya Mkoa Tanga  
S.L.P 452,  
Tanga

Ninaahidi kutekeleza kazi ya ufundi wa ujenzi wa nyumba ya mtumishi Hospitali ya Mkoa wa Tanga (Bombo) katika mwaka wa fedha 2021/2022. Hati msako Na. ME/007/2021-22/RRHTAN/NC/12 kulingana na Masharti ya Mkataba yanayofuatana na Hati Msako hii kwa Bei ya Mkataba ya Tshs 20,994,000/= Milioni Ishirini Laki Tisa Tisini na Nne ELfu tu, Fedha za Kitanzania.

Pia tunaahidi kukamilisha kazi iliyotajwa katika kipindi cha miezi mitatu ambacho kinajumuisha kipindi cha maandalizi.

Hati Msako hii pamoja na barua yako ya kukubali kwa maandishi vitafanya mkataba unaotufunga sisi pamoja. Tunafahamu kuwa hulazimiki kukubali kiwango cha chini au hati msako yoyote kati ya hati msako unazopokea.

Tunathibitisha kuwa Hati msako hii imetimiza masharti kama yanavyo tajwa katika Mwaliko wa Hati msako.

Sahihi Idhinishwa: .....

Jina la Fundi Sanifu: ..... MWEDADI SAGEHE

Muhuri wa Fundi Sanifu: .....



MEMORANDA KWA AJILI YA SERA DHIDI YA RUSHWA

SERIKALI YA JAMHURI YA MUUNGANO WA TANZANIA

Mimi/Sisi GN & MS CONTRACTORS LTD / ABDULKARIM ISMAIL tunaweka umuhimu katika Hati msako ya ushindani unaofanyika kwa misingi ya haki na huru na isiyoruhusu ukiukwaji wa taratibu na kanuni. Tunapenda kuthibitisha kuwa hatutatoa wala kuwezesha moja kwa moja ausiyo moja kwa moja ushawishi usiofaa au zawadi kwa ofisa yeyote wa umma, ndugu zake au watu wenye uhusiano wa kibiashara, kuhusiana na zabuni 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 zakutosha 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, Mafundi wasaidizi na watoa huduma wetu. Nakala zetu za Sera Dhidi ya Rushwa /Kanuni za Maadili na Programu ya ukubalifu zimeambatishwa.

Mwedadi Salehe  
(Jina la Fundi)

  
Saini

05/04/2022

Tarehe







## GN & MS CONTRACTORS LTD

P.O. BOX 597, Tel No: +255 712 100 388  
 Mobile: +255 764 101 738 / +255 784 684 300 / +255 713 884 841  
 Independence Avenue; Plot No KB ii 10/2



### Work Performed as Prime Contractor and Volume

S/No.	Project Name and Country	Name of Employer and full address	Contractor Participation	Type of work performed	Year	Value of Contract
1	Renovation of operator cadge	Williamson and Diamond Mine Ltd-Kahama	Main Contractor	<ul style="list-style-type: none"> <li>- Substructure</li> <li>- Concrete work</li> <li>- Roofing</li> <li>- Carpentry</li> <li>- Joinery</li> <li>- Metal work</li> <li>- Finishing</li> <li>- Glazing</li> <li>- Electrical installations</li> </ul>	2013completed	365,960,330.00
7	Construction of residential house	JUDGE SSS KIHYO Raskazone-Tanga	Main Contractor	<ul style="list-style-type: none"> <li>- Supply of materials for work</li> <li>- Construction of pump house</li> <li>- Construction of new intake for supply of water to the resident house</li> <li>- Construction of the proposed fence at residential house</li> <li>- Pavement construction of roof</li> </ul>	2014 completed	165,980,000.00
8	Construction of two Laboratory blocks (multipurpose) at Kwale Secondary School	AFREN (Oil) under supervision of District Executive Director Mkinga - Tanga	Main Contractor	<ul style="list-style-type: none"> <li>- Substructure</li> <li>- Concrete work</li> <li>- Walling</li> <li>- Roofing</li> <li>- Carpentry</li> <li>- Joinery</li> <li>- Metal work</li> <li>- Finishing</li> <li>- Glazing</li> </ul>	2014 completed	277,724,520.00





SEHEMU VI: MCHANGANUO WA MAKADIRIO YA GHARAMA ZA UFUNDI SANIFU

*NB: Fundi atawajibika kumwagilia maji katika miundombinu (structures) yote ya jengo.*

## FOMU YA MAKUBALIANO YA MKATABA

Makubaliano haya ya Mkatoba yanafanywa leo *[Ingiza tarehe]* siku ya *[Ingiza mwezi]*, *[Ingiza mwaka]* Kati ya *[Ingiza jina na Anwani ya Mwajiri]* (Hapa ataitwa "Mwajiri") kwa upande mmoja na *[Ingiza jina na anwani ya Mkandarasi]* (Hapa ataitwa "Fundu sanifu") kwa upande mwingine.

Kwa kuwa Mwajiri anataka baadhi ya kazi zifanyike yaani: *[Ingiza maelezo mafupi ya kazi inayotakiwa kufanywa]* iliyopo *[Ingiza anwani halisi ya eneo la mahali pa kazi]* na kwa barua ya kukubali yenye Kumb Na. *[Ingiza namba ya urejeleo]* ya tarehe *[Ingiza tarehe]* alikubali zabuni ya Fundu kwa utekelezaji na ukamilishaji wa kazi hiyo.

### SASA MAKUBALIANO HAYA YAMESHUHUDIWA KAMA IFUATAVYO:

1. Katika makubaliano haya maneno na maelezo yatakuwa na maana sawa kama yalivyoelezwa katika Masharti ya Mkatoba unaorejelewa na;
2. Nyaraka zifuatazo zitachukuliwa kwa pamoja na zisomeke na kufasiriwa kuwa ni sehemu ya makubaliano haya, yaani;
  - i. Fomu ya Makubaliano ya Mkatoba;
  - ii. Barua ya Kukubali Zabuni;
  - iii. Fomu ya Kuwasilisha Zabuni;
  - iv. Masharti Maalumu ya Mkatoba;
  - v. Masharti ya Jumla ya Mkatoba;
  - vi. Michoro;
  - vii. Zabuni ya Mzabuni
  - viii. Mchanganuo wa Makadirio ya Kazi;
  - ix. Nyaraka nyingine zozote zinazounda sehemu ya mkatoba (nakala za vyeti, Kumbukumbu za ufafanuzi kama zipo, memoranda dhidi ya rushwa).
3. Nyaraka zote zilizotajwa hapo juu zitarejelewa hapo baadae kama 'Mkatoba' na zitachukuliwa kuwa zinakamilishana na zinajieleza sawa lakini ukitokea utata au uhitilafiano zitakuwa na umuhimu katika mfuatano wake kama zinavyoonyeshwa hapo juu.



4. Katika kuzingatia malipo yanayofanywa na Mwajiri kwa Fundi kama baadaye inavyotajwa, Fundi hapa anakubaliana na Mwajiri kutekeleza na kukamilisha kazi kwa kufuata makubaliano, kwa hali zote kulingana na vifungu vya mkataba.

Mwajiri hapa anakubali kumlipa Fundi kwa kuzingatia utekelezaji na ukamilishaji wa kazi, jumla ya fedha za Tanzania [Ingiza kiasi katika maneno, tarakimu na sarafu] baadaye imerejelewa kama 'Bei ya Mkataba' kwa nyakati na namna iliyoelezwa katika mkataba.

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

IMETIWA SAHIHI KWA AJILI YA  
NA KWA NIABA YA MWAJIRI

Mbele ya

.....

Sahihi

(Jina).....

(Kazi).....

.....

Sahihi

(Jina).....

(Kazi).....

KWA NIABA YA FUNDI

.....

Sahihi

(Jina).....

(Kazi).....

(Anwani).....

Mbele ya

.....

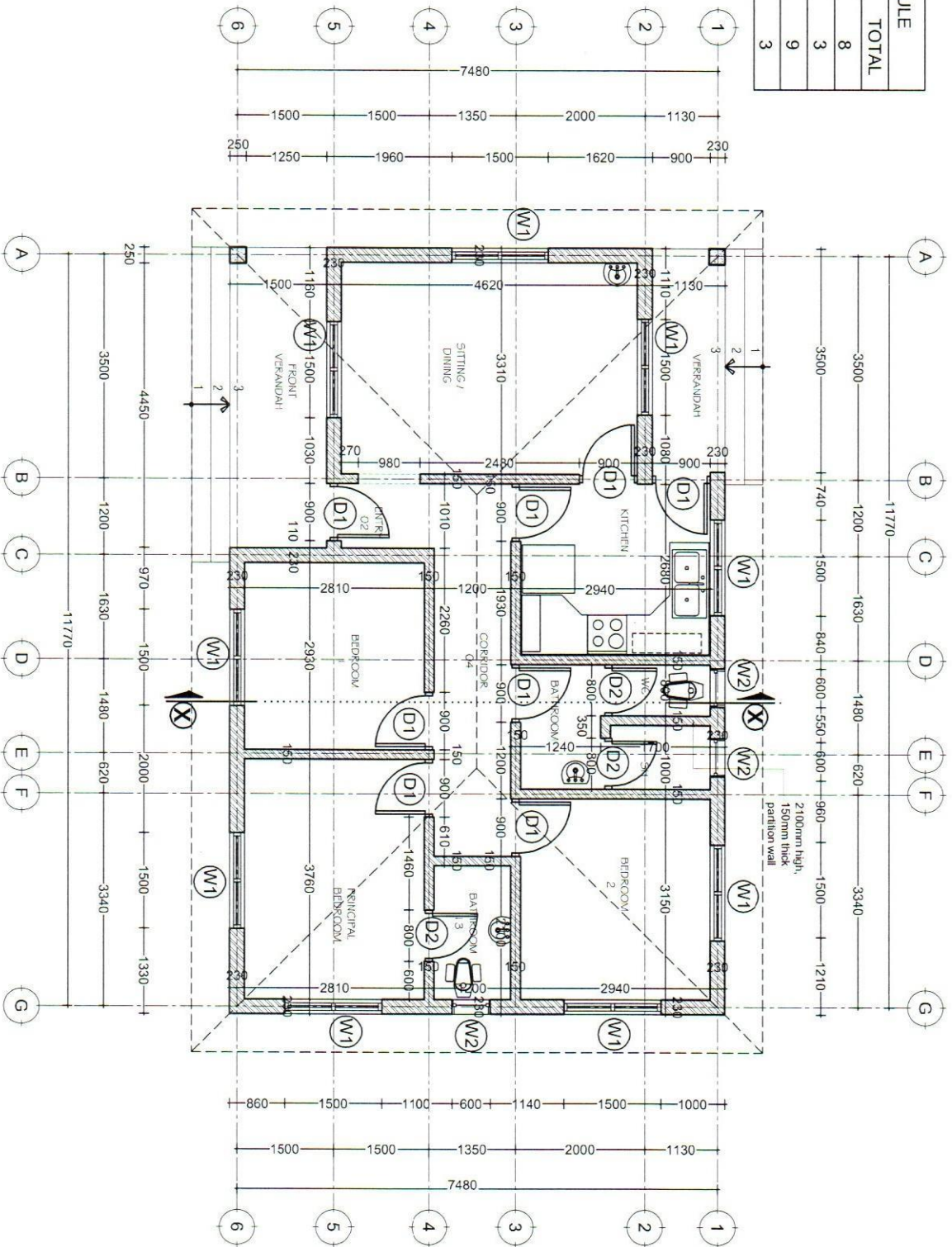
Sahihi

(Jina).....

(Kazi).....

(Anwani).....

DOOR & WINDOW SCHEDULE			
NO.	WIDTH	HEIGHT	TOTAL
D1	900mm	2500mm	8
D2	800mm	2100mm	3
W1	1500mm	1500mm	9
W2	600mm	600mm	3



**GROUND PLAN**  
**SCALE: 1:100**  
**TOTAL AREA = 93sqm**

Building Section  
 Policy and Planning Department,  
 Ministry of Health, Community Development,  
 Gender, Elderly and Children  
 University of Dodoma  
 College of Humanities and Social Science 11th  
 Building,  
 P. O. Box 743,  
 40478 DODOMA

Approved

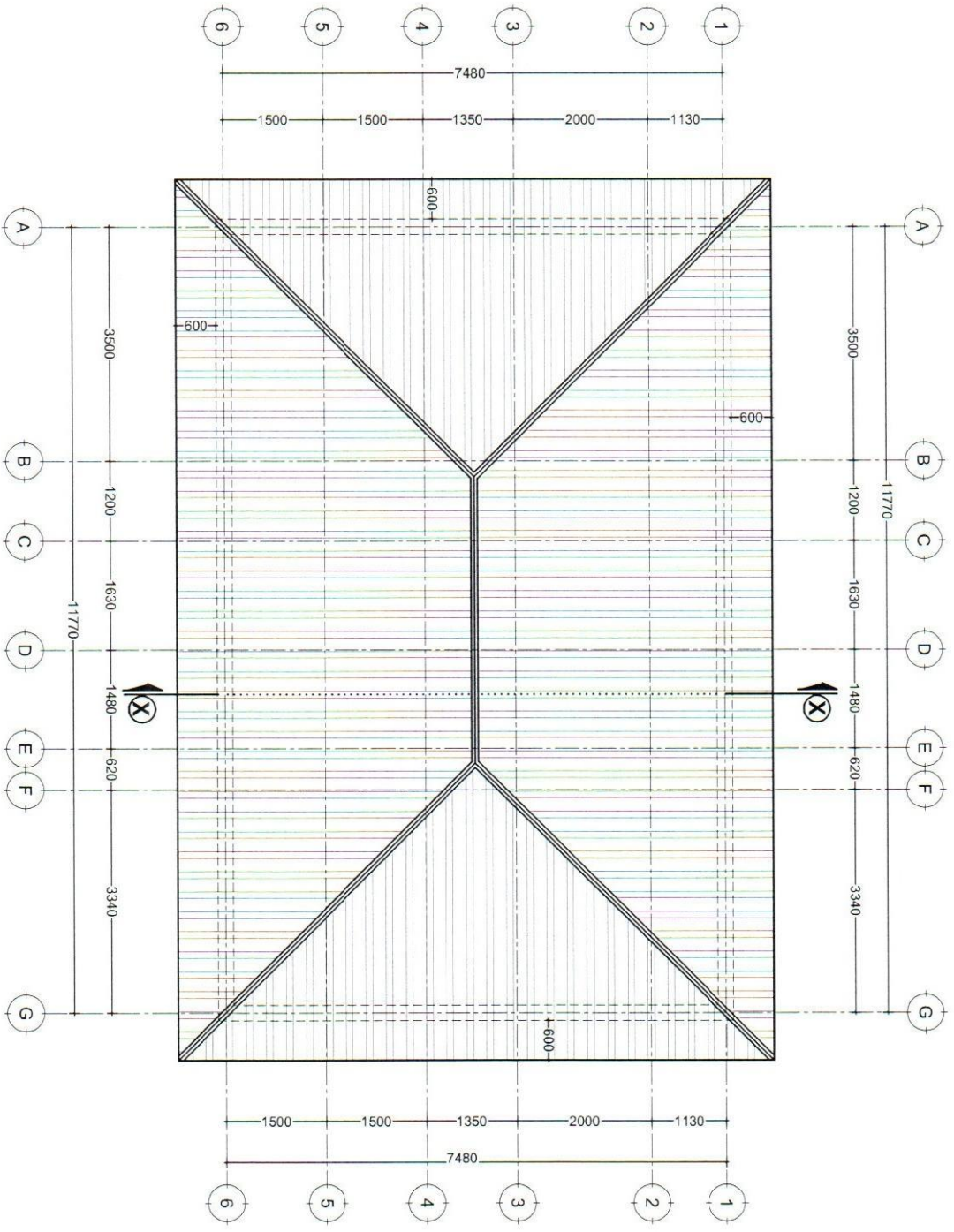
No.	Description	Date

Client  
**PRESIDENT OFFICE, REGIONAL ADMINISTRATION  
 AND LOCAL GOVERNMENT**  
 Project  
**PROPOSED HEALTH CENTER**

**STAFF QUARTERS**  
**Ground Floor Plan**

Project number: 2018 / 02 / 01  
 Date: 02 FEBRUARY 2018  
 Drawn by: DGNM  
 Checked by: DGNM  
 Scale: 1:100  
 A101





# ROOF PLAN

SCALE: 1:100

Building Section  
 Policy and Planning Department  
 Ministry of Health, Community Development,  
 Gender, Elderly and Children  
 University of Dodoma  
 College of Humanities and Social Science | 1st  
 Building,  
 P. O. Box 743,  
 40147/9 DODOMA

Approved

No.	Description	Date

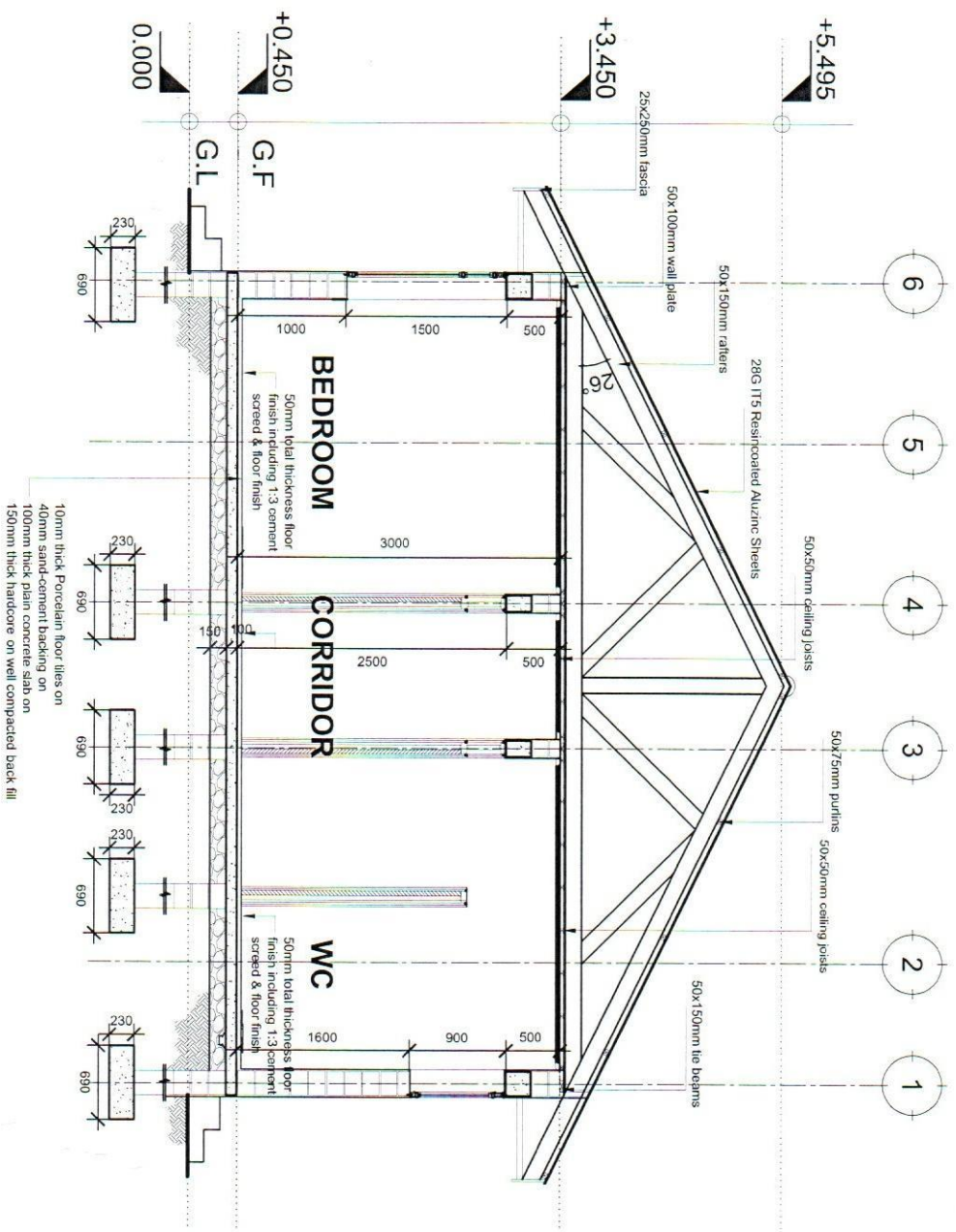
Client  
 PRESIDENT OFFICE, REGIONAL ADMINISTRATION  
 AND LOCAL GOVERNMENT  
 Project  
 PROPOSED HEALTH CENTER

## STAFF QUARTERS Roof Plan

Project number	2018 / 02 / 01	A102
Date	02 FEBRUARY 2018	
Drawn by	DCNM	
Checked by	DCNM	
Scale	1:100	

# SECTION X:X

SCALE: 1:50



Building Section  
 Policy and Planning Department  
 Ministry of Health, Community Development,  
 Gender, Elderly and Children  
 University of Botswana  
 College of Humanities and Social Sciences | 11th  
 Building,  
 P. O. Box 743,  
 40478 DODOMA

Approved

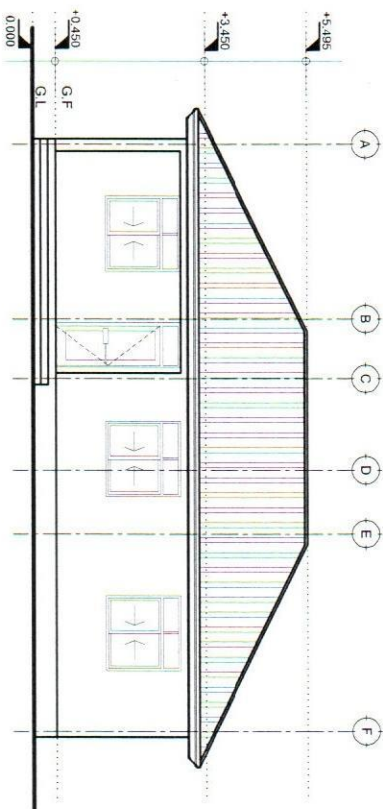
No.	Description	Date

Client  
 PRESIDENT OFFICE, REGIONAL ADMINISTRATION  
 AND LOCAL GOVERNMENT  
 Project  
 PROPOSED HEALTH CENTER

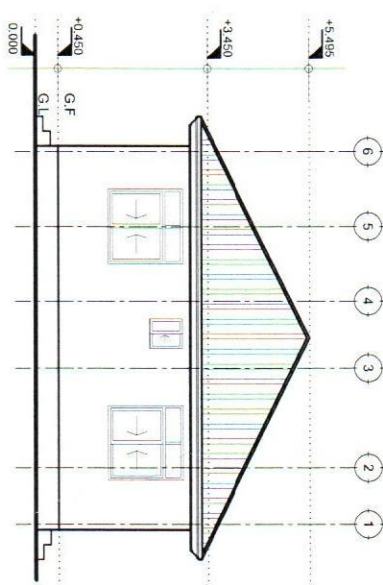
STAFF QUARTERS  
 Section X:X

Project number	2018 / 02 / 01	A 103
Date	02 FEBRUARY 2018	
Drawn by	DDMM	Scale: 1:50
Checked by	DDMM	

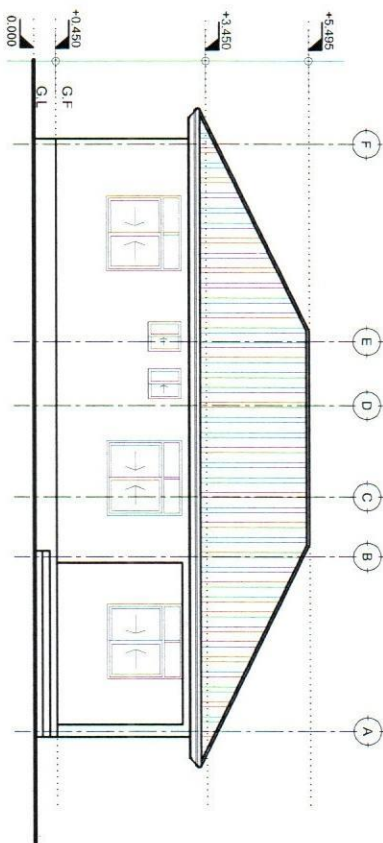




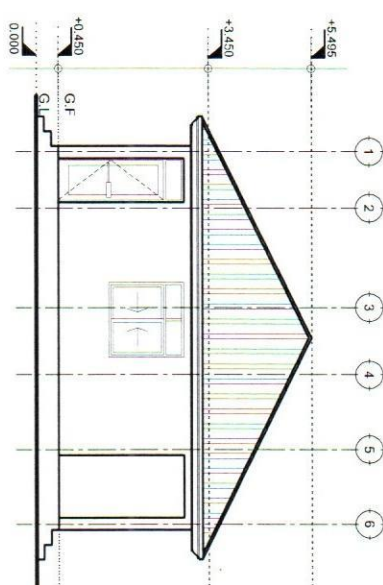
FRONT ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

# ELEVATIONS

SCALE: 1:100

Building Section  
 Policy and Planning Department  
 Ministry of Health, Community Development,  
 Gender, Elderly and Children  
 University of Dodoma  
 College of Humanities and Social Science | 11th  
 Building  
 P. O. Box 743,  
 40470 DODOMA

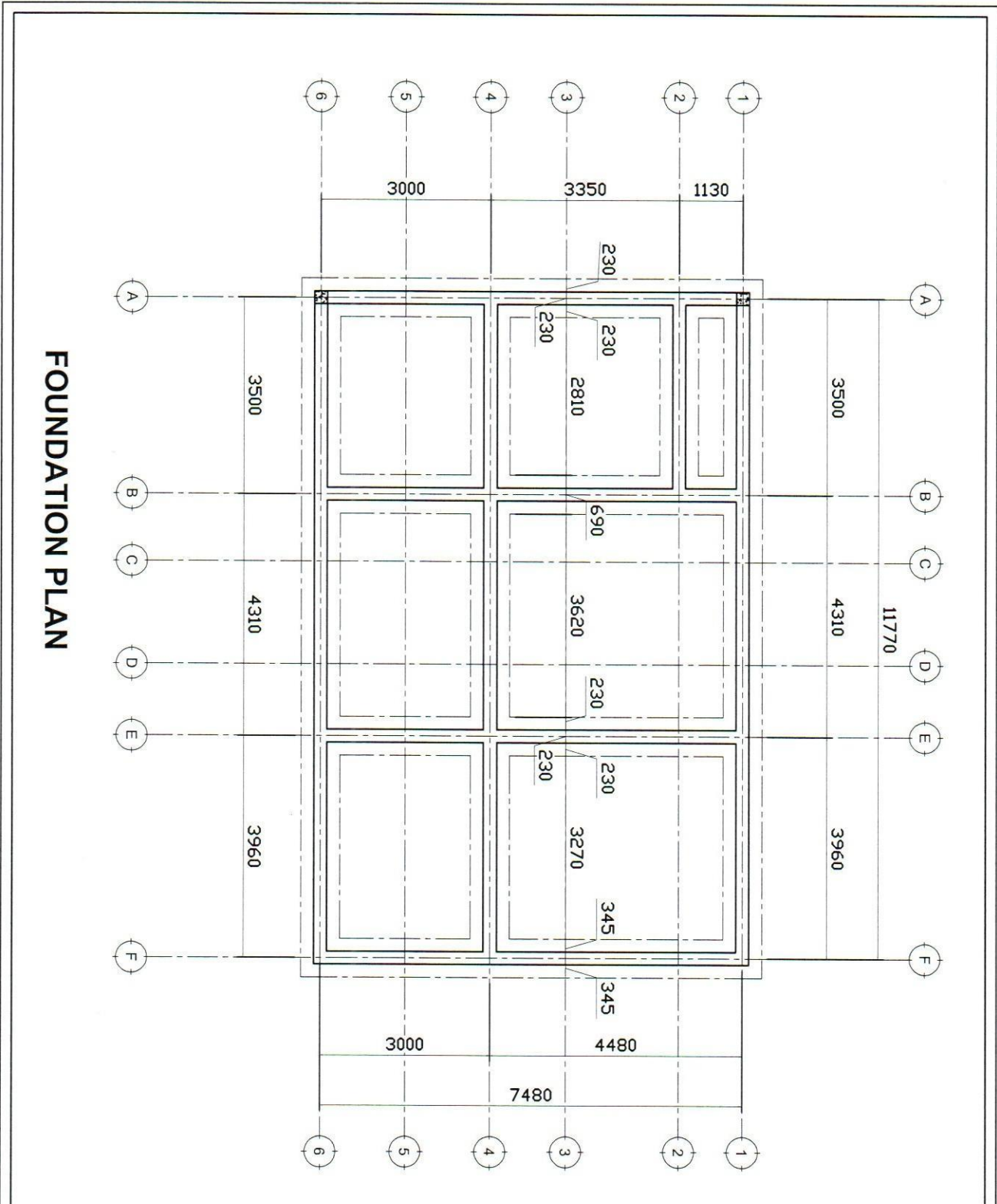
Approved

No.	Description	Date

Client  
 PRESIDENT OFFICE, REGIONAL ADMINISTRATION  
 AND LOCAL GOVERNMENT  
 Project  
 PROPOSED HEALTH CENTER

## STAFF QUARTERS Elevations

Project number	2018 / 02 / 01	
Date	02 FEBRUARY 2018	A104
Drawn By	DCNM	
Checked by	DCNM	Scale 1:100



# FOUNDATION PLAN

**NOTE:**

1. All dimensions are in mm unless otherwise specified
2. All discrepancies shall be referred to the structural engineer
3. Reinforced concrete shall be of grade 20 with  $f_{cu}=25N/mm^2$  at 28 days of age
4. Main reinforcements shall be high tensile steel with  $f_y = 460N/mm^2$
5. Nominal cover to the reinforcements:
  - a) Foundation 50mm
  - b) Column 25mm
  - c) Beam 25mm
  - d) Slab 25mm

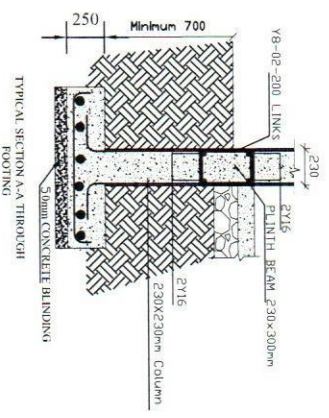
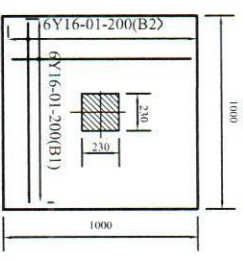
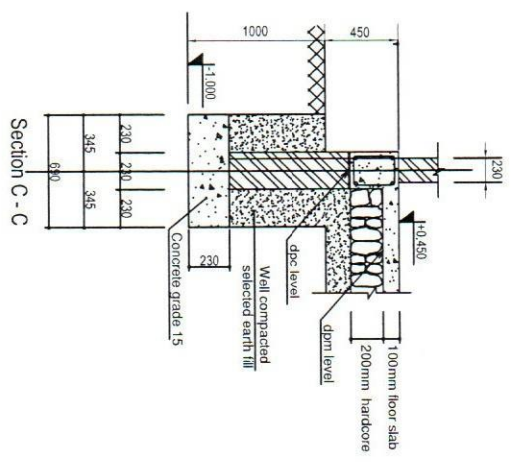
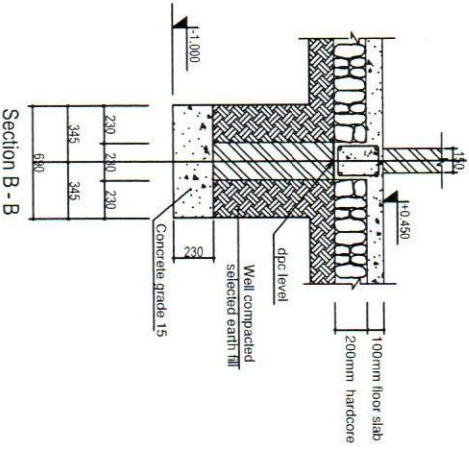
**PROJECT:**  
**PROPOSED REHABILITATION OF HEALTH CENTRE**

**CLIENT:** PRESIDENT'S OFFICE  
 REGIONAL ADMINISTRATION  
 LOCAL GOVERNMENT

MINISTRY OF HEALTH,  
 COMMUNITY DEVELOPMENT,  
 GENDER AND CHILDREN

<b>DRAWING TITLE:</b> STAFF HOUSE FOUNDATION LAYOUT	
Designed by:	Eng. R.A.M
Drawn by:	ENG. MKHOTYA
Checked by:	Eng. R.A.M
Approved by:	
Date:	2018
	Scale:
Drawing No.	STR.101
	Sheet:





**NOTE:**

1. All dimensions are in mm unless otherwise specified
2. All discrepancies shall be referred to the structural engineer
3. Reinforced concrete shall be of grade 25 with  $f_{cu}=25N/mm^2$  at 28 days of age
4. Main reinforcements shall be high tensile steel with  $f_y = 460N/mm^2$
5. Nominal cover to the reinforcements:
  - a) Foundation 50mm
  - b) Column 25mm
  - c) Beam 25mm
  - d) Slab 25mm

**PROJECT:**  
**PROPOSED REHABILITATION OF HEALTH CENTRE**

**CLIENT:**  
 PRESIDENT'S OFFICE  
 REGIONAL ADMINISTRATION  
 LOCAL GOVERNMENT

**MINISTRY OF HEALTH, COMMUNITY DEVELOPMENT, GENDER, ELDERLY AND CHILDREN**

**DRAWING TITLE:**  
 STAFF HOUSE PLINTH BEAM LAYOUT

**Designed by:** Eng. R.A.M

**Drawn by:** Eng. R.A.M

**Checked by:** ENG. A.MKHOTYA

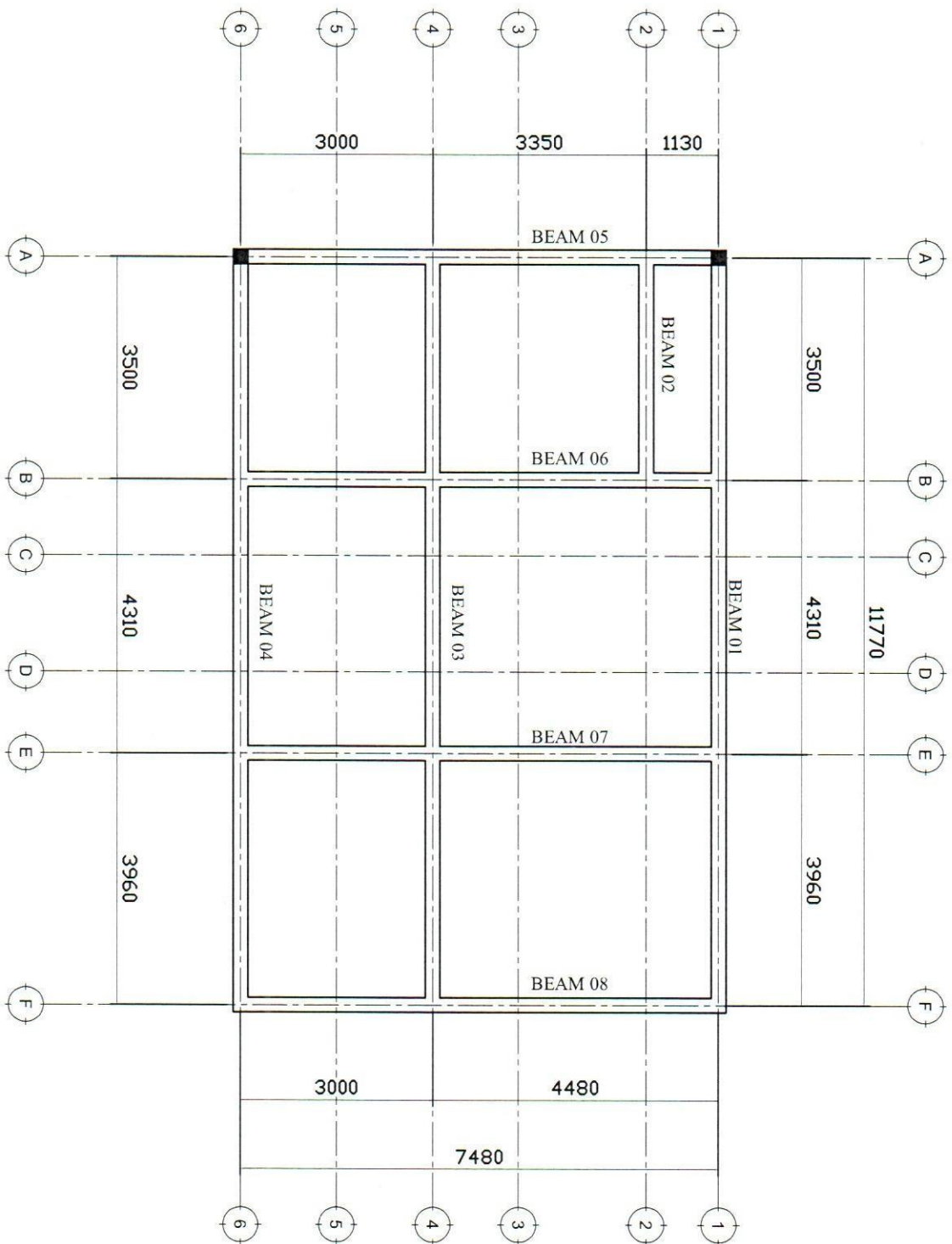
**Approved by:**

**Date:** 2018 **Scale:**

**Drawing No.** STR,102 **Sheet:**

# FOUNDATION DETAILS

# FOUNDATION BEAM LAYOUT



**NOTE:**

1. All dimensions are in mm unless otherwise specified
2. All discrepancies shall be referred to the structural engineer
3. Reinforced concrete shall be of grade 25 with  $f_{cu}=25N/mm^2$  at 28 days of age
4. Main reinforcements shall be high tensile steel with  $f_y = 460N/mm^2$
5. Nominal cover to the reinforcements:
  - a) Foundation 50mm
  - b) Column 25mm
  - c) Beam 25mm
  - d) Slab 25mm

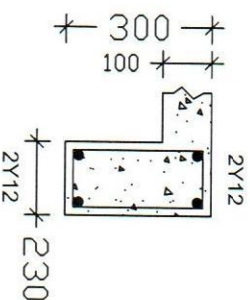
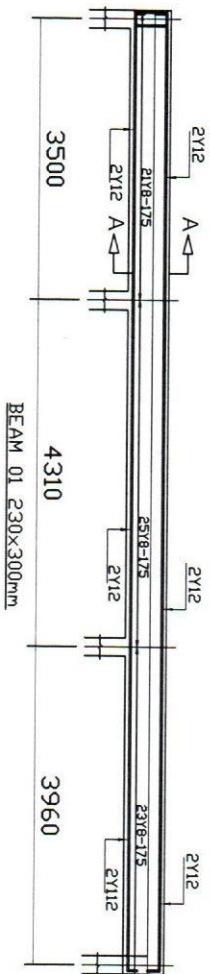
**PROJECT:**  
**PROPOSED REHABILITATION OF HEALTH CENTRES**

**CLIENT:**  
 PRESIDENT'S OFFICE  
 REGIONAL ADMINISTRATION  
 LOCAL GOVERNMENT

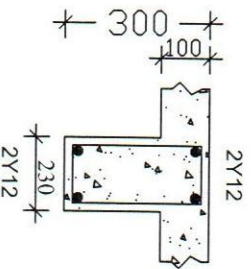
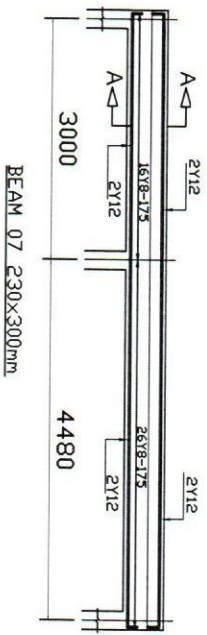
MINISTRY OF  
 HEALTH, COMMUNITY  
 DEVELOPMENT, GENDER,  
 ELDERLY AND CHILDREN

<b>DRAWING TITLE:</b> STAFF HOUSE PLINTH BEAM LAYOUT	
Designed by:	Eng. R.A.M
Drawn by:	Eng. R.A.M
Checked by:	Eng. A. MKHOTYA
Approved by:	
Date:	2018
Scale:	
Drawing No.	STR_103
Sheet:	





**SECTION B-B**



**SECTION AA**

**NOTE:**

1. All dimensions are in mm unless otherwise specified
2. All discrepancies shall be referred to the structural engineer
3. Reinforced concrete shall be of grade 25 with  $f_{cu}=25N/mm^2$  at 28 days of age
4. Main reinforcements shall be high tensile steel with  $f_y = 460N/mm^2$
5. Nominal cover to the reinforcements:
  - a) Foundation 50mm
  - b) Column 25mm
  - c) Beam 25mm
  - d) Slab 25mm

**PROJECT:**  
**PROPOSED REHABILITATION OF HEALTH CENTRES**

**CLIENT:**  
 PRESIDENT'S OFFICE  
 REGIONAL ADMINISTRATION  
 LOCAL GOVERNMENT

MINISTRY OF  
 HEALTH, COMMUNITY  
 DEVELOPMENT, GENDER,  
 ELDERLY AND CHILDREN

**DRAWING TITLE:**  
**STAFF HOUSE PLINTH BEAM DETAILS**

Designed by: Eng. R.A.M

Drawn by: Eng. R.A.M

Checked by: Eng. A.MKOTYA

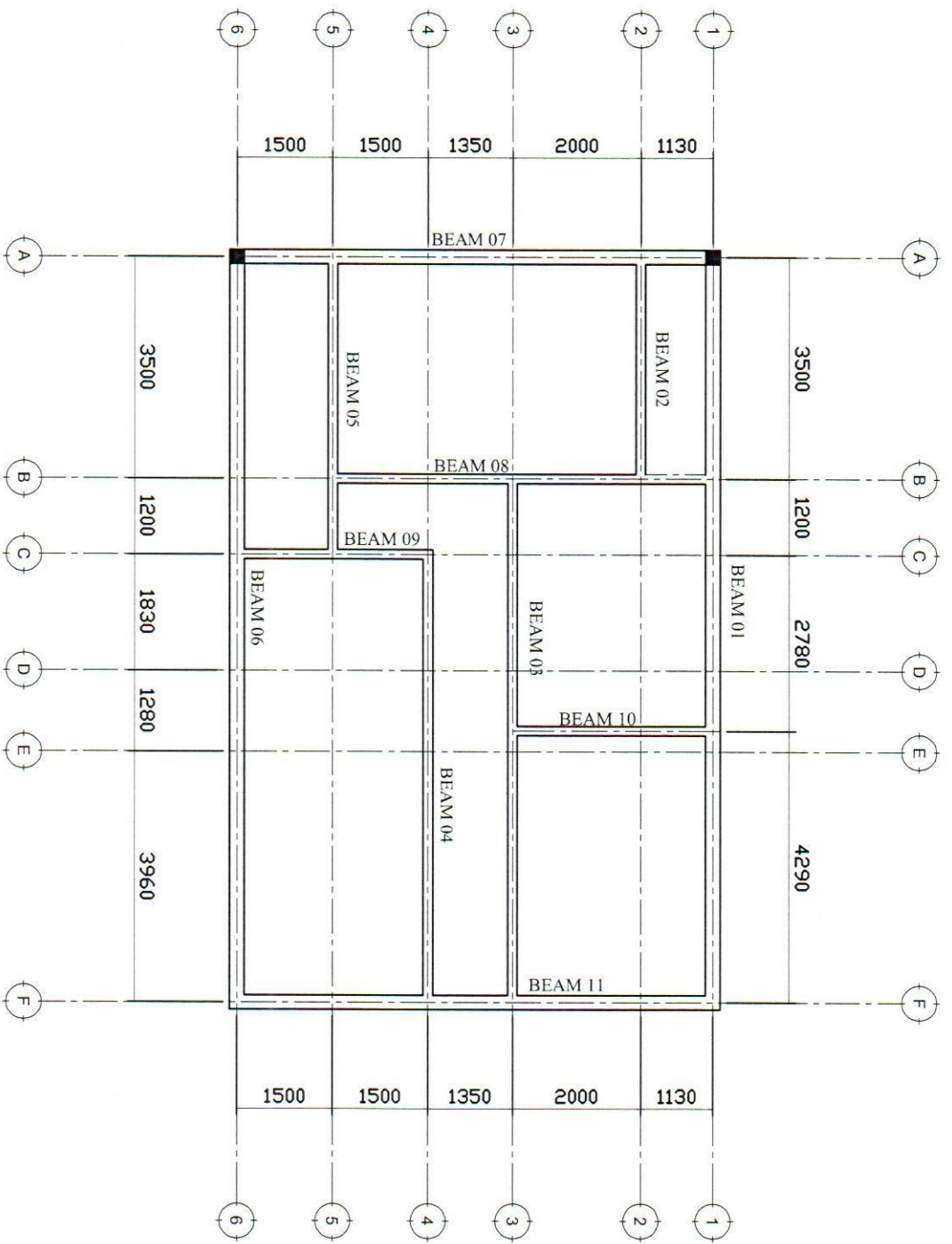
Approved by:

Date: 2018

Scale:

Drawing No. STR.104

Sheet:



## RING BEAM LAYOUT

### NOTE:

1. All dimensions are in mm unless otherwise specified
2. All discrepancies shall be referred to the structural engineer
3. Reinforced concrete shall be of grade 25 with  $f_{cu}=25N/mm^2$  at 28 days of age
4. Main reinforcements shall be high tensile steel with  $f_y = 460N/mm^2$
5. Nominal cover to the reinforcements:
  - a) Foundation 50mm
  - b) Column 25mm
  - c) Beam 25mm
  - d) Slab 25mm

PROJECT:  
**PROPOSED REHABILITATION  
OF HEALTH CENTRES**

CLIENT:  
PRESIDENT'S OFFICE  
REGIONAL ADMINISTRATION  
LOCAL GOVERNMENT

MINISTRY OF  
HEALTH, COMMUNITY  
DEVELOPMENT, GENDER,  
ELDERLY AND CHILDREN

DRAWING TITLE:  
**STAFF HOUSE RINGBEAM  
LAYOUT**

Designed by: Eng. R.A.M

Drawn by: Eng. R.A.M

Checked by: Eng. AMKHOTYA

Approved by:

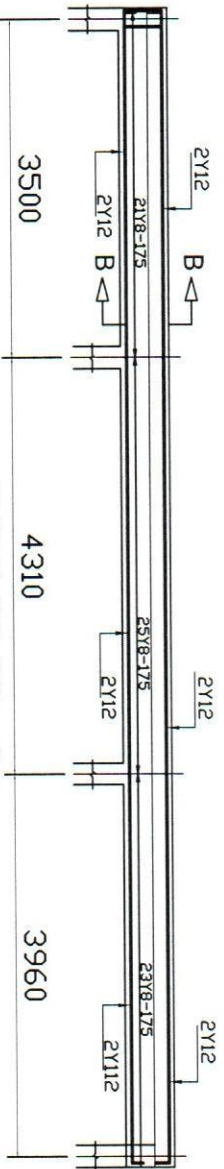
Date: 2018

Scale:

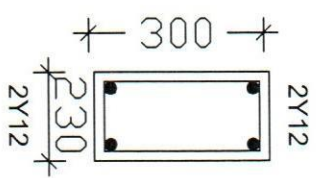
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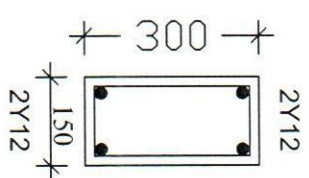
BEAM 01 230x300mm for external walls



SECTION B-B



BEAM 03 150x300mm For Internal walls



SECTION A-A

**NOTE:**

1. All dimensions are in mm unless otherwise specified
2. All discrepancies shall be referred to the structural engineer
3. Reinforced concrete shall be of grade 25 with  $f_{cu}=25N/mm^2$  at 28 days of age
4. Main reinforcements shall be high tensile steel with  $f_y = 460N/mm^2$
5. Nominal cover to the reinforcements:
  - a) Foundation 50mm
  - b) Column 25mm
  - c) Beam 25mm
  - d) Slab 25mm

PROJECT:  
**PROPOSED REHABILITATION OF HEALTH CENTRES**

CLIENT:  
PRESIDENT'S OFFICE  
REGIONAL ADMINISTRATION  
LOCAL GOVERNMENT

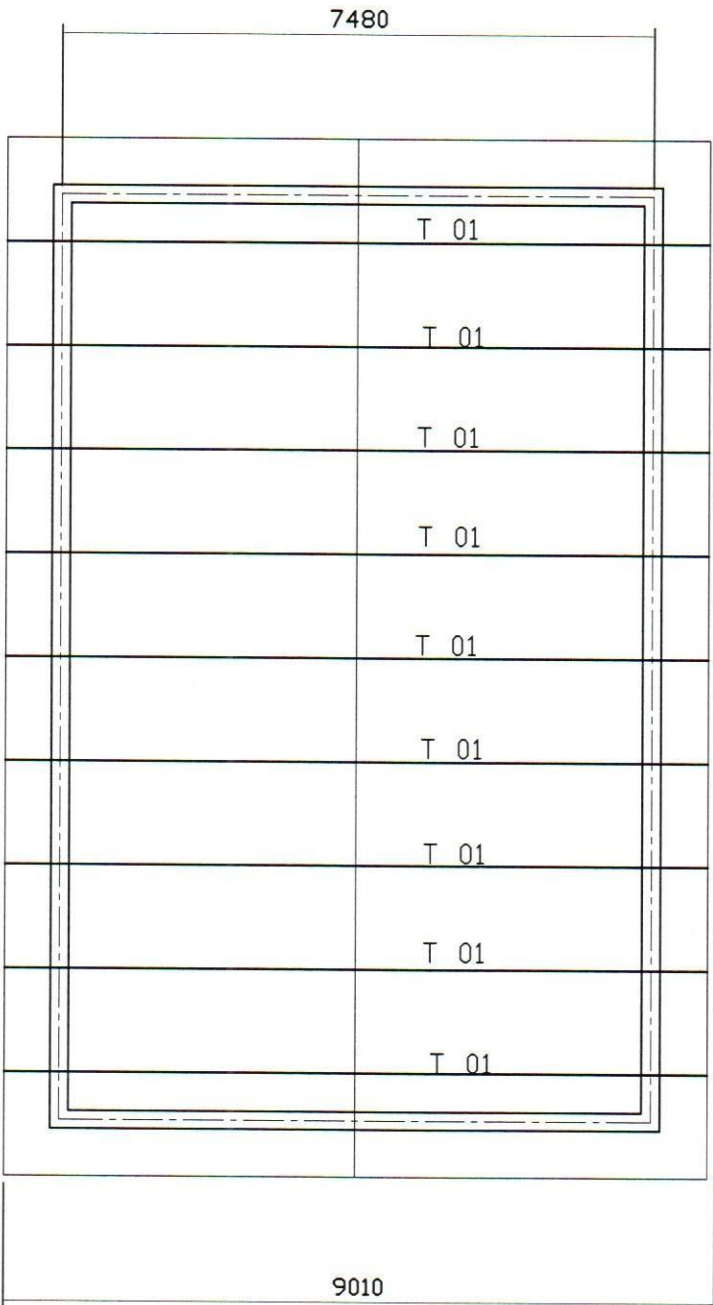
MINISTRY OF  
HEALTH, COMMUNITY  
DEVELOPMENT, GENDER,  
ELDERLY AND CHILDREN

DRAWING TITLE:  
**STAFF HOUSE RING BEAM DETAILS**

Designed by:	Eng. R.A.M
Drawn by:	Eng. R.A.M
Checked by:	Eng. A.MKHOTYA
Approved by:	
Date:	2018
Drawing No.	STR.106
Scale:	
Sheet:	

13200

1320 1320 1320 1320 1320 1320 1320 1320 1320 1320 1320 1320



1320 1320 1320 1320 1320 1320 1320 1320 1320 1320 1320

**NOTE:**

1. All dimensions are in mm unless otherwise specified
2. All discrepancies shall be referred to the structural engineer
3. Reinforced concrete shall be of grade 25 with  $f_{cu}=25N/mm^2$  at 28 days of age
4. Main reinforcements shall be high tensile steel with  $f_y = 460N/mm^2$
5. Nominal cover to the reinforcements:
  - a) Foundation 50mm
  - b) Column 25mm
  - c) Beam 25mm
  - d) Slab 25mm

**PROJECT:**  
**PROPOSED REHABILITATION OF HEALTH CENTRES**

**CLIENT:**  
 PRESIDENT'S OFFICE  
 REGIONAL ADMINISTRATION  
 LOCAL GOVERNMENT

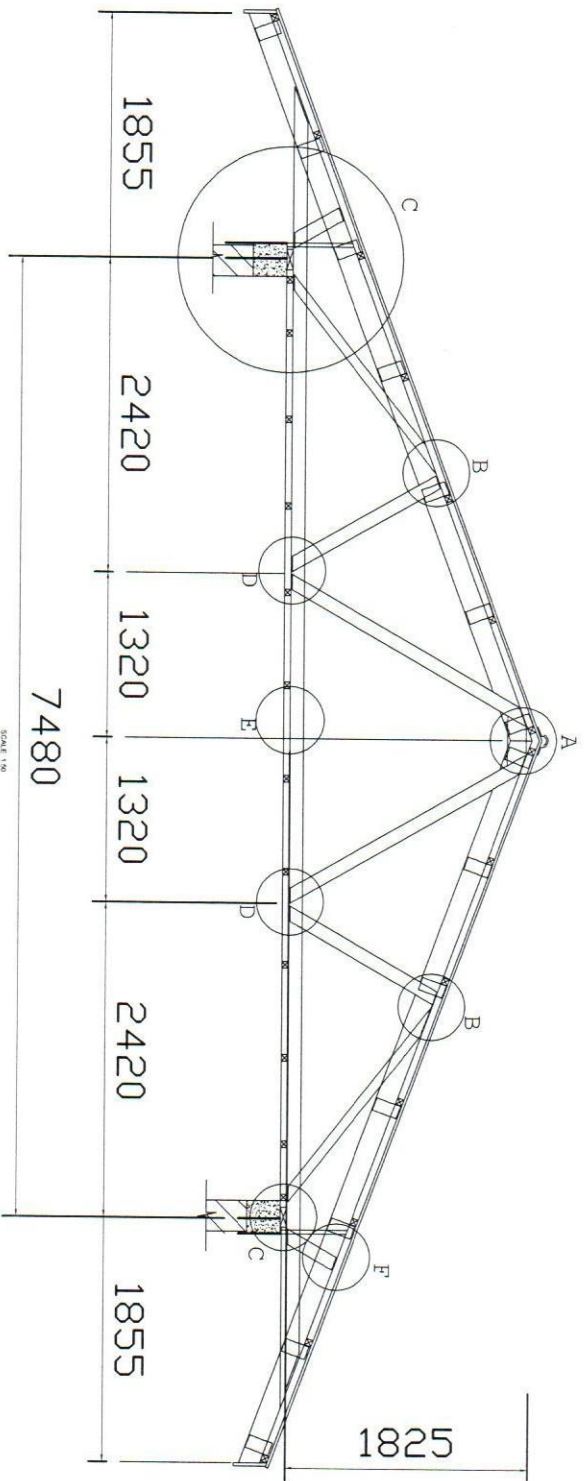
MINISTRY OF  
 HEALTH, COMMUNITY  
 DEVELOPMENT, GENDER,  
 ELDERLY AND CHILDREN

**DRAWING TITLE:**

**TRUSS LAYOUT**

Designed by:	Eng. R.A.M
Drawn by:	Eng. R.A.M
Checked by:	Eng. A.MKHOTYA
Approved by:	
Date:	2018
Scale:	
Drawing No.	STR.107
Sheet:	





TYPICAL ROOF TRUSS T01 ; 9Nos.

**NOTE:**

1. All dimensions are in mm unless otherwise specified
2. All discrepancies shall be referred to the structural engineer
3. Reinforced concrete shall be of grade 25 with  $f_{cu}=25N/mm^2$  at 28 days of age
4. Main reinforcements shall be high tensile steel with  $f_y = 460N/mm^2$
5. Nominal cover to the reinforcements:
  - a) Foundation 50mm
  - b) Column 25mm
  - c) Beam 25mm
  - d) Slab 25mm

**PROJECT:**  
 PROPOSED  
 REHABILITATION OF  
 HEALTH CENTRES

**CLIENT:**  
 PRESIDENT'S OFFICE  
 REGIONAL ADMINISTRATION  
 LOCAL GOVERNMENT

MINISTRY OF  
 HEALTH, COMMUNITY  
 DEVELOPMENT, GENDER,  
 ELDERLY AND CHILDREN

**DRAWING TITLE:**  
 STAFF HOUSE TRUSS  
 DETAILS

Designed by: Eng. R.A.M

Drawn by: Eng. R.A.M

Checked by: Eng. A. MKOTYA

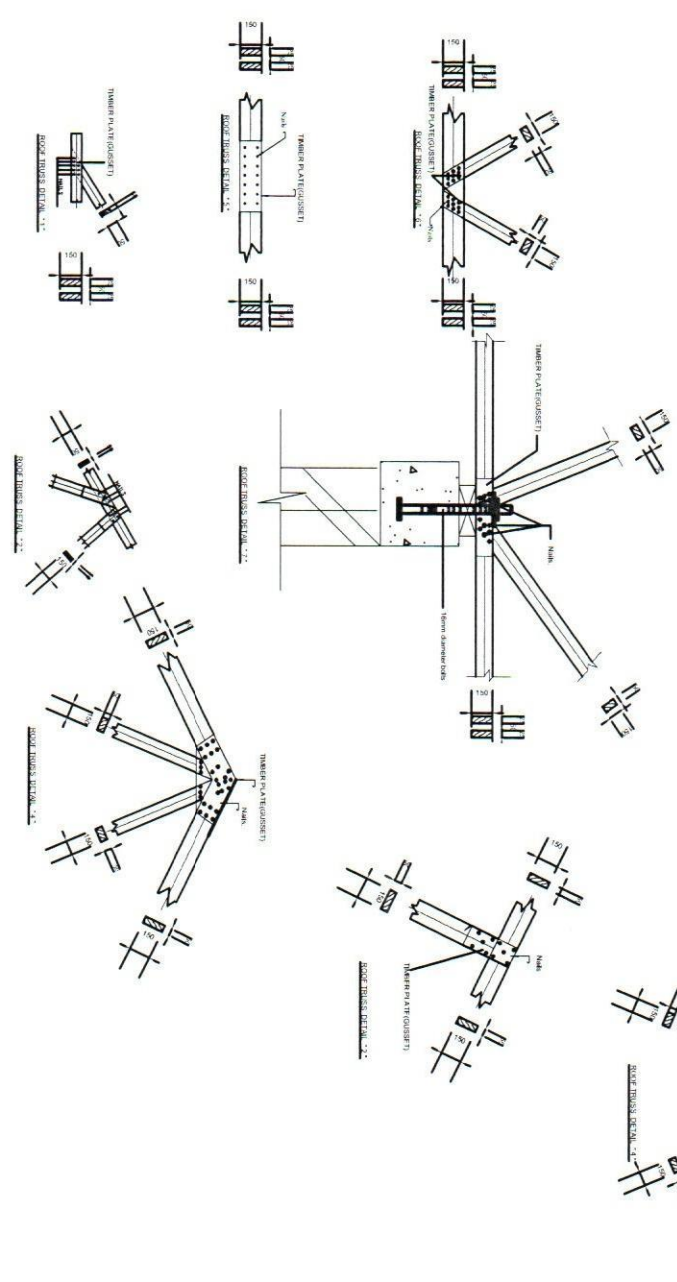
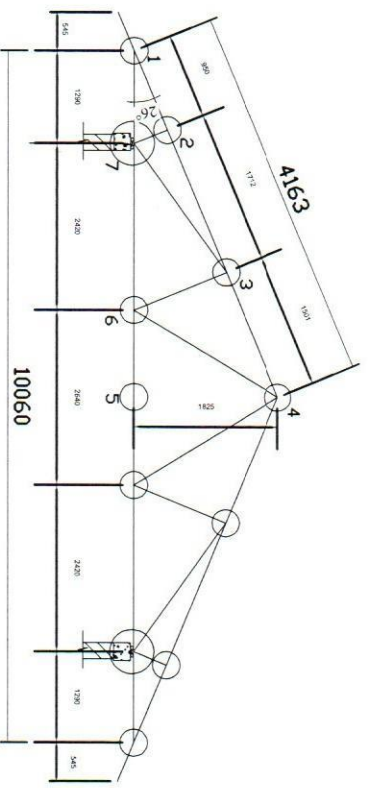
Approved by:

Date: 2018

Scale:

Drawing No. STR.108

Sheet:



**NOTE:**

1. All dimensions are in mm unless otherwise specified
2. All discrepancies shall be referred to the structural engineer
3. Reinforced concrete shall be of grade 25 with  $f_{cu}=25N/mm^2$  at 28 days of age
4. Main reinforcements shall be high tensile steel with  $f_y = 460N/mm^2$
5. Nominal cover to the reinforcements:
  - a) Foundation 50mm
  - b) Column 25mm
  - c) Beam 25mm
  - d) Slab 25mm

**PROJECT:**  
**PROPOSED REHABILITATION OF HEALTH CENTRES**

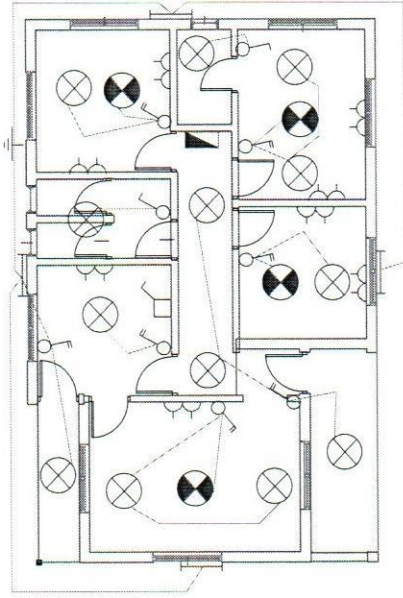
**CLIENT:**  
 PRESIDENT'S OFFICE  
 REGIONAL ADMINISTRATION  
 LOCAL GOVERNMENT

MINISTRY OF  
 HEALTH, COMMUNITY  
 DEVELOPMENT, GENDER,  
 ELDERLY AND CHILDREN

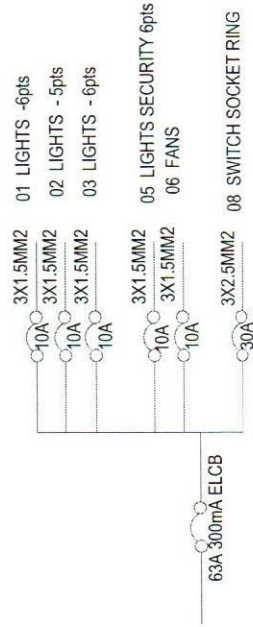
**DRAWING TITLE:**  
**STAFF HOUSE TRUSS DETAILS AND CONNECTIONS**

Designed by:	Eng. R.A.M
Drawn by:	Eng. R.A.M
Checked by:	Eng. A. MKHOTYA
Approved by:	
Date:	2018
Drawing No.	STR.109
Sheet:	






























6WAYS SPN DISTRIBUTION BOARD STH



Building Section Policy and Planning Department, Ministry of Health, Community Development, Gender, Elderly and Children 6 Samora Machel Avenue P.O. Box 9083, Dar es Salaam Tel +25522234000/5 Fax +255222137591	Approved	NO	Description	Date	CLIENT:- PRESIDENT OFFICE, REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT, PROJECT:- PROPOSED HEALTH CENTER	ELECTRICAL PLAN STAFF HOUSE Project No Date 4 FEB, 2018 Drawn by EEC Checked by EEC Scale 1 :100

ELECTRICAL SYMBOLS

	Fluorescent light fitting Single tube 1200mm		Water pump /		Extract fan
	Fluorescent light fitting twin tube 1200mm		20A Double pole switch		
	Incandescent lamp		Telephone outlet direct line		
	6A 1gang 1way switch		Telephone outlet extension line		
	6A 2gang 1way switch		TV outlet		
	6A 3gang 1way switch		Ceiling mounted fan		
	6A 3gang 1way switch		Fan regulator		
	6A 1gang 2way switch		Earthing		
	6A 2gang 2way switch		Miniature Circuit Breaker with rating		
	6A 3gang 1way switch		Moulded Case Circuit Breaker with rating		
	13A Switch socket outlet single				
	13A Switch socket outlet twin				
	Distribution board or Consumer unit as applicable				
	cooker control unit				

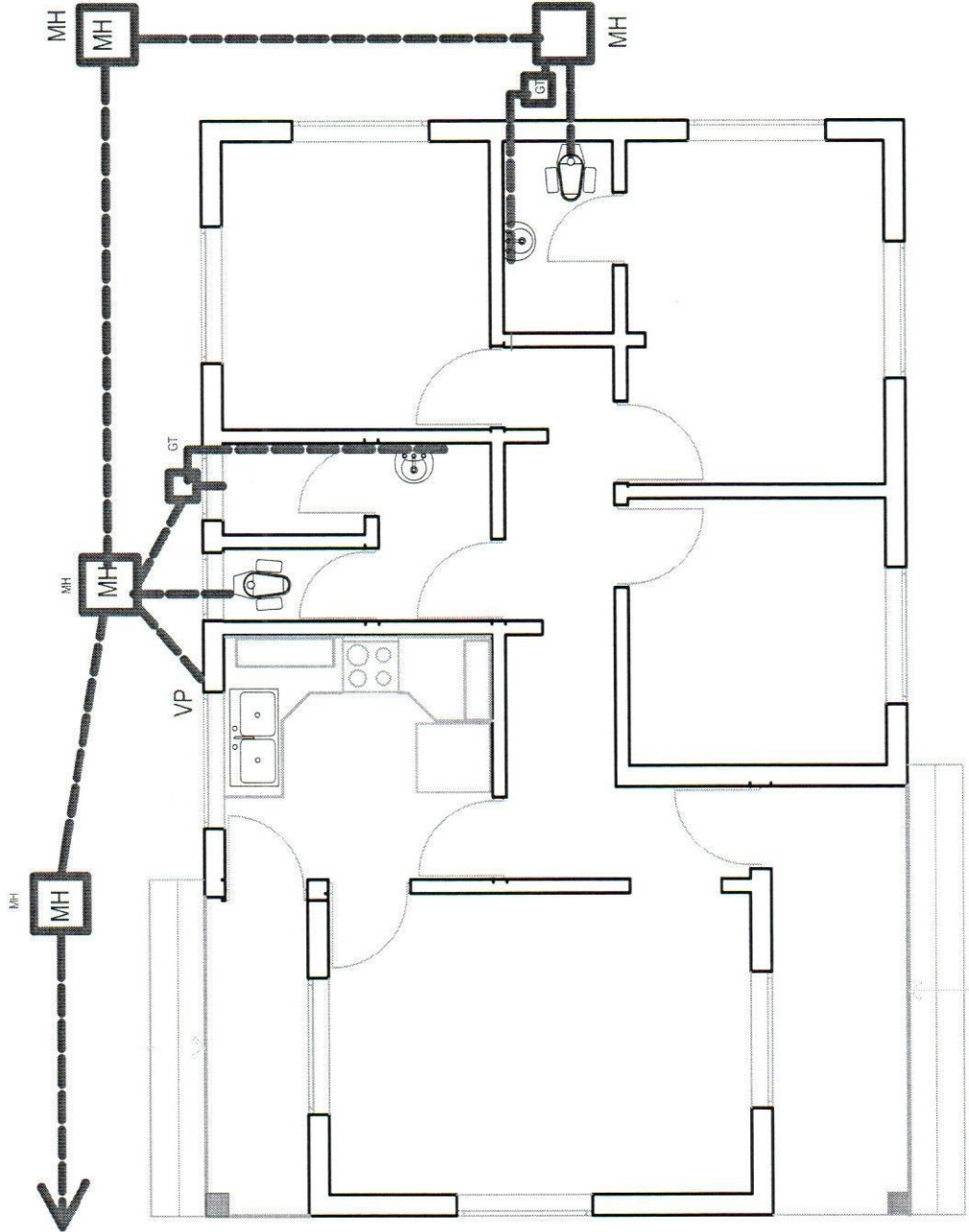
ELECTRICAL ABBREVIATIONS

SWA Steel Wire Armoured  
 SPN Single Phase & Neutral  
 TPN Three Phase & Neutral  
 DB Distribution Board

Building Section Policy and Planning Department, Ministry of Health, Community Development, Gender, Elderly and Children 6 Samora Machel Avenue P.O. Box 9083, Dar es Salaam Tel +25522234000/5 Fax +255222137591	Approved	NO	Description	Date	CLIENT:- PRESIDENTS OFFICE, REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT.	ELECTRICAL PLAN ELECTRICAL SYMBOLS
					PROJECT:- PROPOSED HEALTH CENTER	



To Septic tank and soak away pit



**KEY**

**DRAIN**



**MANHOLES**



**GULLY TRAP**

Building Section  
 Planning and Development  
 Ministry of Health, Community Development,  
 Gender, Elderly and Children,  
 University of Dar es Salaam,  
 P.O. Box 743,  
 Dar es Salaam.

NO.	Description	Date

CLIENT  
 PRESIDENT OFFICE,  
 REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT,  
 PROJECT  
 PROPOSED HEALTH CENTRES

STAFF HOUSE Drainage	
PROJECT NO.	
DATE FEB. 2018	
DRAWN BY SUDI	
CHECKED BY SUDI	



PID - 201800003993

BID - 6038

TFN. 226  
(Rev. 2/96)



JAMHURI YA MUUNGANO WA TANZANIA

## LESENI YA BIASHARA

**B 3821903**

(Imetolewa chini ya Sheria ya Leseni za Biashara Na. 25 ya Mwaka  
1972 marekebisho ya mwaka 1980 na masharti yaliyo nyuma)

\*Futa isiyotakiwa.

1. Ofisi iliyotolewa HALMASHAURI YA JIJI - TANGA
2. Nambari ya Ushuru wa mapato 119 - 698 - 847
3. Leseni imetolewa kwa GIN & MS CONTRACTORS LTD  
kuendesha biashara ya CIVIL WORKS CONTRACTOR CLASS  
katika Wilaya/Kanda\* ya TANGA Mtaa CENTRAL
4. Ni ya Shina/Tawi\* PI 10/2 UB II  
Ada Sh. 502000/- Nambari ya Stakabadhi 109082  
ya tarehe 02/09/2021
5. Mpya inaendeleza\* muda wa Leseni Na 03234456  
ya tarehe 29/07/2020

(ii) Muda wa leseni hii utaishia 30 Juni 20 22

Tarehe 03/09/2021

GP-Dsm

  
Sahiti na Mshauri wa Mtaaji Leseni  
TANGA



TANZANIA



Certificate of Incorporation

Section 15

No 96705

I HEREBY CERTIFY THAT


**GN & MS CONTRACTORS LIMITED**

is this day incorporated under the Companies Act, 2002 and that the Company is Limited.

Given under my hand at Dar es salaam

this 29TH day of **JANUARY**

**TWO THOUSAND AND THIRTEEN**

  
Asst. Registrar of Companies



No. 4750

CONTRACTORS REGISTRATION BOARD  
**CERTIFICATE OF REGISTRATION**

*This is to Certify that*

***GN & MS Contractors Limited***

*is registered as*

**CIVIL WORKS CONTRACTOR**

**Class Five**

Registration No. **C5/0624/05/2013** Category **Local**

*In accordance with the provisions of The Contractors Registration  
Act No. 17 of 1997*

*In witness whereof the common seal has been affixed*

hereto on this **3<sup>rd</sup>** day of **May, 2013**

Registrar



Chairman

*This certificate is held subject to the By-laws made under the Act.*



CTIN. 0220124



## TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION  
FOR  
TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2015)

**THIS IS TO CERTIFY THAT**  
**GN & MS CONTRACTORS LIMITED.**

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

**119-698-847**

WITH EFFECT FROM: **07 February 2013**

TRA LOCATION: **TANGA**

TAX OFFICE: **TANGA CITY**

PHYSICAL LOCATION: **PLOT No. 10/2 BLOCK No. KBII**

STREET / AREA: **INDEPENCDE AVENUE**

A handwritten signature in black ink, appearing to read 'Elijah G. Mwandumba', is written over the printed name.

ELIJAH G. MWANDUMBYA

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF



# GN & MS CONTRACTORS LTD

P.O. BOX 597, Tel No: +255 712 100 388

Mobile: +255 764 101 738 / +255 784 684 300 / +255 713 884 841

Independence Avenue; Plot No KB ii 10/2



## ANTI BRIBERY POLICY

GM & MS CONTRACTORS LTD recognize that corruption has a devastating impact on social and economic development of any country. We share in the growing global consensus that action is needed to strength transparency and accountability particularly in international development, trade and investment.

GM & MS CONTRACTORS LTD therefore pledges to support the efforts of the Government of the United Republic of Tanzania to participate, along with the contractors Registration Board, with other members of the business community and financial instructions in forming a coalition against corruption.

GM & MS CONTRACTORS LTD welcomes the action taken by the Government to strengthen transparency and accountability. In this context, we will.

- a) Not offer or give bribes or other form in document to any public official in connection with works.
- b) Not permit any one (whether our employee or an independent commission agent) to do so on our behalf.
- c) Will make full disclosure in our bids of the beneficiaries of payment relating to the works to any person other than our employee but including bonus payments, which may be made to employee (such disclosure being made under terms of commercial confidentiality of the company so requires).
- d) Formally undertake to ensure instructions to all our employee and agents or other representatives in Tanzania directing them at all times to comply with the Laws of inducement to officials, whether directly or indirectly.

Authorized Signature: .....



Authorized and Title Signature: **MWEDADI SALEHE (Mananaina Director)**





## GN & MS CONTRACTORS LTD

P.O. BOX 597, Tel No: +255 712 100 388  
Mobile: +255 764 101 738 / +255 784 684 300 / +255 713 884 841  
Independence Avenue; Plot No KB ii 10/2  
TANGA - TANZANIA



### WORK HEALTH AND SAFETY POLICY

#### Obligations

GN&MS contractor management is firmly committed to health and safety policy enabling all work activities to be carried out safely, and with all possible measures taken to remove (or at least reduce) risks to the health, safety and welfare of workers, contractors, authorized visitors, and anyone else who may be affected by our operations.

We are committed to ensuring we comply with the *Occupational Health and Safety (OSHA) Act no. 5-2003*, the *Occupational Health and Safety Regulations* and applicable Codes of Practice, Local and International Standards as far as possible.

#### Responsibilities

##### Management:

Will provide and maintain as far as possible:

- a safe working environment
- safe systems of work
- plant and substances in safe condition
- facilities for the welfare of workers
- information, instruction, training and supervision that is reasonably necessary to ensure that each worker is safe from injury and risks to health

- a commitment to consult and co-operate with workers in all matters relating to health and safety in the workplace
- a commitment to continually improve our performance through effective safety management.


**Workers:**

Each worker has an obligation to:

- comply with safe work practices, with the intent of avoiding injury to themselves and others and damage to plant and equipment
- take reasonable care of the health and safety of themselves and others
- wear personal protective equipment and company uniform where necessary
- comply with any direction given by management for health and safety
- not misuse or interfere with anything provided for health and safety
- report all accidents and incidents on the job immediately, no matter how trivial
- report all known or observed hazards to their supervisor or manager

**Application of this policy**

We seek the co-operation of all workers, customs and other persons. We encourage suggestions for realizing our health and safety objectives to create a safe working environment with a zero accident rate.

Policy authorized by:   
Managing Director

Date: 16/06/2021  
Review date: 17/06/2022






MEMORANDUM (Format 2)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013 as amended in 2016.)

This company **GN & MS CONTRACTORS LTD** has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers.

Authorized Signature: \_\_\_\_\_



Name and Title of Signatory: **MWEDA DISALEHE (Managing Director)**



Name of Tenderer: **GN & MS CONSTRUCTORS LTD**

Address: **P.O.BOX 597 - TANGA**

Each Tenderer must submit a statement, as part of the tender documents, with either of the following format

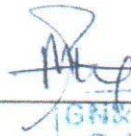
MEMORANDUM (Format 1)

*(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013 as amended in 2016.)*

This company **GN & MS CONTRACTORS LTD** places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub-contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached.

Authorized Signature: \_\_\_\_\_



GN&MS CONTRACTOR LTD.  
P.O. BOX 597 - TANGA  
TINNO. 119-698-847

Name and Title of Signatory: **MWEDADI SALEHE (Managing Director)**

Name of Tenderer: **GN & MS CONSTRUCTORS LTD**

Address: **P.O.BOX 597 - TANGA**



**THE COMPANIES ACT 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

**GN & MS CONTRACTORS LIMITED**

Incorporated this .....day of ..... 2013

Drawn by:  
George Nyamhanga Mhagachi  
(Subscriber)  
P. O. Box 729  
TANGA

TANZANIA  
Stamp Duty Shs. 5000/-  
PAID ON ORIGINAL  
Receipt No. 31453 of 28/01/2013  
Stamp Duty Officer

THE COMPANIES ACT 2002  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
GN & MS CONTRACTORS LIMITED

TANZANIA  
Stamp Duty Shs. 2500/- Paid  
Receipt No. 31453 of 28/01/2013  
Asst. Registrar of Companies

1. The name of the Company (herein called "the Company") is the GN & MS CONTRACTORS LIMITED.
2. The registered office of the Company shall be situated in Tanzania.
3. The objects for which the Company is established are:
  - (a) To engage in building and civil engineering works and to construct, erect, fabricate, execute, build, carry out, equip, alter, repair, remodel, decorate, maintain, demolish, develop improve, maintain, furnish, administer, manage or control, grade, curve, pave, macadamize, cement and maintain buildings, structures, houses, apartments, townships, multi-storeyed housing/commercial complexes, layouts, landscapes, hospitals, hotels, resorts, schools, places of worship, highway roads, paths, streets, sideways, seaports, airports, bridges, canals, reservoirs, power projects gardens, flyovers, subways, pavements, and to carry on the business as manufacturer, exporters, importers, contractor, subcontractor, seller buyer, agent of wind mills, components and parts and to erect, construct lay down, enlarge, alter and maintain any shops, stores, factories, buildings, works, ways, plant and machinery necessary or convenient for the Company's food supplies and production business, and to contribute to or subsidize the erection, construction and maintenance of any of the above, and to establish, purchase or otherwise acquire, run, conduct and operate cold storage warehouse, dry Storage-warehouse, bonded warehouses for the preservation, storage and treatment of merchandise, machinery, food products, farm products, cereals and seeds and all other articles whether manufactured or not both the foreign and indigenous production or manufacture, and in all of the above act as developers, contractors or agents thereof;
  - (b) To carry on in Tanzania or elsewhere the business of leveling of paving work and to build, construct and repair railways, waterways, electrical/mechanical, electronic works, tunnels, wharves, canals, reservoirs, embankments, tanks, aqueducts, ports, marine drainage, piers, docks, water works, drainage works, light houses, power houses, irrigation, reclamations, sewage drainage, sanitary, water, waste gas, electric lights, telephonic, telegraphic, television installations and power works, hotels, water-houses, markets, bazaars, places of amusements, pleasure grounds, parks, swimming pools, water sewage and effluent plants, dairies, furnaces, saw mills, crushing works, hydraulic works, tanneries, factories, mills, industrial structures, floor and to do all kinds of excavating, dredging and digging work to make all kinds of iron, steel, wood, glass,



machinery, and earth construction to design devise, decorate plan model and to furnish labour and all kinds of materials to supervise construction or other work;

- (c) To carry on in Tanzania or elsewhere the business of contractors and agents, carriers and merchants, real estate valuation, property development and management anywhere in world and to deal with all kinds of immovable properties, free-hold or lease hold or having any other right, interest or shares attached to them whether belonging to the Company or not;
- (d) To carry on the business of buying, selling or lease-holding the lands, buildings, flats both commercial and residential, agricultural farms and other immovable properties in Tanzania or abroad and collect rent and income thereof;
- (e) To acquire, build, alter, maintain, enlarge, remove, pull down, or replace and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engine, roadways, tramway, railways, branches or sidings, bridges, reservoirs, water courses, wharves, electric works and such other works and conveniences, which may seem necessary to advance the interests of the company and to join with any other such person or company in doing any of these things, and to operate as a construction contractor and agent and provide construction services including construction of buildings, roads, and bridges, and engage in factory constructions and industrial equipment installations;
- (f) To carry on the business of mine owners, manufacturers, importers and exporters of, traders and sellers in particular china clay, ball clay, quartz, felspar, fire clay, gypsum, bauxite, granite, stalite, bentonite, silliminite, dolomite, magnesite, calcite, lime stone chrome, zirconium, graphite, manganese, red oxide, yellow ochre, lisselghure or other associate minerals and chemicals needed for manufacturing, producing and dealing in all ceramic products particularly pottery products and refractory products such as fire bricks, silica refractories, insulating refractories, magnesite refractories, fire cements and mortars, bricks, tiles, sewer pipes, drain pipes, lime, cement, artificial stones, glass and enamel products and such other products, articles and things made synthetically or made, composed or prepared, wholly or in part of any mineral or such other substance or substances thereof;
- (g) To provide educational services and supplies including construction, owning, managing and running educational institutions including primary schools, secondary schools and technical and higher educational institutions and related entities, and to carry on the business of tour and travel service providers and operators, car hire services, cultural safaris and area photographing, travel and ticketing agency, property and real estate management services, real estate agents and hotel operators, managers and booking services, and engage in the business of general supplies and provision of services;
- (h) To expend money in experimenting on and testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire, and in the exercise or enforcement of such rights and remedies to make and from time to time to rescind



alter or vary any arrangements and agreements with respect to any such exploitation of such works in regard to the mode, periods or extent in for or to which and the terms on which any such exploitation of such works may be made or employed, and to collect and receive and give effectual discharges for all royalties, fees and other monies payable under any such agreements or arrangements or otherwise in respect of any such exploitation by all necessary actions or other proceedings, and to recover such royalties, fees and other monies, and to restrain and recover damages for the infringement by means of any such exploitation as aforesaid of the copyrights of such works or any other rights of the proprietors or of the Company on their behalf in respect of such works, and to release, compromise or refer to arbitration any such proceedings or actions or any other disputes or differences in relation to the premises;

- (i) To obtain from the proprietors such assignments, assurances, powers of attorney or other authorities or instruments as may be deemed necessary or expedient for enabling the Company to exercise and enforce in its own name or otherwise all such rights and remedies as aforesaid, and to execute and do all such assurances, agreements and other instruments and acts as may be deemed necessary or expedient for the purpose of the exercise or enforcement by the Company of such rights and remedies as aforesaid;
- (j) To distribute the net monies received by the Company in the exercise of the foregoing powers, after making provision thereout for the expenses and liabilities of the Company incurred in such exercise or in otherwise carrying out the purposes and operations of the Company and for any contributions or payments for any of the purposes specified in the next following sub-clause hereof, amongst the proprietors entitled thereto in accordance with the rules to be for the time being in force with respect to the distribution thereof;
- (k) To grant gratuities, donations, pensions and emoluments to any Member or ex-Member of the Company or any person at any time in the employment of the Company, or engaged in any business acquired by the Company; and the wives, widows, families and dependants of any such persons, and to establish, support subscribe to and aid in the establishment and support of funds, trusts, associations or institutions calculated to benefit Members or ex-Members of the Company or persons employed by or having dealings with the Company;
- (l) To establish any charitable trusts, associations, companies or institutions whose objects shall include any such purpose and be exclusively charitable, and to receive contributions, subscriptions or donations for any of the aforesaid purposes from Members of the Company, employees or others;
- (m) To acquire or undertake the whole or part of the business, property or liabilities of any person or company carrying on any undertaking or business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company, and to enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person, association or company carrying on or engaged in or about to carry on or engage in or any business or transaction which this Company is authorised to carry



on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company;

- (n) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company;
- (o) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its undertaking or business, and to invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined;
- (p) To lend money to such persons and on such terms as may seem expedient and in particular to Members and others having dealings with the Company, and to guarantee the performance of contracts by any such persons, and to borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), and to purchase, redeem, or pay off any such securities;
- (q) To remunerate any person or company for services rendered or to be rendered in placing or guaranteeing the placing of any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business;
- (r) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments, and to sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company;
- (s) To adopt such means of making known the operations of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by publication of books and periodicals;
- (t) To advance money to shareholders and/or members of the company, and other for the purpose of enabling the person borrowing the same to erect or purchase, or enlarge or repair any house or building or to purchase the fee simple or any less estate or interest in, or to take a demise for any term or terms of years of any freehold or leasehold property upon such terms and conditions as the company may think fit;
- (u) To procure and or take or otherwise hold shares in any other company having objects altogether or in part similar to this company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company and to be registered or recognised in any foreign country or place;



- (v) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company whether in buildings or any other assets;
- (w) To appoint any agent or agents for the collection and recovery of any monies receivable by the Company in the exercise of its powers or otherwise for the purpose of the exercise of any of such powers, and to receive fees from any source, and to charge expenses on any professional services rendered, and to invest and deal with the moneys of the company not required immediately, upon such securities and in such manner as may from time to time be determined;
- (x) To obtain any provisional order, ordinance or act of Parliament for enabling the Company to carry out any of its objects into effect, or for affecting any modification of the Company's constitution, or any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the company's interest;
- (y) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others, and to do all other things as may be deemed incidental or conducive to the attainment of the objects or any of them.

And it is hereby declared that:-

The word "Company" in this clause, except where used in reference to this company, shall be deemed to include any partnership or other body of persons whether corporate or incorporate, and whether domiciled in the United Republic of Tanzania or elsewhere.




The object specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no way be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph of the name of the Company but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraph define the objects of the separate and distinct compound.

That the meaning of any general word or words in any paragraph of this clause shall not be restricted by being construed ejusdem generis with any particular word or words in the same paragraph.

4. The Liability of the Members is Limited.
5. The capital of the Company is Tanzania Shillings Ten Million (TShs.10,000,000/=) only divided into Ten Thousand (10,000) ordinary shares of Tanzania Shillings One Thousand (TShs.1,000/=) each, and the Company shall have powers to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of the Company.



We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the company set opposite our respective names.

Names, Addresses, and Description of Subscribers	Number of Shares taken by each Subscriber	Signature
GEORGE NYAMHANGA MHAGACHI P. O. BOX 729 TANGA	4,800	
MWEDADI SALEHE MMBAGA P. O. BOX 597 TANGA	4,800	
ENG. ENOCK WAMBURA WAITARA P. O. BOX 729 TANGA	400	

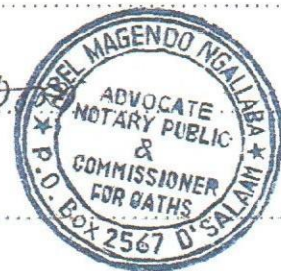
Dated at Dar es Salaam this <sup>18<sup>th</sup></sup> day of <sup>JAN</sup> 2013

WITNESS to the above signatures:-

Signature: 

Postal Address: P. O. BOX 2567

Qualification: ADVOCATE



TANZANIA  
Stamp Duty Shs. 5000/= PAID ON ORIGINAL  
Receipt No. 31453 of 28/01/2013  
Stamp Duty Officer

THE COMPANIES ACT 2002  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
GN & MS CONTRACTORS LTD  
PRELIMINARY

TANZANIA  
Stamp Duty Shs. 2500/= PAID  
Receipt No. 31453 of 28/01/2013  
Asst. Registrar of Companies

1. In these regulations:-

"The Act" means the Companies Act 2002 of the laws of Tanzania.

When any provision of the Act is referred to, the reference is that provision as modified by any law for the time being in force.

Unless the context otherwise requires, the expressions defined in the Act or any statutory modification thereof in force at the date which these regulations become binding on the company, shall have the meaning so defined.

Any words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females, and the words importing persons shall include bodies corporate, partnership, firms, cooperatives, societies, and so forth.

The regulations of the Companies Act 2002 shall not apply to the company, save in so far as they are varied or excluded hereby, but in case of any conflict between the provisions herein, and the provisions under this regulation the former shall prevail, and in addition to substitution shall be the regulations of the company.

**PRIVATE COMPANY**

2. The Company is a Private Company and accordingly:-

- (a) The right to transfer shares is restricted in manner hereinafter prescribed.
- (b) The number of members of the company (exclusive of persons who are in the employment of the company and of persons who have been formerly in the employment of the company were while in such employment to be the member of the company) is limited to fifty, provided that where two or more persons hold one or more shares in the company jointly they shall for the purpose of this regulation be tested as a single member.
- (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
- (d) The Company shall not have power to issue share warrants to bearer.

**SHARE CAPITAL**

3. The capital of the Company is Tanzania Shillings Ten Million (TShs.10,000,000/=) only divided into Ten Thousand (10,000) ordinary shares of Tanzania Shillings One Thousand (TShs.1,000/=) each, with power of the Company to increase or reduce the



said capital and to issue any part of its capital, original or increased with or without any special, qualified, preference or deferred rights and privileges or conditions as to capital, dividends, rights of voting or other matters, but so that any such rights, privileges or conditions shall not be altered or modified except in accordance with the Articles of Association of the Company for the time being in force.

#### SHAREHOLDER RIGHTS

4. Subject to the provisions of the Act, and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may by ordinary resolution determine.
5. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with consent in writing of the holders of the three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Regulations relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy, one-third of the issued shares of the class and that of any holder of shares of the class present in person or by proxy may demand a poll.
6. The rights conferred upon the holders of the shares of any class shall not be, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

#### SHARE CERTIFICATES

7. Every member, upon becoming the holder of any shares, shall be entitled to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all the shares of each class held by him (and upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid thereon.
8. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of expenses reasonably incurred by the Company in investigating evidence as the directors may determine, but otherwise free of charge, and (in the case of defacement or wearing out) on delivery of the old certificate.

#### LIEN

9. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share; but the directors may at any time declare any share to be



wholly or in part exempt from the provisions of this regulation. The Company's lien if any on a share shall extend to any amounts payable in respect of it.

10. The Company may sell, in such manner as the directors determine, any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice in writing has been given to the holder of the share, or the person entitled thereto by reason of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with, the shares may be sold.
11. To give effect to any such sale, the directors of may authorize some person to transfer the shares sold to or in accordance with the directors of the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or individuality in the proceedings in reference to the sale.
12. The net proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue if any shall (upon surrender to the Company for cancellation of the Certificate for the shares sold and subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares, at the date of the sale.

#### CALLS ON SHARES

13. The directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call, and each member shall (subject to receiving at least fourteen clear days notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
14. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed. A call may be required to be paid by installments.
15. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
16. If a call remains unpaid after it has become due and payable, the person from whom the sum is due shall pay interest on the amount unpaid from the day it became due and payable to the time of actual payment at the rate fixed by the term of allotment of the share or, if no rate is fixed, at a rate not exceeding five percent per annum as the Directors may determine, but the Directors may waive payment of such interest in wholly or in part.
17. The amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an installment of a call, shall be deemed to



be a call and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.

18. Subject to the terms of allotment, the directors may differentiate between the holders as to the amount of calls to be paid and the times of payment.
19. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance become payable) pay interest at such direct rate not exceeding (unless the Company in a general meeting direct otherwise) six percent per annum as may be agreed upon between the Directors and the members paying such sum in advance.

## TRANSFER OF SHARES

20. The instrument of transfer of any share shall be in any usual form or any other form which the Directors may approve and shall be executed by or on behalf of the transferor and the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
21. The Directors may in their discretion and without assigning any reason thereof refuse to register the transfer of any share to any person who it shall in their opinion be undesirable for any reason whatsoever to admit to membership.
22. Subject to clauses 2 and 3 hereof the right to members to transfer their shares shall be restricted as follows;
  - (a) No share shall be transferred to a person who is not a member so long as any member or any person selected by the Directors as one who it is desirable in the interest of the company to admit to membership.
  - (b) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such shares and every personal representatives of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board of Directors of the Company as his agent for the sale of the said shares to any member or members of the company at the price to be agreed upon between the party giving such notice and the board, or in case of difference to be determined by the Auditor of the Company.
  - (c) Upon price of such shares being agreed on a determined as per clause (b) above, the board shall forthwith give notice to such of the shareholders other than the shareholders desiring to sell or transfer the said shares, stating the number and price of such share inviting the person to whom notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any, if so what maximum number of such shares. At the expiration of such 21 days notice the board shall apportion such shares among shareholders (if more than one) who shall have expressed their desire to purchase number of shares already held by them respectively, or if there be only one such shareholder, that the whole of such shares be sold to be, provided no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice.



Upon such apportionment being made or such one shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective shareholders or to single shareholder who shall have agreed to purchase the same.

### INCREASE OF CAPITAL

23. The Company may from time to time by ordinary resolution increase its share capital by such sum to be divided into shares of such amount as the resolution shall prescribe.
24. The Company may by ordinary resolution direct the new shares, or any of them shall be offered in the first instance either at par or at premium to the then members or to the holders of any class of shares of the class or group held by them respectively or make any other provisions as to the issue of new shares.
25. All new shares shall be subject to the provisions of these Articles of Association with reference to payment of calls, lien, transfer, transmission, for forfeiture and otherwise and unless otherwise provided in accordance with powers contained in these Articles of Association, shall be ordinary shares.

### ALTERATIONS OF CAPITAL

26. The Company may by ordinary resolution:-
  - (a) Increase its share capital by new shares of such amount, as the resolution prescribes;
  - (b) Consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares;
  - (c) Cancel any share which, at the date of the passing of the resolution, have not been taken, or agreed to be taken by any person, and diminish the amount of its capital by the amount of the shares so cancelled.And by special resolution:-
  - (d) Reduce its capital or any capital redemption reserve fund or any share premium account in any manner authorized by the Act.
27. The Company may by ordinary resolution convert any paid up shares into stock, and reconvert any stock into paid up shares of any denomination.

### GENERAL MEETINGS

28. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next.
29. All general meetings other than annual general meetings shall be called extraordinary general meetings.
30. Every general meeting shall be called by twenty-one (21) clear days notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business and in the case of an annual general meeting, shall specify the meeting as such.



Provided that a meeting of the Company may be called by shorter notice if so agreed:-

- (a) In the case of an annual general meeting, by all members entitled to attend and vote thereat;
  - (b) In the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 90% in nominal value of the shares giving that right.
31. The accidental omission to give notice to or the non-receipt of notice by any member shall not invalidate the proceedings at any general meeting.

#### PROCEEDINGS OF THE GENERAL MEETINGS

32. All business shall be deemed special that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, and the reports of the Directors and Auditors, the election of Directors, in the place of those retiring and the appointment of and the fixing of remuneration of Auditors.
33. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Both members present either personally or by proxy shall form a quorum.
34. If within half an hour from the time appointed for the meeting, a quorum is not present, or if during the course of the meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day at such other time and place as the members may determine.
35. The Chairman if any, of the Board of Directors, or in his absence, some other Director nominated by the members shall preside as Chairman of the general meeting.
36. The Chairman may, with the consent of the meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days notice and the general nature of the business must be given.
37. At any general meeting a resolution put to the vote of the general meeting shall be decided on a show of hands.
38. A declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority, or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be evidence of that fact.
39. In the case of an equality of votes, the Chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
40. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall have the effect as if it had been passed at a general meeting duly convened



and held, and may consist of several instruments in the like form each executed by or on behalf of one or more members.

#### VOTES OF MEMBERS

41. Subject to any rights or restrictions attached to any share or class of shares, on a show of hands every member (being an individual) present in person or (being a corporation) present by duly authorized representative, not being himself a member entitled to vote, and on a poll, every member shall have one vote for each share of which he is the holder.
42. The instrument appointing a proxy shall be in writing, in the usual form, executed by or on behalf of the appointer or of his attorney, duly authorized in writing or if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the Company.

#### DIRECTORS

43. Until otherwise determined by the company in General Meeting, the Directors shall not be less than two (2) and not more than Seven (7) in number.

The following persons shall be the first Directors of the Company:-

1. **GEORGE NYAMHANGA MHAGAH**
2. **MWEDADI SALEHE MMBAGA**

44. The shareholding qualification for Directors may be fixed by the Company in a General Meeting, and unless and until so fixed no qualification shall be required.
45. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be four (4).
46. A resolution in writing signed by all the Directors then in Tanzania shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
47. The Company, may in a general meeting, from time to time increase or reduce the number of directors.
48. The Directors shall be paid out of the funds of the Company by way of remuneration for their services, such sum as the Company in a general meeting may from time to time determine. The Directors shall also be paid all reasonable travelling, hotel and other expenses incurred by them in connection with attending and returning from Board Meetings or otherwise in connection with the business of the Company.
49. The Directors may appoint one or more of their number to the office of Managing Director or to any other executive office under the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of ordinary duties of a Director. Any such appointment, agreement or arrangement may be made on such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director, but without prejudice to any claim to damages for breach of the Contract of service between the Director and the Company. A



Managing Director and a Director holding any other executive office shall not be subject to retirement by rotation.

50. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 209 of the Act.

#### DISQUALIFICATION OF A DIRECTOR

51. The office of Director shall be vacated if the Director:-
- (a) Ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
  - (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) Becomes of unsound mind; or
  - (d) Resigns his office by notice in writing to the Company; or
  - (e) Shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated.
52. The Company may by ordinary resolution, of which special notice has been given in accordance with Section 144 of the Act, remove any Director before the expiration of his period of office withstanding anything in these articles or in any agreement between the Company and the Director. Such removal shall be without prejudice to any claim the Director may have for damages for breach of any service contract with the Company.

#### POWERS AND DUTIES OF DIRECTORS

53. Subject to the provisions of the Act, the Memorandum and Articles of Association and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum and Articles of Association and no such directions shall invalidate any prior act of the Directors which would otherwise have been valid.

#### BORROWING POWERS

54. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
55. The Directors may secure the repayment or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or part of the property and assets of the Company present or future including its uncalled capital for the time being, or by the issue at such price as they may think fit, of bonds or debentures either charged upon the whole or any part of the property and assets of the company or not so charged or in such other way as the Directors may think expedient.



56. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts of moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Directors shall from time to time determine by resolution.

#### PROCEEDINGS AT DIRECTORS MEETINGS

57. Subject to the provisions of the Articles, the Directors may regulate their meetings as they think fit. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary at the request of the Director shall, call a meeting of Directors.
58. The quorum for a meeting of the Directors for business shall unless otherwise fixed by the Directors, be two (2).
59. Any or all of the Directors or any members of a committee or subcommittee of the Board, may participate in a meeting of the Board or that committee or subcommittee by means of a conference telephone, video conferencing or any communication equipment which allows all persons participating in the meeting to hear and speak to each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and to be counted in the quorum.
60. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
61. The Directors may appoint any one of their number to be a Chairman of the Board of Directors and determine the period for which he to hold office. The Director so appointed shall preside at every meeting of Directors at which he is present. But if no such Chairman is appointed, or if he is unwilling to preside, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to chair the meeting.
62. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and held, and may consist of several documents in the like form, transmitted by fax or email and each signed by one or more Directors.
63. All acts done by any meeting of Directors, or of a committee of Directors, or by any person acting as a Director, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any such Director, or person acting as aforesaid, or that they or any of them were disqualified or vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

#### SEAL

64. The Directors shall provide for the safe custody of the seal. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of at least three Directors or two Directors and a Secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.



### ALTERNATE DIRECTORS

65. Any director shall have power to nominate any person to act or attend as alternate Director during his absence or during his inability so to act. Such Directors shall be subject in all respects to the terms and conditions existing with reference to the other Directors and such Alternate Director shall exercise and discharge all the duties of Director whom he represents.
66. Unless otherwise decided by the Directors, the quorum necessary to transact business of the Directors shall be three Directors personally present.

### SECRETARY

67. The Secretary shall be appointed by the Board for such terms at such remuneration and upon such condition as it may think fit, and any Secretary so appointed may be removed by the Board.

### MINUTES

68. The Directors shall cause minutes to be made in books kept for the purpose:
  - (a) Of all appointments of officers made by the Directors;
  - (b) Of the names of the Directors present at each meeting of the Directors and of any committees of the Directors;
  - (c) Of all resolutions and proceedings at all meetings of the Company, of the holders of any class of shares in the Company, and of the Directors, and of committees of Directors.

### DIVIDENDS AND RESERVES

69. Subject to Section 180 of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Directors.
70. Subject to the provisions of the Act, Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company available for distribution.
71. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, at the like discretion, either be employed in the business of the Company or invested in such investments (other than the shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve, carry forward any profits which they may think prudent not to divide.
72. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid on the shares in respect of which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.



## CAPITALISATION OF PROFITS AND RESERVES

73. The Directors may, with the authority of an ordinary resolution of the Company resolve to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the Profit and Loss Account or otherwise available for distribution and that such sum be capitalized to the members who have been entitled to it were it distributed by way of dividend and in the same proportions and apply such sum unpaid on any shares held by such members respectively or in paying up in full unissued shares or debentures of the Company to be allotted and distributed.

## ACCOUNTS

74. The Directors shall cause proper books of accounts to be kept with respect to:-
- (a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
  - (b) All sales and purchases of goods by the Company; and
  - (c) The assets and liabilities of the Company.
75. The books of account shall at least once a year lay before the Company in a general meeting a Profit and Loss Account and a Balance Sheet containing a general summary of the capital, the assets and the liabilities of the Company arranged under suitable heads, both made up to a date not more than six months before the meeting.
76. The copy of the Company's annual accounts to be laid before the Company in the general meeting together with a copy of the Directors' Report and the Auditors' Report shall not less than twenty one (21) days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company.

## AUDIT

77. The Company shall at each annual general meeting appoint an Auditor or Auditors to hold office until the next ensuing annual general meeting. The Auditors' Report shall be read before the Company at the Annual General Meeting and shall be open to inspection by a member. The auditors' duties shall be regulated by the Act.

## WINDING UP

78. With the sanction of a special resolution of the shareholders, any part of the assets of the Company including any shares in other Companies may be divided between the members of the Company in special or may be vested in Trustees for the benefit of such members and the liquidation of the company may be closed and the company dissolved but so that no member shall be compelled to accept any shares whereupon there is any liability.

## ALTERATION OR ADDITION

79. Subject to the provisions of the Act and to those contained in the Memorandum of Association, the Company may by Special Resolution make alteration or addition and the alteration or addition so made shall be as valid and effectual as if originally






contained in those articles and be subject in like manner to alteration by Special Resolution.

#### INDEMNITY

80. Every Director, Managing Director, Agent, Auditor, Secretary and other Officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or is in connection with any application in which relief is granted to him by the Court.

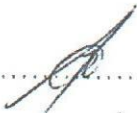
#### ARBITRATION

81. If and whenever any dispute or difference shall arise between the Company and any of the members or their respective representatives touching upon the construction or meaning of any of the Articles herein contained or any act, matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising hereunder or arising out of the relation existing between the parties by reasons of these articles or the Act, such differences shall (unless a sole arbitrator be agreed upon) forthwith be referred to the arbitration of 3 arbitrators, one to be appointed by each party and the third to be appointed by the first two or, in the event of failure to agree within Arbitration Act Cap. 15 or any then existing statutory modifications or re-enactment thereof shall apply.

Names, Addresses, and Description of Subscribers	Number of Shares taken by each Subscriber	Signature
GEORGE NYAMHANGA MHAGACHI P. O. BOX 729 TANGA	4,800	
MWEDADI SALEHE MMBAGA P. O. BOX 597 TANGA	4,800	
ENG. ENOCK WAMBURA WAITARA P. O. BOX 729 TANGA	400	

Dated at Dar es Salaam this 18<sup>th</sup> day of JAN 2013

WITNESS to the above signatures:

Signature: 

Postal Address: P.O. BOX 2567

Qualification: ADVOCATE

