

**MKATABA WA UWEKEZAJI NA UENDESHAJI WA BUSTANI YA JIJI "CITY PARK"
HALMASHAURI YA JIJI LA MBEYA.**

Mkataba huu umefanyika leo tarehe 21 ya mwezi Mei Mwaka 2021

KATI YA

HALMASHAURI YA JIJI LA MBEYA, S.L.P 149 Mbeya ambaye kwa madhumuni ya Mkataba huu atajulikana kama **MWAJIRI** kwa upande mmoja.

NA

BABITO TRADING COMPANY LTD, S.L.P 1688 Mbeya ambaye katika mkataba huu atajulikana kama **MWEKEZAJI** kwa upande wa pili.

KWA KUWA mwajiri ameridhia mwekezaji apewe kazi ya uwekezaji na uendeshaji wa Bustani ya Jiji (City park)

KWA KUWA mwekezaji amekubali kuingia mkataba na mwajiri wa kuwekeza na kuendesha Bustani ya Jiji (City park)

KWA HIYO PANDE ZOTE MBILI ZINAKUBALIANA NA KUWEKA MASHARTI YATAKAYOLINDA MAKUBALIANO YA MKATABA HUU KAMA IFUATAVYO:-

1. MUDA WA MKATABA

- i. Mkataba huu utakuwa na muda wa maandalizi wa miezi sita (6) ambapo mwekezaji atatakiwa kujenga miundombinu itakayotumika katika mradi. Muda wa maandalizi utanza kuhesabiwa kuanzia tarehe ya kusainiwa mkataba.
- ii. Mkataba huu utakuwa ni wa miaka kumi (10) kuanzia tarehe 21/05/2021 hadi tarehe 21/05/2031

2 MAHALI PA KAZI

Mwekezaji atawekeza katika eneo la Bustani ya Jiji kiwanja namba 31 kitalu G iliyopo kata ya Sisimba mtaa wa Sokoine Mbeya mjini lenye ukubwa wa Hekta 3.67

3. GHARAMA YA MKATABA

Gharama ya mkataba kwa muda wa uwekezaji wa miaka kumi itakuwa ni Tsh. 563,106,865.65 (Milioni mia tano sitini na tatu mia moja na sita elfu mia nane sitini na tano na senti sitini na tano) kwa mchanganuo ufuatao;

i.	Mwaka wa kwanza	=Tsh.4,000,000.00 x 12 (Miezi) = Tsh. 48,000,000.00
ii.	Mwaka wa pili	= Tsh 4,140,000.00 x 12 (Miezi) = Tsh. 49,680,000.00
iii.	Mwaka wa tatu	= Tsh.4,284,900.00 x 12 (Miezi) = Tsh. 51,418,800.00
iv.	Mwaka wa nne	= Tsh.4,434,871.50 x 12 (Miezi) = Tsh. 53,218,452.00
v.	Mwaka wa tano	= Tsh.4,590,092.00 x 12 (Miezi)= Tsh. 55,081,104.00
vi.	Mwaka wa sita	= Tsh 4,750,745.22 x 12 (Miezi) = Tsh. 57,008,942.64
vii.	Mwaka wa saba	= Tsh.4,917,021.31 x 12 (Miezi) = Tsh. 59,004,255.72
viii.	Mwaka wa nane	= Tsh.5,089,117.05 x 12 (Miezi) = Tsh.61,069,404.60

- ix. Mwaka wa tisa = Tsh.5,267,236.15 x 12 (Miezi) = Tsh.63,206,833.80
- x Mwaka wa kumi =Tsh. 5,451,589.41 x 12 (Miezi) = Tsh. 65,419,072.92

4 TARATIBU ZA MALIPO

- i. Mwekezaji atatakiwa kuweka dhamana ya uwekezaji ya Tsh.12, 000,000.00 (milioni kumi na mbili tu) ikiwa ni sawa na marejesho ya miezi mitatu ya mwaka wa kwanza wa uwekezaji. Dhamana hii itatumika muda wote wa mkataba.
- ii. Mwajiri atalazimika kutumia dhamana ya uwekezaji pale ambapo mwekezaji atashindwa kulipa kiasi cha fedha alichohadi kurejesha Halmashauri ya Jiji la Mbeya.
- iii. Kutakuwa na nyongeza ya 3.5% ya gharama ya mkataba kwa kila mwaka ambapo Mwekezaji atatakiwa kumlipa mwajiri marejesho ya kila mwezi kwa mchanganuo ufuatao;
 - a) Mwaka wa kwanza =Tsh.4,000,000 (1+3.5%)⁰ =Tsh. 4,000,000.00 kila mwezi
 - b) Mwaka wa pili = Tsh.4,000,000 (1+3.5%)¹=Tsh. 4,140,000.00 kila mwezi
 - c) Mwaka wa tatu = Tsh.4,000,000 (1+3.5%)² =Tsh. 4,284,900.00 kila mwezi
 - d) Mwaka wa nne = Tsh.4,000,000 (1+3.5%)³ =Tsh. 4,434,871.50 kila mwezi
 - e) Mwaka wa tano = Tsh.4,000,000 (1+3.5%)⁴ =Tsh. 4,590,092.00 kila mwezi
 - f) Mwaka wa sita =Tsh.4,000,000 (1+3.5%)⁵ = Tsh. 4,750,745.22 kila mwezi
 - g) Mwaka wa saba =Tsh.4,000,000 (1+3.5%)⁶ =Tsh. 4,917,021.31 kila mwezi
 - h) Mwaka wa nane =Tsh.4,000,000 (1+3.5%)⁷ = Tsh.5,089,117.05 kila mwezi
 - i) Mwaka wa tisa =Tsh.4,000,000 (1+3.5%)⁸ = Tsh. 5,267,236.15 kila mwezi
 - j) Mwaka wa kumi =Tsh.4,000,000 (1+3.5%)⁹ = Tsh. 5,451,589.41 kila mwezi
- iv. Mkataba hautakuwa na mabadiliko tofauti ya bei zilizotajwa

5. MAPITIO YA MKATABA

Mkataba huu utakuwa na mapitio "contract review" kila baada ya miaka mitatu (3) juu ya uendeshaji wa mradi.

6. TARATIBU ZA UENDESHAJI NA UWEKEZAJI

Mwekezaji atatakiwa kuwasilisha kwa mwajiri taarifa ya ujenzi wa miundombinu kama ilivyowasilishwa kwenye andiko la mradi. Mabadiliko yoyote ya uwekezaji hayataruhusiwa hadi kibali cha mwajiri.

7. MAJUKUMU YA MWEKEZAJI

Katika mkataba huu mwekezaji atakuwa na wajibu na majukumu yafuatayo;

- i. Mwekezaji atatakiwa kujenga miundombinu yote ya mradi kwa gharama zake kama ilivyosanifiwa na kuwasilishwa kwa mwajiri. Pia atawajibika kusimamia na kuendesha shughuli zote za mradi kwa gharama zake
- ii. Mwekezaji atalipia gharama zote za uwekezaji na uendeshaji katika muda wote wa mkataba.
- iii. Mwekezaji atawajibika kutumia mfumo wa ukusanyaji wa mapato wa Serikali kwa ujumla (GePG).
- iv. Mwekezaji atatakiwa kulipa kodi zote zinazotakiwa kulipwa kwa Halmashauri na Serikali kwa ujumla.

- v. Mwekezaji atatakiwa kukabidhi miundombinu na mali za mradi zikiwa kwenye ubora na kufanya kazi na kwamba umiliki utakuwa wa Halmashauri baada ya muda wa mkataba kumalizika. Aidha Mwekezaji atakuwa na haki ya kuomba kuendelea kuendesha mradi kama mpangaji baada ya muda wa mkataba huu kumalizika.
- vi. Mwekezaji atamkinga mwajiri dhidi ya hasara au uharibifu wa upande wa tatu ambapo atamkinga kikamilifu mwajiri wake dhidi ya madeni na hasara zinazotokana na Sheria ya ajira na fidia ya wafanyakazi na kwamba Halmashauri ya Jiji haitahusika na hasara yoyote itakayotokana na mwenendo wa uwekezaji.
- vii. Mwekezaji atatakiwa kutunza mazingira katika eneo la mradi kwa kuzingatia mahitaji na kanuni zote za mazingira kama zinavyoelekezwa na Serikali ya Tanzania.
- viii. Kuzingatia Sheria, kanuni na taratibu za uwekezaji ndani ya Jamhuri ya Muungano wa Tanzania.
- ix. Kulipa kodi ya mwezi kwa kiwango kilichoainishwa katika mkataba huu.

8. MAJUKUMU YA MWAJIRI

Katika mkataba huu mwajiri atakuwa na wajibu na majukumu yafuatayo;

- i. Kumsaidia na kumjengea mwekezaji mazingira rafiki ili afanye uwekezaji wake vizuri.
- ii. Kufanya ukaguzi na kufuatilia mwenendo wa mwekezaji katika utekelezaji wa mkataba huu.
- iii. Kumchukulia hatua za kisheria mwekezaji pindi atakapobainika kufanya uharibifu wa aina yoyote.
- iv. Kumiliki eneo la mradi kiwanja namba 31 kitalu G lililopo kata ya Sisimba mtaa wa Sokoine Mbeya mjini.
- v. Kumiliki miundombinu yote itakayokabidhiwa na mwekezaji baada ya kuisha kwa mkataba huu.

9. UTARATIBU WA KUSITISHA MKATABA

Upande wowote utakuwa na haki ya kuvunja mkataba baada ya kutoa notisi ya maandishi ya siku thelathini (30) kwa upande wa pili.

10. NJIA YA USULUHISHI WA MIGOGORO

Iwapo utatokea mgogoro baina ya pande mbili za mkataba huu, basi mgogoro huo utatatuliwa kwa njia ya majadiliano na majadiliano yakishindikana basi mgogoro huo utawasilishwa Mahakamani.

11. MAWASILIANO

Mawasiliano au maelekezo yoyote yanayohusiana na mkataba huu yatafanyika kwa lugha ya Kiswahili na kwa anuani zilizotajwa katika mkataba huu.

12. SHERIA ZITAKAZOTUMIKA KATIKA MKATABA

Mkataba huu utalindwa na Sheria za Jamhuri ya Muungano wa Tanzania pamoja na Sheria Ndogo za mwajiri.

13. MIUNDOMBINU YA UWEKEZAJI

- (i) Mwekezaji atawekeza kwenye miundombinu ifuatayo;
- a) Mgahawa
 - b) Kilabu cha pombe
 - c) Ukumbi wa mikutano na sherehe
 - d) Eneo la kuoshea magari
 - e) Bwawa la kuogelea
 - f) Vyoo vya kulipia
 - g) Ofisi
 - h) Majengo ya maduka
 - i) Saloon ya kike na kiume
 - j) Bwawa la samaki

(ii) * Miundo mbinu inayotakiwa kujengwa ndani ya Bustani ni miundo mbinu inayohamishika na sio ya kudumu.

14. NYARAKA/VIAMBATISHO VYA MKATABA

Mkataba huu utasomwa pamoja na viambatisho vifuatavyo;

- i. Barua ya kutunuku zabuni
- ii. Andiko la biashara/Mradi
- iii. Muhtasari wa majadiliano
- iv. Nyaraka nyingine zinazohusu mradi
- v. Risiti ya malipo ya fedha ya dhamana ya uwekezaji

HIVYO BASI PANDE ZOTE ZINARIDHIA NA KUKUBALI KUFUNGWA NA MASHARTI YA MAKUBALIANO YA MKATABA, NA ZINAWEKA SAINI ZAO MBELE YA MASHAHIDI Kama ifuatavyo;

1. UPANDE WA MWAJIRI

Mkurugenzi wa Jiji
Jina. Amede A.E, Ng'wanidako

Mstahiki Meya wa jiji
Jina. Dormohamed Issa Rahmat

Saini
S.L.P 149 Mbeya
Namba ya Simu. 0767-581088
Tarehe. 21/05/2021

Saini
S.L.P 149 Mbeya
Namba ya simu. 076704153
Tarehe. 21/05/2021

2. UPANDE WA MWEKEZAJI;

Jina. BENSON S. MBEYA
Saini
Mtaa anaoshi. UZUNIQUMIA
Anuani. BOX 1688 - MBEYA
Namba ya simu. 0756 143624 / 0684 400004
Tarehe. 21/05/2021

Shahidi wa Mwekezaji
Jina. GIVEN ONIA NGASILO
Saini
Mtaa anaoshi. MATHOROFANI
Anuani. BOX 6 MBEYA
Namba ya simu. 0754 598919 / 0767 598919
Tarehe. 21/05/2021





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



34

Unapojibu tafadhali taja:

Kumb.Na MCC/PMU/T.30/V.XIV/34

02/03/2021

Mkurugenzi,
Babito Trading Company Limited,
S.L.P 1688,
MBEYA.

YAH: KUKUTUNUKU ZABUNI NA: LGA/069/2020-2021/NCT/NCS/05 KWA AJILI YA UWEKEZAJI NA UENDESHAJI WA ENEO LA BUSTANI YA JIJI "CITY PARK".

Tafadhali husika na somo tajwa hapo juu,

2 Rejea zabuni yako iliyowasilishwa tarehe 27/11/2020 kwa katibu wa bodi ya zabuni Halmashauri ya Jiji Mbeya kwa ajili ya zabuni tajwa hapo juu na katika kikao cha bodi ya zabuni cha tarehe 17/01/2021 ulipitishwa na kupewa kazi hiyo ya uwekezaji na uendeshaji wa eneo la bustani ya Jiji "City Park" katika Halmashauri ya Jiji Mbeya.

3 Napenda kukujulisha kuwa umeshinda zabuni namba LGA/069/2020-2021/NCT/NCS/05 kwa ajili ya uwekezaji wa eneo bustani ya Jiji "City Park" kwa kipindi cha miaka kumi (10) kwa gharama zifuatazo;


- (i) Mwaka wa kwanza = $4,000,000.00(1+3.5\%)^0 = 4,000,000$ kwa kila mwezi
- (ii) Mwaka wa pili = $4,000,000.00(1+3.5\%)^1 = 4,140,000.00$ kwa kila mwezi
- (iii) Mwaka wa tatu = $4,000,000.00(1+3.5\%)^2 = 4,284,900.00$ kwa kila mwezi
- (iv) Mwaka wa nne = $4,000,000.00(1+3.5\%)^3 = 4,434,871.50$ kwa kila mwezi
- (v) Mwaka wa tano = $4,000,000.00(1+3.5\%)^4 = 4,590,092.00$ kwa kila mwezi
- (vi) Mwaka wa sita = $4,000,000.00(1+3.5\%)^5 = 4,750,745.22$ kwa kila mwezi
- (vii) Mwaka wa saba = $4,000,000.00(1+3.5\%)^6 = 4,917,021.31$ kwa kila mwezi
- (viii) Mwaka wa nane = $4,000,000.00(1+3.5\%)^7 = 5,089,117.05$ kwa kila mwezi
- (ix) Mwaka wa tisa = $4,000,000.00(1+3.5\%)^8 = 5,267,236.15$ kwa kila mwezi
- (x) Mwaka wa kumi = $4,000,000.00(1+3.5\%)^9 = 5,451,589.41$ kwa kila mwezi

4 Unapewa kipindi cha maandalizi cha miezi sita (6) kitachohesabiwa kuanzia tarehe ya mkataba

5 Utatakiwa kulipa fedha taslimu kiasi cha Tsh. 12,000,000/= (Milioni kumi na mbili tu) ikiwa ni dhamana ya utendaji kabla ya kusaini mkataba na kuanza kazi. Aina nyingine ya dhamana haitapokelewa.

6 Unatakiwa kujibu barua hii ya kuwa unakubali au unakataa kazi hiyo ndani ya siku tatu (03) kuanzia tarehe ya barua hii. Mkataba wa kazi utasainiwa baada ya kutekeleza maelekezo yaliyopo kwenye barua hii.

7. Nakutakia utekelezaji mwema,


Amede A.E. Ng'wanidako, MKURUGENZI WA JIJI
MKURUGENZI WA JIJI HALMASHAURI
HALMASHAURI YA JIJI MBEYA

TAARIFA YA KIKAO CHA MAJADILIANO NA MAKUBALIANO KUHUSU
UWEKEZAJI KATIKA ENEO LA MBEYA CITY PARK LINALOMILIKIWA NA
HALMASHAURI YA JIJI LA MBEYAKILICHOFANYIKA TAREHE 21/01/2021

UTANGULIZI

Mnamo tarehe 18/02/2021 Mkurugenzi wa Jiji la Mbeya aliteua timu ya wataalam watatu (3) kufanya majadiliano na mwekezaji aliyependekezwa kuhusiana na uwekezaji wa eneo la bustani ya Jiji (City Park). Wajumbe wa timu hiyo walikuwa wafuatao;

1. Edom Mrumah
2. Tekele.D. Makongo
3. Eng. Yunus Nsegobya

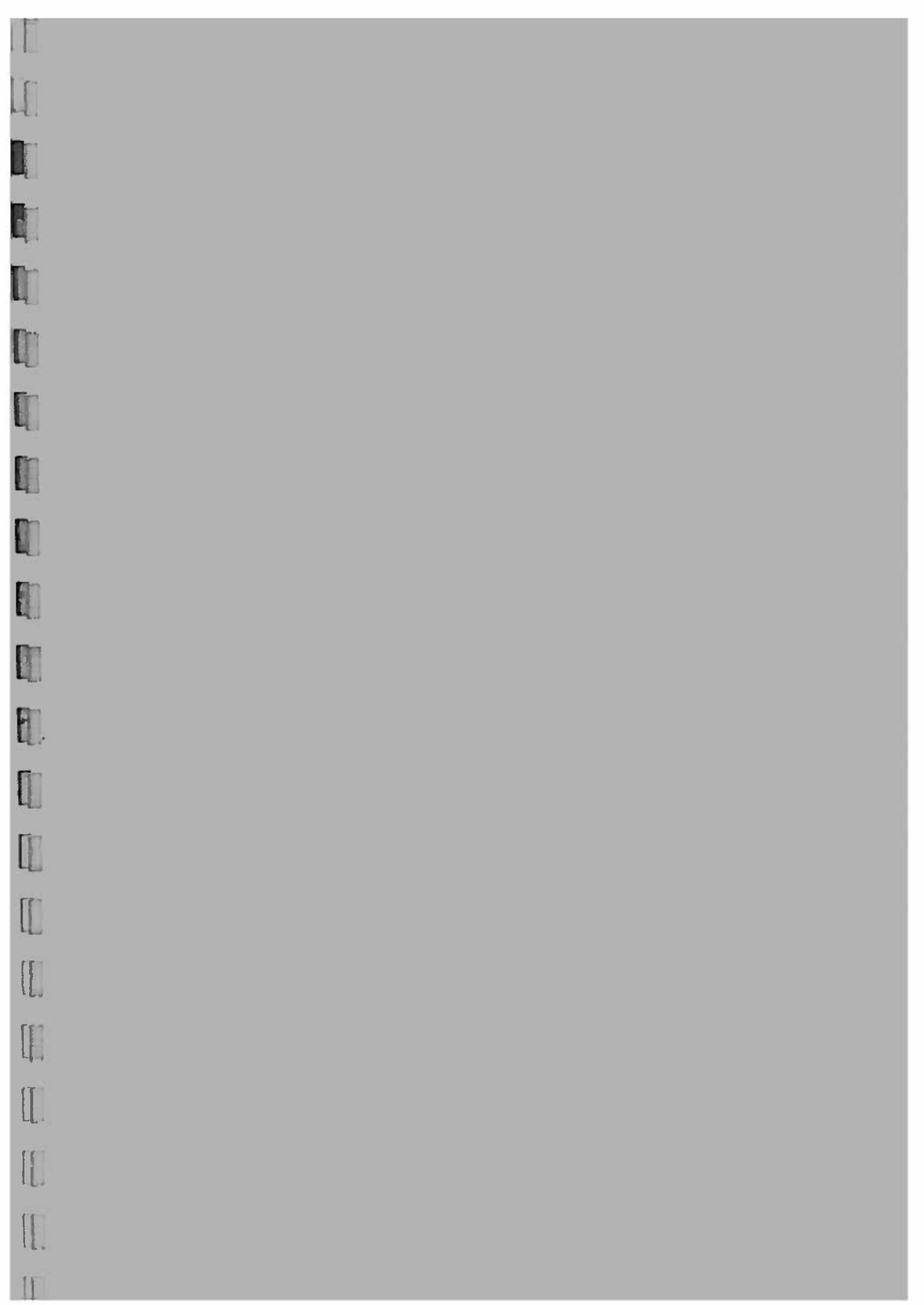
Timu ya majadiliano iliyoundwa na Mkurugenzi ilikaa na mwekezaji aliyepitishwa na Bodi mara baada ya kufanyiwa tathimini (evaluation) kupitia maombi ya "Tender No. LGA/069/2020-2021/NCS/PC/05" na kuonekana kukidhi vigezo. Mwekezaji aliyekabidhiwa kwa majadiliano ni BABITO TRADING COMPANY LIMITED.

HADIDU ZA REJEA (TOR)

Mambo sita (6) ambayo Bodi ilielekeza kwa Timu iliyoteuliwa ikiwa ni msingi wa mjadala utakaofanyika ni kama ifuatavyo:-






- (i) Kuongeza malipo ya kila mwezi kutoka kiasi cha Tshs. 3,000,000/= kufikia Tshs. 5,000,000/= kama bei ya kuanzia kabla ya majadiliano "To increase monthly payment".
- (ii) Bodi ilipendekeza kiasi cha asilimia 5% kitakuwa kikiongezeka kila mwaka wa mkataba. "Annual increment of monthly payment".
- (iii) Kufanya majadiliano kuhusu muda wa uwekezaji wa miaka 15 ambao mwekezaji alikuwa anaomba, bodi ilitoa mapendekezo ya miaka nane (8) hadi kumi kama msingi. (10) "To discuss issues related to Investment duration of 15 years".
- (iv) Kuweka dhamana ya uwekezaji "Performance bond" ya kiasi sawa na miezi mitatu (3)
- (v) Bodi pia ilipendekeza muda wa umiliki mali zisizohamishika kuwa miaka nane (8), pindi mwekezaji atakapo kuwa amezijenga na kumaliza mkataba wake. Baada ya muda huo mali hizo zitakuwa zinamilikiwa na Halmashauri ya Jiji. "Infrastructures ownership after lapse of contract".
- (vi) Bodi ilipendekeza kipindi cha miezi sita (6) kama muda wa malazamio na baada ya hapo mwekezaji atapaswa kuanza kulipa miezi mitatu kwanza kabla ya kuanza. "Grace period".

Maandalizi ya kikao cha kamati ya majadiliano yalifanywa chini ya Mwenyekiti wa timu ndugu, Edom Mrumah ambaye alifanya mawasiliano na mwekezaji na kukubaliana kukutana tarehe 21/01/2021 katika Ofisi za Halmashauri ya Jiji, kitengo cha manunuzi chumba namba 107.



UTAMBULISHO

Tarehe 21/01/2021 kikao cha majadiliano kilifanyika kuanzia majira ya saa 7:20mchana kwa kuhusisha timu toka Halmashauri ya Jiji na mwekezaji ambaye ni Mkurugezi wa BABITO TRADING COMPANY LIMITED pamoja na Mkaguzi wake wa Hesabu (Internal Auditor). Orodha ya majina ya waliohudhuria ni kama ifuatavyo:-

NA.	JINA	CHEO	SIFA	SAINI
1.	Edom Mrumah	Mchumi	Mwenyekiti	
2.	Tekele .D. Makongo	Mhasibu	Katibu	
3.	Yunus Nsegobya	Mhandisi	Mjumbe	
4.	Benson J. Mrema	Mkurugenzi Babito	Mjumbe	
5.	Nicholas Thadei Kiria	Mkaguzi wa ndani Babito	Mjumbe	

Baada ya utambulisho huo, mwenyekiti wa kikao alimshukuru na kumpongeza mwekezaji kwa moyo wa uzalendo na ubunifu alioonyesha kama mzawa wa kuwekeza katika nchi yake na hususani katika Jiji la Mbeya na endapo uwekezaji huu, utaratibiwa vizuri kama ulivyo kwenye "business plan" basi mradi unanafasi kubwa sana ya kulibadilisha Jiji la Mbeya kwa kuwa na eneo nzuri la mapunziko na biashara kwa ujumla. Mwenyekiti wa kikao alitoa nafasi kwa mwekezaji endapo ana neno kabla ya mjadala, mwekezaji aliomba mwenyekiti tufungue kikao kwa sala na kishakuendelea na ajenda za kikao, na baada ya sala kikao kilifunguliwa na kuwakaribisha wajumbe na mwekezaji katika kikao.

MAJADILIANO NA MAKUBALIANO

1. Mada ya kwanza ni juu ya malipo ya kila mwezi, ambayo mwekezaji aliomba kulipa kila mwezi kiasi cha Tzs.3,000,000/= kupitia "Tender document"na bodi ilipendekeza kiasi cha TZS. 5,000,000/= Lakini majadiliano ya swala hili ilikuwa kama ifuatavyo, Mkurugenzi wa Babito alielezea ni kwa nini anahitaji malipo ya Tzs. 3,000,000/= ni kutokana na fursa zitakazojitokeza kwa upande wa Halmashauri ya Jiji kuchaji vitu vingine kama vile leseni za biashara na ushuru wa huduma, hofu juu ya wanasiasa kubadilikabadilika na maamuzi yao na jambo lingine ni marejesho ya mkopo benki pamoja na riba yake, kwani uwekezaji huu utahitajika fedha zingine zikopwe benki ili kuweza kufanikisha uwekezaji kama nilivyoomba. Timu iliyoundwa ilitafakari jambo ilo kupitia "business plan" na kufanya tathimini ya faida itakayokuwa anapata mwekezaji kwa mwezi na mwaka pindi mradi utakapo kuwa umekamilika.Baada ya majadiliano, wajumbe walikubaliana kuwa mwekezaji ailipe Halmashauri kiasi cha Tzs. 4,000,000/= kwa mwezi.
2. Mada ya pili ni pendekezo la asilimia 5% kiasi ambacho kitakuwa kikiongezeka kila mwaka wa mkataba na kulipwa kila mwezi (Annual increment of monthly payment) ambacho kilipendekezwa na bodi. Mwekezaji aliomba alipe kiasi cha asilimia 2.5% kisha kupanda hadi asilimia 3%, sababu kubwa ya mwekezaji kuomba hivyo ni kutokana na ajira nyingi atakazo toa kwa wazawa, ambao pia watahitaji kulipwa

aliwaeleza wajumbe baada ya kupitia kitabu cha zabuni na "business plan" na kufanya hesabu wamejiridhisha kuwa mwekezaji kwa kipindi cha kufikia mlaka kumi (10) anaweza kabisa kurudisha gharama za uwekezaji na kupata faida. Mkurugenzi wa Babito Trading Co. Ltd alikubali mkataba wa uwekezaji kwa miaka kumi (10), isipokuwa aliomba ofisi ya Halmashauri impatie mkataba ambao utakuwa na mapitio "Renewable contract" ili kumpa nafasi ya kuendelea kuboresha mazingira ya biashara yatakayotokana na wahitaji au wateja "customers" katika muda wa uwekezaji. Baada ya mjadala wajumbe wamekubaliana muda wa mkataba utakuwa miaka 10 (kumi).

4. Mada ya nne ilihusu muda wa uwekezaji wa miaka 15 ambao mwekezaji alikuwa anaomba, bodi ilitoa mapendekezo ya miaka nane (8) hadi kumi (10) kama msingi. Baada ya mwekezaji kuja na wazo jipya la kupewa miaka thelethini (30) timu ya majadiliano baada ya kushindwa kufikia makubaliano ili omba kuhairishwa mjadala huo, ili iweze kupata mawazo mapana kuto ngazi za juu kabla kufikia maamuzi. Mwekezaji alilidhia ombi la kuahirisha kikao siku hiyo ya tarehe 21/01/2021 majira ya saa 11:24 Jioni hadi tarehe 29/01/2021 saa 5:30 Asubuhi.
5. Mada ya tano ni kipindi cha miezi sita (6) kilichopendekezwa na bodi kama muda wa matazamio (Grace period) na baada ya hapo mwekezaji atapaswa kuanza kulipa miezi mitatu kwanza kabla ya kuanza. Mwekezaji alikuja na ombi la kuongezewa muda kufikia mwaka moja badala ya miezi sita, baada ya maelekezo ndugu; Tekele Makongoalimwelekeza mwekezaji kuwa katika kiwango cha serikali za mitaa haturuhusiwi kuwa na muda wa matazamio unaozidi mwaka mmoja labda kuanzia ngazi za wizara, hivyo kufanya miezi sita kwa kiwango cha Halmashauri ni sahihi kabisa. Mwekezaji alikubaliana na kulizika na maelezo yaliyotolewa, hivyo wajumbe wa majadiliano kwa pamoja wamekubaliana kipindi cha miezi sita (6) kiwe ndicho kipindi cha matazamio (Grace period) na kufanya malipo ya miezi mitatu (3) kabla kuanza biashara.

BAADA YA KUAHIRISHA KIKAO

Timu ilitoa taarifa ya kuhairisha kikao kwa mkuu wa idara ya manunuzi ndugu, BOSCO KOMBA ili aweze kuwasilisha swala hilo kwa Mkurugenzi wa Jiji. Baada ya kuwasilisha swala hilo Mkurugenzi alilipokea na kuwaita baadhi ya wakuu wa Idara na timu tarehe 22/01/2021 majira ya saa 10:08 Jioni kwa ajili ya kujadili, katika kikao hicho cha dharura wajumbe walioshiriki ni wafuatao:-

mishahara mizuri na pia ulipaji wa kodi ya mapato. Swala la kodi ya mapato ndugu Edom Mrumah alimweleza mwekezaji kuwa Serikali imekuwa ikitoa muda wa matazamia pindi mwekezaji anapoanza kuwekeza ili kumwezesha kusimama au kuinuka vizuri kibiashara na kupata uelewa mpana juu ya mzunguko wa biashara hususani katika mapato. Timu ilipendekeza tena asilimia 4.5% kulingana na mtuliliko wa faida ulivyoonyeshwa kwenye "business plan" kuwa mwekezaji atakuwa anapata faida kila mwezi na kila mwaka. Mwekezaji alieleza kuwa kutokana na baadhi ya gharama zingine kulipwa mapema mara tu baada ya miezi sita (6) kumalizika kama kipindi cha matazamia na wakati huo ametoka kuwekeza kwenye miundo mbinu na muda wa kujenga miundo mbinu ni mchache kutokana na makubaliano, hivyo mwekezaji aliomba iwe asilimia 3.5% kwa kuzingatia sababu zilizotolewa hapo juu. Timu pamoja na mwekezaji baada ya mjadala mpana, pande zote walikubaliana iwe asilimia 3.5% kama nyongeza ya marejesho kwa miaka inayoendelea ya uwekezaji baada ya mwaka wa kwanza.

Timu ilifanya mchanganuo wa kihesabu wa "Annual rate of return" ili kujilizisha kabla ya kufanya maamuzi, timu ilitumia kanuni ya kihesabu ilikufikia maridhiano; $P(1+r\%)^n$

Kama inavyoonyesha hapo chini:-

- (i) Mwaka wa kwanza = $4,000,000.00(1+3.5\%)^0 = 4,000,000$
- (ii) Mwaka wa pili = $4,000,000 (1+ 3.5\%)^1 = 4,140,000.00$
- (iii) Mwaka wa tatu = $4,000,000 (1+ 3.5\%)^2 = 4,284,900.00$
- (iv) Mwaka wa nne = $4,000,000(1+ 3.5\%)^3 = 4,434,871.50$
- (v) Mwaka wa tano = $4,000,000(1+3.5\%)^4 = 4,590,092.00$
- (vi) Mwaka wa sita = $4,000,000(1+ 3.5\%)^5 = 4,750,745.22$
- (vii) Mwaka wa saba = $4,000,000(1+3.5\%)^6 = 4,917,021.31$
- (viii) Mwaka wa nane = $4,000,000(1+3.5\%)^7 = 5,089,117.05$
- (ix) Mwaka wa tisa = $4,000,000(1+3.5\%)^8 = 5,267,236.15$
- (x) Mwaka wa kumi = $4,000,000(1+ 3.5\%)^9 = 5,451,589.41$

Kutokana na mchanganuo hapo juu Halmashauri ya Jiji kwa kipindi cha miaka kumi itapata ongezeko la TZS. 1,451,589.41 ambalo ni sawa na ongezeko la 36.29%.

3. Mada ya tatu ilikuwa ni juu ya muda au kipindi cha uwekezaji (Investment duration). mwekezaji aliomba apewe miaka 30 (Thelathini) kutokana na majengo mengine atakayo jenga kuwa ya kudumu, jambo ambalo hakulielezea kwenye kitabu chake alichoombea zabuni "Tender document" na bodi ilipendekeza miaka nane (8) hadi kumi (10). Hivyo baada ya mjadala mrefu, mjumbe wa timu ndugu; Tekele Makongo aliwaeleza wajumbe kuwa ili kuharakisha utekelezaji na uwajibikaji ni vizuri kipindi kisiwe kirefu sana, sambamba na kuangalia muda sahihi ambao mwekezaji anaweza kurudisha gharama zake na kuanza kupata faida. Ndugu Edom Mrumah

**ORODHA YA MAJINA YA WALIOHUDHURIA KIKAO CHA DHARURA TAREHE
22/01/2021**

NA.	JINA	CHEO	SIFA
1.	Amede E.A. Ng'wanidako	Mkurugenzi Jiji	Mwenyekiti
2.	Tekele D. Makongo	Mhasibu	Katibu
3.	Triphonia Kisiga	Mwanasheria Jiji	Mjumbe
4.	Kimolo Mikina	Afisa Tehama Jiji	Mjumbe
5.	Bosco Komba	Afisa Ugavi Jiji	Mjumbe
6.	Edom Mrumah	Mchumi	M/kiti wa timu

Katika kikao hicho kilianza kwa katibu wa timu ndugu; Tekele Makongo kutoa taarifa fupi ya mjadala ulipofikia, wajumbe wa kikao walikubaliana na mambo manne tuliyokwisha kukubaliana katika mjadala. Kuhusu swala la umiliki wa miundo mbinu ya kudumu "Infrastructure ownership" mara baada ya mkataba kwisha, mapendekezo ya wajumbe wa kikao cha dharura mara baada ya mjadala mpana, wajumbe walikubaliana iwe miaka kumi (10) kama mwisho wa umiliki miundo mbinu ya kudumu zitakazowekwa na mwekezaji na kisha mali hizo kumilikiwa na Halmashauri ya Jiji na endapo mwekezaji atahitaji kuendelea basi atapangishwa kama mpangaji katika majengo hayo na sio mmiliki tena.

Kikao pia kiliona umuhimu wa kuongeza nguvu kwa kumteua ndugu; MASHAKA SEMKIWA ambaye ni Mkuu wa kitengo cha ukaguzi wa ndani wa jiji (Internal Auditor) ili kuongeza nguvu katika timu, kuhusiana na swala hilo la miundo mbinu ya kudumu pindi mkataba utakapo kwisha.

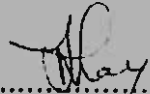
Baada ya makubaliano Mkurugenzi aliangiza timu ya majadiliano kuendelea na mjadala na makubaliano kwa kuangalia masilahi mapana ya Halmashauri ya Jiji na endapo kutakuwa na kutokuelewana basi timu isisite tena kutoa taarifa ili kupata muafaka sahihi. Hivyo mwenyekiti wa timu alifanya mawasiliano na mwekezaji ambaye ni Mkurugenzi wa BABITO TRADING CO.LTD kumtaarifu juu ya kuendelea na mjadala kwa mada iliyosalia ya umiliki wa miundo mbinu mara baada ya muda wa mkataba kwisha, mwekezaji aliomba tukutane tarehe 29/01/2021. Mwenyekiti alikubaliana na ombi lake na kumuomba afike majira ya saa 5:30 Asubuhi.

MENGINEYO:

Mwenyekiti aliomba ajenda hii ifanyike haraka kulingana na jambo jinsi lilivyo, hususani namna ya kumpata mwekezaji kutoka Halmashauri ya Jiji la Mbeya.

KUFUNGA KIKAO:

Mwenyekiti aliahirisha kikao na kuwatakia wajumbe utekelezaji mwema wa majukumu.



.....
JINA: - EDM MRUMAH
MWENYEKITI



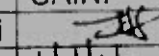



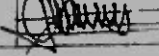
.....
JINA: - TEKELE D. MAKONGO
KATIBU

.....
17/02/2021
TAREHE

TAARIFA YA KIKAO CHA MAJADILIANO NA MAKUBALIANO KUHUSU UWEKEZAJI KATIKA ENEO LA MBEYA CITY PARK LINALOMILIKIWA NA HALMASHAURI YA JIJI LA MBEYA KILICHOFANYIKA TAREHE 29/02/2021

UFUNGUZI WA KIKAO:

Mwenyekiti aliwakaribisha wajumbe katika kikao cha pili mara baada ya kuahirishwa. Mwendelezo wa kikao cha mjadala kilianza kwa sala majira ya saa 6:09mchana siku ya tarehe 29/01/2021 chini ya mwenyekiti ndugu; Mashaka Semkiwa, ambaye alimshukuru mwekezaji na kuelezea umuhimu wa kuendelea na mjadala hususani kwenye eneo la umiliki wa miundo mbinu (Infrastructure Ownership). Mwenyekiti pia alimwomba radhi mwekezaji kwa usumbufu uliojitokeza wa kuahirisha mjadala ili kupata uelewa wa pamoja kwa maslai ya pande zote mbili. Waliohudhuria katika kikao ni kama ifuatavyo:-

NA.	JINA	CHEO	SIFA	SAINI
1.	Mashaka Semkiwa	Mkaguzi wa ndani Jiji	Mwenyekiti	
2.	Tekele D. Makongo	Mhasibu	Katibu	
3.	Yunus Nsegobya	Mhandisi	Mjumbe	
4.	Benson J. Mrema	Mkurugenzi wa Babito	Mjumbe	
5.	Nicholas Thadei Kiria	Mkaguzi wa ndani wa Babito	Mjumbe	

Mwenyekiti wa timu ndugu, Mashaka Semkiwa aliwaeleza wawekezaji kama tumekubaliana muda wa mkataba kuwa miaka kumi (10) kwa nini muda wa umiliki wa miundo mbinu pia usiwe miaka kumi (10). Babito alieleza kuwa swala la kuomba muda wa miaka 25 kwa miundo mbinu ya kudumu waliliangalia katika mtazamo wa kiuchumi kutokana na hali ya Dunia ilivyo sasa.

Mkaguzi wa Jiji aliwaeleza pia mikataba mingi ya Halmashauri ya Jiji inaanzia miaka mitano (5) hadi (8) lakini ninyi mna bahati kuwaruhusu kuwekeza kwa miaka kumi (10) tofauti na wengine, hivyo tumetoa kipaumbele kwenu.

Mhandisi aliwaeleza wawekezaji kuhusiana na barua walioandika inayoelezea uwekezaji hauitakuwa wa kudumu, lakini ramani inaonyesha kutakuwa na majengo ya kudumu mbali na yale ya nje. Babito hatuta jenga majengo ya kudumu maeneo ya ndani, isipokuwa tutaweka vitu ambavyo ni rahisi kuviondoa na maeneo ya kuzunguka nje ndiko tutajenga majengo ya kudumu.

Pia mkaguzi wa ndani alihoji kupitia "Business plan" ambayo haionyeshi gharama ya vitu vinavyoonyeshwa kwenye mchoro wa ramani. Michanganuo midogomidogo ilikuwa ni muhimu ili kuthibitisha usahihi wa gharama iliyo kwenye "Tender Document", hivyo kama mnaweza kutenganisha gharama ili kurahisisha usimamizi ni muhimu kuendelea kuboresha gharama hizo.

Mkurugenzi wa Babito Trading Co. Ltd alikubaliana na swala hilo licha ya kuwa gharama hizo zilijumuishwa kwenye "Business plan" hivyo aliahidi kulifanyia kazi na siku ya jumatatu tarehe 01/02/2021 atawasilisha mchanganuo wa gharama hizo dogodogo.

MATOKEO YA MJADALA BAADA YA KUAHIRISHA

Mwisho kikao kwa pamoja kilikubaliana kuwa kipindi cha umiliki wa miundo mbinu mara baada ya mkataba kwisha utakuwa miaka kumi (10), lakini pindi mkataba unapoisha kipaumbele cha kuongeza mkataba kiwe kwa mwekezaji aliyopo sasa, kwa kuzingatia makubaliano ya mchakato mzima wa uwekezaji huu, ambao unampatia nafasi na uwezo mwekezaji kuongeza mkataba husika kwa kushirikisha pande zote mbili toka kwa mwekezaji na Halmashauri ya jiji. Pia mwekezaji aliomba kipengele cha miundo mbinu ya kudumu kiingizwe kwenye mkataba ili kuondoa mwingiliano wa kisiasa pindi inapotokea mabadiliko ya kisiasa.

Mwekezaji pia aliomba apewe miezi mitatu kuanzia sasa ili kuanza maandalizi ya kuweka vitu.

Mkaguzi wa ndani wa jiji alimweleza mwekezaji kuwa miezi mitatu ni sawa, japo kuwa anaweza kuanza na kutengeneza mazingira ya ndani ambayo hayana matumizi yoyote mpaka sasa ili kuepuka kutumia muda mrefu.

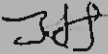
MENGINEYO:

Mwekezaji BABITO TRADING CO. LTD alikubaliana na wazo hilo la kuanzia ukarabati ndani ya eneo ambalo hakuna shughuli zozote zinazo endelea kwa sasa (eneo la ndani)na yuko tayari kuanza mara baada ya mkataba kukamilika.

KUFUNGA KIKAO:

Mwenyekiti alifunga kikao cha majadiliano mara baada ya kupata ombi kutoka kwa Mkurugenzi wa Babito majira ya saa 07:18 Mchana na kuwaomba walengwa kuendela kuwasiliana endapo kunasababu za kufanya hivyo.

Naomba kuwasilisha,


.....
JINA: - MASHAKA SEMKIWA
MWENYEKITI


.....
JINA: - TEKELE D. MAKONGO
KATIBU

17/02/2001
.....
TAREHE



MBEYA CITY GARDEN BUSINESS PLAN

(Proposed for BBQ & Restaurant, Bar/Lounge, Venue-Hall/Tent, Car Washing-Parking & Commuter Services, Line of a Modern City Shops, Hair & Beauty Salon-Gents/Ladies, Swimming Pool, Fish Pond, Public Toilets, Office, Kids Games -Jumping castles,)

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1.0 Business/Executive Summary

Mbeya is becoming a more attractive city with diverse business activities particularly hotel, restaurant, venues, food and drink cultures, Car washing and commuter services, Hair and beauty salon (gents and ladies), recreation and fitness centre (swimming pool), Fish pond, public toilets, office, kids games (Jumping castles). The growing number of the above so stipulated justifies the general likeness of people living here.

However, the Babito Trading Co Ltd observed that there is something is still missing in organizing what will fit the needs of Mbeya residents and non residents. Babito Trading Co Ltd after get on hold of this tender will not just put something on place without add any value of it, incessantly maintain its value of which will not only create a centre of attection to locals but also to the foreigners and fill at home. The idea of opening MBEYA CITY GARDEN offering the above services was emerged from this gap of quality and endearing service.

The MBEYA CITY GARDEN will be a unique gathering place in Mbeya Region. By providing exemplary service and will be the premier mode in Mbeya. As a growing city, Babito though of this services need to be facilitated here in the City.

We plan to supply services and products that enhance our clients' physical appearance and mental relaxation. Hair and beauty salon will unleash the needs of those who are in stress to be taken care of by proving a relaxing environment with great customer service, we know People love to be taken care of, women love having great colored nails done and men love having perfect hands and beards, this facility will ensures there will be a well designed rooms for massaging powered on with a networked Television on board, soft drinks provided, all these will be well facilitated at MBEYA CITY GARDEN.

Swimming pool will be an added recreation and fitness centre that will suit the need for the guest during summer and other season throughout the year. This will foster the health status of the people around in Mbeya and give a new look for Mbeya City as a growing City equipped with services available in other region hence increase the chance for more people come and invest here in souththen highland. We have looked at what sort of pool complex is needed in Mbeya. So we have proposed a enlargement of the facilities once leased that area, a wrap around building which will provide an enlarged gym, a fitness studio, new changing rooms and entrance.

The facility of a swimming pool in Mbeya is needed for Health (aiding and improving the general health of the residents of Mbeya and its surrounding area), Education (the teaching of swimming skills, particularly to young people), Safety (improving individuals personal safety when near water by being able to swim and generally know how to handle themselves, know



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danger signs), Sport (provide a resource that can be used for water sports, events, teams, and related training), Pleasure (providing an all-age community facility that adds to the quality of life in the area, for family recreation, water fun parties), Social/Business Hub (to act as a core when providing other health/social facilities for example, beauty therapy, gymnasium dance studio, social/refreshment area personal fitness programmes (some of which could be under specialist trainer guidance)

The success of the Venue (Hall), Bar/Lounge) and Barbeque are in its owner – with collectively 10+ years experience in the hotel, conference, restaurant and bar industry. He is committed to making this operation a successful one. Employees have been hand selected and share the same views as the owner, that is, keeping the customer happy assures repeat business.

The MBEYA CITY GARDEN has plans to initially capture 2% market share by fiscal Year One, and an additional 3% and 5% for Years Two to Five respectively. The MBEYA CITY GARDEN will accomplish this through a concerted advertising and marketing campaign, reliance on signage and primarily by word of mouth. Located at a major intersection in Mbeya City centre.

The MBEYA CITY GARDEN is willing to lease such an area space in the city center for a period of five years and paying back all obligly dues as will be in a concerted agreement. Upon the lease acceptance Babito make an offer to pay that rental mothly payment of Tshs 3,000,000 million, basing on his projected cash flow. The MBEYA CITY GARDEN will be owned and operated by Babito Trading Co Ltd

The Babito Trading Co Ltd is interested to acquire the tender advertised located in Mbeya city. The location has never been utilized for the so mentioned purpose and therefore veneue(hall/Tent) building facility, lavatories, furnitures, fixtures and equipment need to be installed instantly upon acquire this tender.

Sales projections annually is expected to be Tshs 915,904,962/= turnover, with 2%-5% growth rate in a year, which positions BABITO BABITO TRADING CO LTD as a highly desirable concept for Ownerhip in a table service market where is considered moderately profitable and therefore a good investment. Total start up costs will be roughly around Tshs 931,520,600/= of which will be contributed by the Owner with no secured bank loan will be needed.

[Signature]
27/11/2020

[Signature]
27/11/2020



MBEYA CITY GARDEN BUSINESS PLAN

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Business Objectives

The MBEYA CITY GARDEN will be a newly established area accommodated with hall/tent, bar/lounge, barbeque restaurant and kids games in Mbeya. This business idea will cater to office workers and tourists during the day, wedding facility, kids jumping games and at night, the bar will cater to local customers coming home from work for some relaxation. The Garden will provide a top score menu featuring traditional bar fare along with fine food offerings. On weekends the MBEYA CITY GARDEN will feature live music band including a coustical guitar and small jazz venues.

The investment will accomplish these goals by holding itself apart from competition as a true neighborhood bar, offering a vast selection of beer and wine, by providing fine cuisine in addition to standard bar fare, all in a relaxing environment designed to make customers return.

Mission Statement

The MBEYA CITY GARDEN will provide a comfortable place for locals to come and gather for relaxation, wedding striving to be the venue, barbeque and bar of choice for the locals in Mbeya. The MBEYA CITY GARDEN is based on the guiding principles that life is to be enjoyed and this is reflected in its vast selection of beverages, its delicious food offerings and the professional team members.

Vision Statement

Adhering to the Babito Trading Co Ltd vision on:

- ✦ Providing the highest customer service to our internal and external customers
- ✦ Offering innovative ways of providing Hotel Industry & pharmaceutical and social care with knowledgeable and compassionate staff, and
- ✦ Continuing to grow and be profitable in an ever-changing hotel & health care environment.

Guiding Principles Values Statements

The BABITO TRADING CO LTD's philosophy is simple - enjoy life and treat others as you'd want to be treated. These sound principles apply to all life's situations, both personal and professional. At the BABITO TRADING CO LTD, these principles are applied to management, employees, customers and suppliers alike.

1. Being Mindful of our Customers and our Staff



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Coinciding with our family values, we will treat both our customers and staff in a manner in which we ourselves would want to be treated (or better). We commit to developing and maintaining mutual respect through soliciting input, active listening and communication, recognizing diverse points of view, and receiving constructive feedback

2. Gratitude

"An attitude of gratitude" shown to our customers, employees and vendors – because without their input, service, labor and time, our business would not be here without them.

3. Our Service

Provide the warm and friendly service expected from a family-style Canteen creating an informal, comfortable environment which will make the customers satisfied and want to return again and again.

4. Integrity

In the spirit of all great bartenders, treat each customer with utmost respect and professionalism. The MBEYA CITY GARDEN bartenders and wait staff are trained to act professionally in all situations. If a regular patron happens to become disorderly say after a particularly stressful day, the BABITO TRADING CO LTD's staff is trained to promptly and discreetly order a cab for these individuals. No one wants to work with drunken and disorderly individuals and the customers do not want to be known as such either.

5. Stewardship

We commit to respecting the history and traditions of local communities around in Mbeya while managing our resources for the benefit of present and future generations and taking responsibility for our work and actions

6. Innovation

We commit to continuously learn, develop and improve, we will build on our successes and learn from our failures

7. Effectiveness & Accountability

We commit to efficient, transparent processes and delivery of services that meet business priorities and achieve company's goals while also being fiscally, operationally, and environmentally responsible

8. Customer Service



MBEYA CITY GARDEN BUSINESS PLAN

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We commit to understanding the needs of the clients/customers, communicating effectively and delivering services and solutions in a courteous, professional and timely manner.

9. Collaboration & Transparency

We commit to building strong, successful partnerships and sharing our expertise and knowledge within our teams and customers and with the community at large

1.4 Keys to Success

The BABITO TRADING CO LTD's key to success will be based on:

- Outstanding customer services – the BABITO TRADING CO LTD's goal is be the place "where everyone knows your name". All team members are hand selected and love what they what do.
- Customer Satisfaction – By providing a quiet and relaxed environment, where friends can meet and unwind and relax.
- Provide a vast offering of specialty beer and wine offerings – catering to the public's increased requirement for variety and sophistication in alcoholic beverages.

2.0 Company Description

The MBEYA CITY GARDEN will be a locally owned equally and operated by Benson Joseph Mrema. The MBEYA CITY GARDEN will occupy the area facility located in Mbeya City. This business provide a varieties of services for its customers.

Ownership

The MBEYA CITY GARDEN will be owned by Benson Joseph Mrema under the Babito Trading Co Ltd.

Babito has 10+ combined experience years in management and operations. A successful business owner, he currently owns two business: Pharmacy and Hote (Beaco Resort) located in Mbeya along Tunduma Road, Left-side-opposite to Kadege bus station as from Mwanjelwa. In these organizations (Babito Trading Co Ltd & Beaco Resort) he hold the positions Managing Director

Legal Form

The business will be organized as a sole proprietorship, wholly owned and operated by Babito Trading Co Ltd. The company is registered as a Limited Company specializing mostly in Pharmacy issues and Hotel industry



MBEYA CITY GARDEN BUSINESS PLAN

(Proposed for BBQ & Restaurant, Bar/Lounge, Venue-Hall/Tent, Car Washing-Parking & Commuter Services, Line of a Modern City Shops, Hair & Beauty Salon-Gents/Ladies, Swimming Pool, Fish Pond, Public Toilets, Office, Kids Games -Jumping castles,)

Start-Up Summary

Following is a summary of required funds to establish the business: (See attachment Annex I).

Location and Facilities

The location was a key component for the BABITO TRADING CO LTD. The owner specifically sought this location because the demographics aligned with their target customer. The area of the business will be in Mbeya City just near the City Council Offices.

3.0 Products

Products/Services Descriptions

The MBEYA CITY GARDEN will offer a broad and deep variety of specialty services like wedding and conference hall, Barbeque, Kids Jumping games, Modern shops of goods, swimming pool, fish pond, public toilets, Hair and beauty salon, beers and wines which will appeal the public's ever changing and increasingly more sophisticated demands for variety in beer and wine. The bar will also offer a full service liquor bar. Customers desiring food will not be disappointed by the bar's food offerings either.

On Saturday and Saturday nights, the MBEYA CITY GARDEN will provide live entertainment performed by local jazz musicians. There will be no cover charge is to be applied to customers to cover the band expenses. The bands will be responsible for setup and tear down of all equipment.

Competitive Comparison

A recent analysis revealed five main competitors in Halls, bars, restaurants and Kids games. These are Tughimbe, Paradise Hotel, Hill View, JR City Hotel and Usungilo Hotel just to mention as a few.

Inventory Management

The POS system will be instrumental in the BABITO TRADING CO LTD's success. Bartender theft and employee theft can quickly be the financial demise of any business. The POS systems will alert the chef when inventory levels are low and the bar manager when to place his order.



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Future Products/Services

The owner of the MBEYA CITY GARDEN realize the customer is the key to the success of the business and will work continually to improve/enhance the client experience. Comment cards will be available throughout the venue, bar and management will keenly review these comments, making adjustments as needed.

4.0 Market Analysis

Industry Analysis

Although people still gather to socialize in bars/lounge, wedding, swimming pool, fish pond, just as they have for hundreds of years. Personal income and entertainment needs drive demand. The profitability of individual companies depends on the ability to drive traffic and develop a loyal clientele. Large companies can offer a wide variety of food, drinks, and entertainment, and have scale advantages in purchasing, financing, and marketing. Small companies can compete effectively by serving a local market, offering unique products or entertainment, or providing superior customer service. Major sources of revenue include: hall tent, barbeque, beer and kids games.

4.1.1 Market Size

The market size of Mbeya City in such investment is incredible huge and unfilled. There exist only few Halls/venues, car parking, swimming pool, fish ponds and quality Lounge to mention a few for example Tughimbe, Paradise, Hill View, JR and Usungilo pose as few competitors.

4.1.2 Industry Participants

There are few barriers to entry in halls and bar industry, and the capital costs of starting a new neighborhood bar are low. However, competition among bars is intense due to the large number of bars in the target market. When combined with a small industry growth rate, market share gains by one bar will be at the expense of others.

Competing for the neighborhood bar are other small neighborhood bars and larger chain restaurants with full service bars. Additional competition for the MBEYA CITY GARDEN are other types of bars, for example, sports bars, pubs,



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coffeeshouses, and wine sellers. The slower economy resulted in some customers purchasing from grocery stores, package stores and convenience stores.

4.1.3 Main Competitors

A recent analysis revealed five main competitors in Halls, bars, restaurants and Kids games. These are Tughimbe, Paradise, Hill View, JR and Usungilo to mention a few. There are a number of salons that will be like us. We wish to offer a middle ground for those clients who can't quite afford those high-end luxury salons. Trend Setters will, upon commencement of operations, sell a wide range of beauty services and products. We will provide quality hair, nail, and skin services, along with top lines of beauty products. What will set Trend Setters apart from the competition is our commitment to providing all of these services in one convenient location.

4.1.4 Market Segments

- Middle class, 'white collar' office workers on their way home from work. These are the customers that will become the bar's 'regulars', patronizing the bar on their way home from work and stopping for a glass of wine paired with some light appetizers and unwinding prior to heading home.
- Tourists and workers on their lunch hour – the bar is centrally located in the city making it an ideal location for both tourists and workers alike.
- Late night and bar crowd seeking "lighter" late night venues – the MBEYA CITY GARDEN will have live jazz music and acoustic guitar on weekends and some weeknights.

Market Tests

The owner specifically targeted this location because of the lack of finer "neighborhood venue, bars, barbeque and kids games" in the suburbs – a bar that is quaint and cozy – but also provides a great option to take out of town guests with finer food and beverage offerings.

While customers can find similar bars in the trendier downtown and midtown locations, the quieter, smaller bars offering finer foods and jazz venues, are all but overlooked in the suburbs. Experienced in the business, the owner listened to their customers and created MBEYA CITY GARDEN based on these requested needs.



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The local distributors support this business venture as well and based on the area demographics and are anxious tap into this lucrative market.

Target Market Segment Strategy

The MBEYA CITY GARDEN specifically targets individuals in the local market desiring a quiet neighborhood venue, bar, kids games and grille to relax and unwind. The marketing strategy is designed to target this group.

This target group was selected primarily because of

- the location of the bar and grille.
- the setting is designed to appeal to this target market and
- the current target market does not have any venues comparable to the subject. In fact the closest direct comparables are located eight miles away in downtown – the majority of locals would prefer a spot closer to home.

4.1.5 Market Trends

- Recent market trends focus increasingly on healthier lifestyles. Studies have shown that although consumers are drinking less alcohol, their tastes are becoming more discriminating.
- A greater emphasis on technology (POS) and training (“Star Servers and Bartenders”) resulting in increased productivity and earnings.
- Upgrades in improvements and interior decorations – the days of the dimly lit and dark smoky bar rooms are quickly becoming a thing of the past.

The MBEYA CITY GARDEN will be designed to embrace these trends. The MBEYA CITY GARDEN will feature a vast assortment of locally crafted and imported beer offerings, well designed venue and other goals in his investment. Food offerings will consist of standard bar fare along with, finely prepared daily gourmet specials. The owner will rely on POS system for orders, inventory control, accounting functions, time management and other functions. All bartenders will be hand selected and trained to cross sell appetizers or higher margin items. The BABITO TRADING CO LTD’s ‘shabby chic’ interior is designed be a comfortable, sociable and enjoyable environment

4.1.6 Market Growth

Venue, Liquor sales and the bar industry overall is demonstrating improving trends. Growing in average age of drink and marriage, meetings drive forth this fact



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Positioning

The MBEYA CITY GARDEN will position itself as the Venue hall, barbeque, bar and grille of choice for customers desiring a comfortable and relaxed bar and grille experience. Designed like its competitor's downtown and midtown, the central location will appeal to suburbanites living in the area who don't care to travel more than a few minutes from home.

5.0 Marketing Strategy and Implementation

The MBEYA CITY GARDEN will position itself as the grille of choice by providing top notch service, offering a vast selection of services. The ambience and decoration will be comfortable and relaxing and with the benefit of light jazz in the background, the bar and grille will be a one of a kind experience in the suburbs. The owner and staff are constantly aware of customers changing likes and dislikes and the bar and grille will act quickly to make changes to meet these needs.

SWOT Analysis

We have looked at Strength, Weaknesses, Opportunity and Threat of our company so deep indeed. As a method for strategic planning that evaluates these four elements as they relate to our business objectives.

5.1.1 Strengths

- ✦ Babito can hire very professional and capable staff for providing good and quality services to the customers and people of high esteemed status
- ✦ Babito is a committed owner with combined 10+ years experience in Hotel industry and other investment.
- ✦ The MBEYA CITY GARDEN will be a unique one of a kind experience in its suburban location.
- ✦ Targeted, specific focus on its customers creates a memorable experience for its customers resulting in repeat business.

5.1.2 Weaknesses

- ✦ Disorderly customers can potentially harm both business reputations or cause collateral damage
- ✦ Employee theft can make or break a business. Management's exclusive use of the system that will mitigate this risk before further damage



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- ✦ Very specific target market – if the target market was broader the owner could increase market share in the segment that was the strongest.
- ✦ High turnover in venue and bar industry – many bars are here today and gone tomorrow

5.1.3 Opportunities

- ✦ There is an opportunity to obtain a big market share in the long run.
- ✦ The usage of the pool tends to be younger people learning to swim and the older population. But with the right equipment this group could be attracted in the evenings and at weekends. So there is potential demand for an expanded gym and fitness studio and for increased collaboration with education and health.
- ✦ There will be a high demand for car parking especially during sport entertainment because of the vicinity of the Garden with Uwanja wa Sokoine Mbeya. The same during weekend the demand rises.

5.1.4 Threats

- Another new entrant could potentially hurt market share; competition is fierce

Strategy Pyramid

- ✦ Strategy: Be the neighborhood service provider and grille of choice
- ✦ Tactics: Provide exceptional customer service in a relaxed and inviting environment encouraging customers to return again
- ✦ Programs: Extensive and ongoing employee training. Employees will be rewarded financially for providing impeccable service with opportunities to benefit in profit sharing. All staff are hand selected and share the same core beliefs of the owner, everyone will be trained to be keenly aware of customers and anticipate their needs before the customer does, for example always offering to promptly show them to their table, graciously asking to hang their coats, and bring them their drinks expediently

Competitive Edge

The MBEYA CITY GARDEN specifically caters to its target market and is truly a unique local venue and bar experience. The venue and bar differs in its decorations, its extensive facilities like food catering, beer and wine offerings, culinary choices and music style



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Marketing Strategy and Positioning

The MBEYA CITY GARDEN is centrally located in Mbeya city centre, intersected with offices and roads. In addition to its prime location, the MBEYA CITY GARDEN's market strategy will rely mostly on:

✦ Brand Consistency

It's near impossible for a business to succeed from walk-in business alone. Potential clients need to know where you are, and why they should come to you. Babito Trading Co Ltd will build a reputable and recognisable brand as a key to develop a successful marketing strategies for his business.

✦ Website

Babito Trading Co Ltd will initiate a successful website which will inspire visitors to book an appointment. This website will mostly sell the customers experiences basing on the services received from us. No matter the size of the business or the services you offer, what you are providing to clients is an experience. Your services may be the same as the ones available down the road, but the experience is unique, hence Babito sawa a needy to proper uniqueness and quality deserved for the people in Mbeya. This website will feature high-quality images of MBEYA CITY GARDEN location (inside and out) and the services provided.

✦ Social Media

Babito will be kin enough to keep on social media for advertisement, particularly platform like Whataassap, twitter, facebook and the rest. The world is moving fast with tgechnology. Nowadays most of the business are done on line. Having so variate of services at the open Garden provided will highly need to be advertised so much. Think of social media as a shop front for your business. It gives you the opportunity to put your business forward in the best light possible and this is what we will do as a company, and it shows potential clients an enticing snapshot of what you have to offer. Too often however, salons create brilliantly professional profiles

✦ Customer Marketing



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It's easy to get caught up in marketing to new clients, but often one'll take your existing clients for granted. Babito will online booking systems to capture clients contact information, kind of to be facilitated are Email, SMS and promotion

↳ Word of Mouth

Businesses thrive on transfer and word of mouth, especially smaller businesses who have clients that are likely to know others in need of their services. Babito will you give clients an incredible experience so that they hardly need to ask them to refer people, they'll want to. We will organise co-marketing as a partnership between businesses or brands with the objective to share one another's resources, and customer base. Successful co-marketing campaigns generate "win-win-win" situations that offer value not only to the partnering businesses, but also to our clients.

5.1.5 Positioning Statement

The owner have a combined 10+ years industry experience in hotel, restaurant and bar management and fully support the operation. The MBEYA CITY GARDEN will provide a vast collection of handcrafted beers and wine, provide jazz music and gourmet food, and will strive to be the premier venue and bar 'where the locals go' in Mbeya city. The MBEYA CITY GARDEN will go above and beyond the call of duty making customers come back and tell everyone they know.

5.1.6 Pricing Strategy

The BABITO TRADING CO LTD's pricing will be similar to the competitor's (competition based pricing) initially and management may consider lowering venue, kids games, barbeque and drink prices initially to attract initial customers. However, near term, when the MBEYA CITY GARDEN captures at least 2% of the local market, management plans to price venue, alcohol and food to be more reflective of acquisition costs.

5.1.7 Promotion and Advertising Strategy

The BABITO TRADING CO LTD's primary promotion and advertising strategy will be outdoor street signage and word of mouth. Additionally the venu and bar is planning a grand opening in the midst of this year. The early opening date will allow the staff to familiarize themselves with operations and customer interfacing.



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In addition, the MBEYA CITY GARDEN will participate in select promotions annually. Once the venue, bar is up and running, management will determine which nights need a boost. Historically, bars are busiest Friday and Saturday nights, with Thursdays coming in third place. The MBEYA CITY GARDEN might decide to create an open mic night say on Tuesdays or Wednesday evenings. In addition, the bar will have promotional events on holiday. In order to maintain the high energy levels during the promotions, all prizes will be awarded at the end of the evening. That way, customers will have to stay all night to see whether or not they've won the grand prize.

5.1.8 Website

The MBEYA CITY GARDEN will have website featuring the venue, menu items, phone number, hours of operation, events calendar and map. The website will also have links to its Facebook Page.

5.1.9 Marketing Programs

The owner of the MBEYA CITY GARDEN will rely on a combination of customer feedback, sales reports captured from the POS to determine how well the bar is performing. Customer comment cards will be available tableside and guests will have the option to receive discounts on appetizers when the card is submitted. All employees will be made aware of the BABITO TRADING CO LTD's commitment to customer service and this additional tool to be used to evaluate employee performance.

Sales Strategy

The customers will be warmly greeted immediately upon entering the business area. The objective at the MBEYA CITY GARDEN is to make everyone feel at home and be the place 'where everyone knows your name'. Upon finding a comfortable location either at the bar, a cozy booth, or high top table, customers will be asked for their drink and food order. Employees will be trained to cross sell high margin items. The MBEYA CITY GARDEN truly values its employees and provides them with the very best training – and therefore the best service. Management believes that this investment in its employees ensures satisfied customers and in turn repeat business, leading to increased revenues.

The MBEYA CITY GARDEN will be one of the few places that will truly make people happy. The MBEYA CITY GARDEN staff will make sure customers are comfortable, offer coffee, and hang coats for them. The owner will come to the table or booth and not just ask is everything okay, but is going to look to see what's wrong before he/she even



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comes to the table. Employees will offer samples from the menu at no charge, and make fresh food and coffee because they know it's been sitting out for a while.

At the BABITO TRADING CO LTD, the staff goes above and beyond the call of duty which makes customers come back and tell everyone they know.

5.1.10 Sales Programs

The MBEYA CITY GARDEN employees will be the primary sales people and will participate daily in the tip pool. Employees will participate in ongoing training and be compensated for their accomplishments as well. The MBEYA CITY GARDEN has a strong belief that the bar only performs as well its employees.

Legal

The MBEYA CITY GARDEN will be incorporated to Babito Trading Co, Ltd. The bar (Lounge) is currently in the process of obtaining the following licenses: liquor liability license, food service license, sales tax license, and entertainment permit.

Exit Strategy

In the event that sales drop more than 10% for more than four consecutive quarters, the bar will have to liquidate. After employee's compensation, furniture, and equipment will be sold at auction to repay lenders.

6.0 Organization and Management

BABITO BABITO TRADING CO LTD expects to hire 19 employees. Together, Babito Babito Trading Co Ltd will personally select each candidate. They've adopted an effective interview process designed to staff the Canteen with highly qualified people for each position. Each applicant will be rated and evaluated according to a pre-defined set of standards designed for each position. Background checks will be utilized for designated positions. Recruiting efforts will always center on referrals.

The following information provides the organizational components relevant to the BABITO TRADING CO LTD.

Organizational Structure

The MBEYA CITY GARDEN will be owned by Babito Trading Co Ltd

General duties will include review of daily operations, inventory control, employee training, employee hiring and firing, ordering supplies, and routine maintenance and



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upkeep of the venue hall, bar, equipment and facilities management. The owner will also hire wait staff and bartenders.

All full time employees will be compensated with benefits including health insurance and education and training. MBEYA CITY GARDEN will be managed by Benson Joseph Mrema as its Managing Director.

Management Team

Initially Babito Babito Trading Co Ltd will fill in many of the management gaps. Over time, they have plans to hire a sales supervisor, a general manager, and a kitchen supervisor, bar sales person, security officer and others who will fit as the chance opt so.

7.0 Financial Plan

The financial plan will cover the following

- Required Cost of Start-Up
- Projected Income/Profit and Loss
- Projected Cash Flow
- Projected Balance Sheet

Important Assumptions

- Average drink sales price: Tshs 1,000-90,000 =
- Average BBQ & meal sales price: Tshs 5,000-30,000 =
- Average Venue price: Tshs 500,000-1,000,000 =

Start-Up Costs (See attachment Annex 1)

The projected investment will costs TZS 931,520,600= in total, where Investor will cover all cost related to this project.



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7.1.1 Projected Cash Flow (See attachment Annex II).

The sources and uses of funds are shown in the projected cash flow statement. The analysis indicates that the business will meet all its financial obligations with a comfortable balance throughout the year. Net and cumulative cash flow are both positive in financial analysis.

7.1.2 Projected income/Profit and Loss (see attachment Annex III)

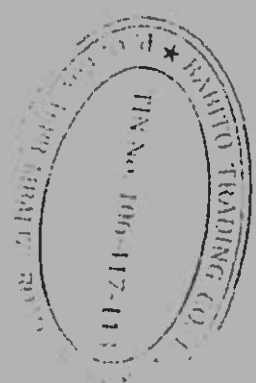
7.1.3 Working Capital (see attachment Annex IV)

7.1.4 Projected Balance Sheet (see attachment Annex V)

ANNEX III Income Statement Projection For BBQ Restaurants, Bar/Lounge, Venue/Tent & Kids Games, Car washing & Parking, Modern City Shops, Swimming Pool, Fish Pond, hair and Beauty salon, public toilet

Account, Income Statement & Proforma	Month												Total
	1	2	3	4	5	6	7	8	9	10	11	12	
Revenue	65,081,333	66,385,000	68,376,550	69,060,316	72,513,331	74,688,731	76,027,093	76,967,858	80,046,572	81,246,435	80,075,825	81,529,617	915,764,863
Cost of Sales	65,081,333	66,385,000	68,376,550	69,060,316	72,513,331	74,688,731	76,027,093	76,967,858	80,046,572	81,246,435	80,075,825	81,529,617	915,764,863
Profit Before Tax	0	0	0	0	0	0	0	0	0	0	0	0	0
Income Tax	0	0	0	0	0	0	0	0	0	0	0	0	0
Net Profit	0	0	0	0	0	0	0	0	0	0	0	0	0

Annual Income Statement Projections	Year				
	1	2	3	4	5
Revenue	915,924,962	914,223,061	962,240,753	1,040,719,741	1,080,776,740
Cost of Sales	914,223,061	914,223,061	962,240,753	1,040,719,741	1,080,776,740
Profit Before Tax	1,701,841	0	0	0	0
Income Tax	0	0	0	0	0
Net Profit	1,701,841	0	0	0	0



BMM
24/11/2020

ANEXA IV Working Capital For BBO, Detergent, Bar/Toilet, Vending & Kids Games, Car Washing & Parking, Madhav City shop, Swimming Pool, Fish Pond, Bar and Beauty salon, public toilet.

Month	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
Working Capital	15,23,000	1,79,000	15,96,42	15,43,390	15,40,37	15,43,792	1,66,556	15,74,19	14,92,90	15,02,07	1,01,1	10,41,4	10,41,4
Debtors	15,23,000	15,200,00	15,54,42	15,43,390	15,40,37	15,43,792	1,66,556	15,74,19	14,92,90	15,02,07	1,01,1	10,41,4	10,41,4
Inventory	3,00,000	3,00,000	3,00,000	3,00,000	3,00,000	3,00,000	3,00,000	3,00,000	3,00,000	3,00,000	3,00,000	3,00,000	3,00,000
Prepaid Expenses	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000
Accounts Payable	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000
Accumulated Depreciation	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000
Fixed Assets	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000
Current Assets	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000
Current Liabilities	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000
Net Worth	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000



Handwritten signature and date:
 Signature: [Handwritten Name]
 Date: 24/11/2020



HALMASHAURI YA JIJI LA MBEYA
 MBEYA CITY COUNCIL
STAKABADHI YA ADA YA KAWAIDA
 KIJIRANI RECEIPT

No. MCC

Page (1)

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Aniani _____

Hali _____

Hesabu ya shilingi _____

Kwa ajili ya Kodi ya _____

Mtaa _____

Kata _____

TShs

Jina la Mpokea _____

Saini ya Mpokea _____

Jicho _____

Tarhe _____

