

JAMHURI YA MUUNGANO WA TANZANIA

OFISI YA RAIS

Idara Kuu ya Utumishi,
S.I.P. 2483,
DAR ES SALAAM,
3 Oktoba, 1995.

Kumb. Na. MUF. 23/08/F/125

WARAKA WA UTUMISHI NA. 5 WA MWAKA 1995

UTARATIBU WA KUWADHAMINI MAAFISA WA SERIKALI
KUKOPA MAGARI/PIKIPIKI KUTOKA MAKAMPUNI YANAYOUZA
VYOMBO VYA USAFIRI KWA UTARATIBU WA "HIRE PURCHASE"

Utangulizi:

Baada ya Serikali kupunguza idadi ya magari yake kama njia mojawapo ya kubana matumizi, amuhimu umeonekana wa kuwawezesha watumishi wa Serikali kukopa vyombo vya usafiri (Magari/Pikipiki) kwa utaratibu wa "Hire Purchase". Uamuzi wa Serikali wa kuwawezesha watumishi wake kupata vyombo vya usafiri unatokana na sababu zifuatazo:

- 1.1 Azma ya Serikali ya kupunguza gharama za kuendesha Serikali.
- 1.2 Kwa sababu ya hali ngumu ya uchumi, Serikali haina uwezo wa kuendelea kutenga fedha za kutosheleza maafisa wake wote kununua magari.

Utaratibu wa Kukopesha Watumishi wa Serikali Vyombo vya usafiri:

Utaratibu utakaotumika kwa mujibu wa Waraka huu utakuwa kama ifuatavyo:

- 2.1 Serikali itaingia mkataba wa udhamini na Makampuni yanayouza Magari/Pikipiki ambayo yatakuwa yamekwisha kubaliana na watumishi wa Serikali kuwakopesha vyombo vya usafiri, kati ya makampuni yaliyoonyeshwa kwenye Kiambatisho "C".
- 2.2 Mtumishi atadhaminiwa kwa kiwango cha fedha kilichoidhinishwa na Serikali (HAZINA) na kwamba utaratibu wa ukopaji utakuwa ni makubaliano kati ya mtumishi na mkopeshaji. Aidha, kwa vyovyote Serikali haitajibusisha na kumlipia mkopaji gharama yoyote ile.
- 2.3 Muda wa marejesho ya mikopo utategemea makubaliano kati ya mkopaji na mkopeshaji, lakini kwa vyovyote vile muda wa udhamini wa Serikali hautazidi miaka sita (6) (miezi sabini na mbili, (72)). Makato ya msahara wa marejesho kwa mkopeshaji yataanza baada ya mtumishi (Mkopaji) kukabidhiwa gari/pikipiki.
- 2.4 Maombi yote ya mikopo ya magari na pikipiki yatawasilishwa katika fomu maalum kama ilivyoonyeshwa katika Kiambatisho "A" na yatapelekwa kwa Makatibu Wakuu wa Wizara, Wakuu wa Idara zinazojitegemea na Wakurugenzi wa Maendeleo ya Mkoa wanakofaa ya kazi waombaji kabla ya kufikishwa kwa Katibu Mkuu Wizara ya Fedha. Kila Katibu Mkuu, Mkuu wa Idara Inayojitegemea na Mkurugenzi wa Maendeleo wa Mkoa ni lazima achambue na achiungane kwa makini muombi ya mikopo ya magari, ya watumishi walio chini yao.

- 2.5 Makato yatakayokatwa kutoka kwa mshahara wa mtumishi (mkopaji) yasizidi theluthi moja. Hii ni kwa sababu makato yakizidi theluthi moja itampunguzia mtumishi uwezo wa kukabili maisha yake.
- 2.6 Vyombo vya usafiri vitakavyokopeshwa chini ya utaratibu huu, vitasajiliwa kwa majina ya Mkopaji (Mdhadiniwa), Serikali (mdhamini) na Mkopeshaji hadi hapo marejesho ya mkopo yatakapokamilika ambapo usajili utahamishiwa kwa mdhaminiwa.

Wajibu wa Mdhadini (Serikali):

3. Serikali ikikubali kumdhadini afisa anayekopa gari/pikipiki itawajibika kufanya yafuatayo:—

- 3.1 Kufanya malipo ya mkopo kwa mkopeshaji kwa niaba ya mkopaji kwa utaratibu wa "Check-off-system" kwa kukata mshahara wa mtumishi na kupeleka makato hayo kwa mlipwaji moja kwa moja. Makato yatafanywa kwa mkopaji mara tu akishakopeshwa gari/pikipiki.
- 3.2 Kulipia deni la mkopo litakalosalia iwapo mkopaji atashindwa kulipa mkopo kwa sababu yoyote ile. Na wakati huo huo kumtaka mkopaji (au mwakilishi wake) arudishe gharama kwa Serikali kufuatana na mkataba.
- 3.3 Kutunza kadi ya gari (original) lililokopeshwa ambalo kwa wakati wote wa mkopo litakuwa limeandikishwa kwa majina matatu, yaani jina la mkopaji, Kampuni iliyokopesha na Serikali.
- 3.4 Serikali itawadhamini maofisa wake kukopa vyombo vya usafiri aina ya magari madogo ya SALOON au PICK-UPS zisizozidi tani moja na robo, na pikipiki.

Wajibu wa Afisa wa Serikali Anayekopa:

4. Mtumishi wa Serikali aliyeruhusiwa kukopa atakuwa na wajibu ufuatao:
 - 4.1 Mkopaji lazima kwanza aombe kibali kwa mkuu wake wa kazi.
 - 4.2 Mkopaji atawasitiana na uongozi wa mojawapo ya Makampuni yanayouza magari yaliyoonyeshwa katika Kiambatisho "C" au Kampuni nyingine ambayo itakubali kumkopesha gari au pikipiki.
 - 4.3 Mkopaji atakopa chombo cha usafiri kwa makubaliano na mkopeshaji kwa misingi ya kawaida ya biashara baada ya kujaza fomu ya kuomba udhamini, kiambatisho "A" na kukubaliwa kukopa na mkuu wake wa kazi.
 - 4.4 Mkopaji ataingia mkataba wa mkopo na mdhamini. Katibu Mkuu, Wizara ya Fedha kwa niaba ya Serikali kwa kujaza fomu za "Agreement for Guarantee for the Hire Purchase of Motor Vehicle/Cycle"—Kiambatisho "B".
 - 4.5 Mkopaji atakatwa mshahara na Wizara ya Fedha, kwa niaba ya Serikali, kwanza cha fedha cha maraichu kutoka kwanza mshahara

Watumishi Watakaostahili Kudhaminiwa na Serikali Kukopa Magari/Pikipiki:

5. Udhhamini wa Serikali utatolewa kwa maafisa katika makundi yafuatayo ili mradi wahusika wanatimiza masharti ya mkopaji na uwezo wa kulipa:—

5.1 Mikopo ya Magari:—

- (i) Watumishi waliomo katika ngazi ya mshahara wa ASS. 1 hadi ASS. 9, LPS. (A) 1 hadi LPS. (A) 9, LSS. 1 hadi LSS. 7, GPO. 8 hadi GPO. 10, GPR. 8 hadi GPR. 10 na GFO. 8 kiwango cha juu cha mkopo wa magari kudhaminiwa ni Shs. 7,000,000/- (milioni saba tu).
- (ii) Watumishi wenye cheo cha ngazi ya mshahara wa GSS. 9 hadi GSS. 10, TAS. 9 hadi TAS. 10, TSS. 8 hadi TSS. 10, TES. 6 hadi TES. 9, MTS. 9 hadi MTS. 10, MPS. 6 hadi MPS. 9, MDS. 6 hadi MDS. 9, MDS.(s) 4 hadi MDS.(s) 7, PMT. 8, PME. 6 hadi PME. 9, PMA. 6 hadi PMA. 9, LPS. 8 hadi LPS. 9, GPO. 4 hadi GPO. 7 na GPR. 4 hadi GPR. 7 na GFO. 4 hadi GFO. 7 kiwango cha juu cha mkopo wa kudhaminiwa ni Shs. 6,000,000/- (milioni sita tu).
- (iii) Watumishi wenye cheo cha ngazi za mshahara wa GSS. 6 hadi GSS. 8, TAS. 6 hadi TAS. 8, TSS. 5 hadi TSS. 7, TES. 3 hadi TES. 5, MTS. 6 hadi MTS. 8, MPS. 3 hadi MPS. 5, MDS. 3 hadi MDS. 5, MDS.(s) 1 hadi MDS.(s) 3, PMT. 5 hadi PMT. 7, PME. 3 hadi PME. 5, PMA. 3 hadi PMA. 5, LPS. 5 hadi LPS. 7, GPO. 1 hadi GPO. 3, GPR. 1 hadi GPR. 3 na GFO. 1 hadi GFO. 3 kiwango cha juu cha mkopo wa magari kudhaminiwa ni Shs. 5,000,000/- (milioni tano tu).

5.2 Mikopo ya Pikipiki:—

Watumishi wenye cheo cha ngazi ya mshahara wa GSS. 3 hadi GSS. 5, TAS. 3 hadi TAS. 5, TSS. 2 hadi TSS. 4, TES. 1 na TES. 2, MTS. 3 hadi MTS. 5, MPS. 1 na MPS. 2, MDS. 1 na MDS. 2, PMT. 2 hadi PMT. 4, PME. 1 na PME. 2, PMA. 1 na PMA. 2, LPS. 2 hadi LPS. 4, PO. 4A hadi PO. 4B, PR. 4A hadi PR. 4B na FO. 4A hadi FO. 4B wataweza kudhaminiwa kukopa pikipiki. Kiwango cha juu cha mkopo wa pikipiki kudhaminiwa ni Shs. 2,000,000/- (milioni mbili tu).

AINA YA MAGARI YANAYOWEZA KUDHAMINIWA KWA MKOPO

6. Maafisa wa Serikali watadhaminiwa kukopa magari aina ya SALOON au PICK-UP isiyozidi tani moja na robo.

KIWANGO CHA UDHAMINI WA MKOPO NA SERIKALI

7. Kiwango cha bei ya juu kitakachodhaminiwa kwa maafisa wanaostahili kukopa magari ni Sh. 7,000,000/- na kwa wale wanaostahili kukopa pikipiki ni Sh. 2,000,000/- mradi wahusika wanatimiza masharti ya udhamini na uwezo wa kulipa.

MENGINEYO

Mikopo ya kutengeneza magari na pikipiki na kununulia matairi

8. Maafisa wenye sira zilifanana katika Irata ya 5 hapo juu, hufika tayari wana vyombo vya usafiri na wataji wamepata kibali cha kutumia vyombo hivyo kwenda kazi wataweza kuomba na kupewa mikopo ya kutengeneza

vyombo au kununulia matairi katika misingi ya Kanuni za Kudumu N. 18 na N. 19. Mkopo wa kiasi kisichozidi Sh. 500,000/- utatolewa kwa matengenezo makubwa ya magari kama vile ukarabati (overhauling) wa injini au utengenezaji wa ubovu uliosababishwa na ajali (accident), na Sh. 150,000/- kwa pikipiki au kununulia matairi.

9. Mkopo wa matengenezo ya magari na pikipiki utarejeshwa katika muda wa miezi arobaini na nane (48) na hautatozwa riba. Mikopo yote ya Matengenezo ya Magari na pikipiki itasimamiwa na Katibu Mkuu wa Wizara ya Fedha.

10. Mkopaji/mdhaminiwa atalipa asilimia tano (5%) ya gharama ya gari/pikipiki anayokopa (Landed value) kama kodi ya mauzo na ushuru wa forodha.

11. Taratibu na Kanuni za kulipia posho ya mafuta zilizopo kwa makundi yaliyoelezwa katika Waraka wa Utumishi Na. 4 wa mwaka 1994 zitaendelea kutumika kwa sasa.

12. Gharama zote za uandikishaji na Bima zitalipwa na mkopaji/mdhaminiwa.

TAREHE YA KUENZA KUTUMIKA

13. Waraka huu utaanza kutumika tarehe 1 Oktoba, 1995 na unafuta Waraka wa Utumishi Na. 11 wa mwaka 1991.

CHRISTOPHER M. NYIRABU,
Katibu Mkuu (Utumishi)

Kiambatisho "A"

TANZANIA GOVERNMENT

APPLICATION FOR LOAN HIRE PURCHASE OF MOTOR VEHICLE/MOTOR CYCLE

A. FOR COMPLETION BY THE APPLICANT:

1. Full Name
2. Designation
3. Ministry
- Department
4. Term of Service

5. Particulars of Vehicle for which hire purchase is sought

Make

Type.....Model.....CC

Grade.....New.....Secondhand

6. Purchase price of Vehicle

7. Amount to be guaranteed

8. Number of Months over which it is desired to repay the loan

9. Method of repayment requested:

(a) Personal cheques

(b) Deduction from salary

10. Distance from quarter/home to place of work

11. The following documents are attached:

(a) Certificate of Roadworthiness.

(b) Certificate of Insurance Company.

12. Certificate:

I certify that the above particulars are correct and that

I will pay the downpayment from my own resources without

mortgaging the vehicle in any way.

Date..... Signature of Applicant

**B. FOR COMPLETION BY THE APPLICANT'S EMPLOYER
PRINCIPAL SECRETARY, HEAD OF INDEPENDENT
DEPARTMENT, REGIONAL DEVELOPMENT DIRECTOR AS
GUARANTOR:**

13. I certify that:

(a) To the best of my knowledge and belief, the above particulars are true and correct.

(b) I consider that the officer falls under category (i)/ii/iii) of paragraph (a) or (b) of those qualifying for Motor Vehicles hire purchase guarantee.

- (c) In my opinion the vehicle is suitable for the purpose for which it is required and further that it is suitable for rural urban use.
- (d) The applicant has no outstanding advance for purchase of a motor vehicle or motor cycle or repairs of a motor vehicle.
- (e) In my opinion the applicant will be able to afford the cost of running and maintain the vehicle of the repayments on the hire purchase for which he is applying and I recommend that it be granted

.....

14. Additional Comments if any

.....

Date *Signature of Principal Secretary/Head of Independent Department/RDD*

C. FOR COMPLETION BY PMG OR APMG:

- 15. A guarantee of Shs. approved/not approved.
- 16. Repayment period month.
- 17. Chattels Transfer Instrument required/not required.
- 18. Additional Comments and instruction, if any

.....

Date.....Signature of PMG/APMG

**delete as necessary.*

TANZANIA CIVIL SERVICE

AGREEMENT FOR A GUARANTEE FOR THE HIRE PURCHASE OF A MOTOR VEHICLE/MOTOR CYCLE

Agreement made this date of.....
 on thousand nine hundred and between(*)

(hereinafter called the purchaser of the one part, the Government of Tanzania (hereinafter called the seller) of the other part whereby it is agreed as follows:—

(1) The purchaser agrees to purchase outright a motor vehicle:—

(1*) of a value not less than the amount to be granted by the guarantor.

(2) The Guarantor agrees to guarantee purchaser a sum not exceeding

Shs. (.....Shs.)

(3) The purchaser agrees to repay the sum guaranteed together with interest at the rate of per cent per annum the said sums and when directed by the Government.

(4) The Guarantor agrees to repay to the seller the sum guaranteed together with interest at the rate of per cent per annum upon the said sum as agreed and directed by the purchaser and seller through a check-off system.

(5) The purchaser hereby agrees:—

- (a) not to sell, transfer or dispose in any other way of this property in the said motor vehicle without permission in writing of the Government, until the whole of the sum guaranteed and interest due thereon has been repaid.
- (b) to take a policy of insurance on the said motor vehicle for a sum not less than the amount advanced and then owing to be repaid, in respect of the following risks Accident (by road, rail or steamer theft, fire, third party, risks (unlimited).
- (c) to execute an instrument of chattels transfer under the Transfer ordinance (Cap. 120) in favour of the Government if and when required to do so by the Accountant-General.
- (d) do not take the said motor vehicle out of Tanzania without the approval of the Accountant-General.
- (e) If the purchaser shall die or leave the service of the Government before the sum guaranteed by the Government is repaid in full together with any interest due and owing thereon, then and in that case the whole of the balance of the said sum and interest shall be forthwith payable by the purchaser or his executor or administrators, as the case may be.

WITNESS our hands the day and 19..... and year 19.....
 above written.

1. Signed by the said)
 in the presence of:)
 Signature of witness)
 Address)
 Occupation)
 Signed by)

purchase to
 sign here over
 revenue stamp

2. Signature of Guarantors witness)
of Treasury, Dar es Salaam)

.....
*Signature of Officer
signing on behalf of the
Government*
(GUARANTOR)

3. Signature of Supplier's witness of)
Address)
Occupation)
Signed by)

.....
*Signature of Officer
Signing on behalf of the
Supplier/Dealer*

SUMMARY OF BIDDERS FOR CAR HIRE PURCHASE PROGRAMME

KAMBATANISHO '92

No. Name and Address of Bidder	Time of Vehicle offered	Maximum Amount Available or Price Range	Payment Period	Interest Rates - optical	Down Payment - service	After Sale	Other Conditions.
1. State Motor Corporation, P.O. Box 1307, Dar es Salaam Tel.: 287947 Telex: 41152	Varying including: Audi, Fiat, Ford, Peugeot, Toyota, Nissan, Suzuki, Pajero etc.	T.Shs. 10m/ above this on case to case basis for special merits	New vehicles 4 years (48 months) used vehicles: less than 4 years	Foreign financed: 8-10-5% locally financed: ruling commercial rates	Negotiable but nominally is 40% for price	Provided with porage through-out the country	
2. Johnson Motors Ltd., 30 Nyerve Road, P.O. Box 4143, Dar es Salaam. Tel.: 863865 863783 Telefax: 865040/865098	All types of vehicles	Depends on prices, presently do not exceed T.Shs. 6m/.		NBC rates of borrowing plus 2% i.e. at present 33% + 2% = 35%	25% with balance in 10 equal instalments		Vehicle on joint ownership until end of the loan.
3. F. K. Motors Ltd., Plot 49 Libya Street, P.O. Box 6385, Dar es Salaam. Tel: 217507-2107/29918 Fax: 41559	Hyundai, Kia, Asua, Kyosung, Suzuki	Depends on prices	24 months	NBC interest rates at present 33-30%	30% of total value	Provided for 12 months or 20,000 kms whichever occur earlier	Depreciation exceeding 20% to be paid by Purchaser Option 2 for Government to buy vehicles directly from manufacturers in bulk may be arranged.

<p>4. Safari Motors Ltd., P.O. Box 9001, Dar es Salaam, Tel.: 30167, Telex: 41336 41087</p>	<p>Variety of: Mazda, Subarus and Pick-ups</p>	<p>6 months</p>	<p>35% on reducing Balance.</p>	<p>50% of exbond price plus duty and taxes.</p>	<p>Provided for hire purchase period</p>	<p>Comprehensive with Safari Motors Ltd., as beneficially and instalments are cleared.</p>
<p>5. Utomini Commercial Ltd., P.O. Box 1058, Dar es Salaam, Tel.: 36266, Fax: 51020, P.O. Box 28, Morogoro, Tel.: 2840, Fax: 4119, Morogoro</p>	<p>Jeep/Cherokee 25840</p>	<p>2-6 years (24-72 months)</p>	<p>3.5-7.5% depend on loan repayment period</p>	<p>100% of price but negotiable</p>	<p>Price of Vehicles presently USD</p>	<p>Able finance 200 vehicles for loaning to Government</p>
<p>6. Simba Motors (T) Ltd., P.O. Box 20200, Dar es Salaam, Tel.: 862864-5 Fax: 862867 Telex: 84070</p>	<p>Tata, Mahindra</p>	<p>Up to 3 years monthly instalment</p>	<p>12.5%</p>	<p>25%</p>	<p>Varies and provided in booklet \$80/-13m/-</p>	
<p>7. OMNI Motors, P.O. Box 3757, Dar es Salaam, Telex: 41451 Tel.: 28887, 37012 Fax: 32666, 44660</p>	<p>Ford, Pick-ups, Subarus, Station Wagon, Double Cabrio.</p>	<p>Subject to Ministry of Finance</p>	<p>Subject to Ministry of Finance</p>	<p>Subject to Ministry of Finance</p>	<p>Range: T.Shs. 5,862,000 to T.Shs. 10,695,000</p>	<p>Deliver 45-60 days including training for one year</p>

8. Associate

Motors,
P.O. Box 266,
Dar es Salaam,
Tel.: 863384
863292
Telex: 41794,
Fax: 86461/49864

9. Mandate

Enterprise Ltd,
P.O. Box 71326,
Dar es Salaam,
Tel.: 38881,
Fax: 46172/3641

New and recon-
ditioned saloon,
pick-ups, delive-
ry vans, station
wagon, pick-ups

8 or 12 months

30% - 35%

25% or 50%

*OMNI/Motors finance package is covered International Bank which have already submitted to the Ministry of Finance.
NB: *Loan terms as at 18/8/1994: NBC 33-39%, CRDB 32%, THB 32%.