



UNITED REPUBLIC OF TANZANIA
MINISTRY OF NATURAL RESOURCES AND
TOURISM
TANZANIA FOREST SERVICES (TFS) AGENCY



CONTRACT NO. AE-068/2021-2022/HQ/TCRP/W/02/03

BETWEEN

TANZANIA FOREST SERVICES AGENCY
P. O. Box 40832,
Dar es Salaam, Tanzania

AND

M/S KIV COMPANY LIMITED LIMITED,
P.O BOX 1831,
MOSHI

REHABILITATION OF ACCESS ROAD AND NATURE TRAILS AT CHOME
NATURE RESERVE.

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Form of Contract

This Contract, made theday of January, 2022 between **Tanzania Forest Services Agency, P.O BOX 40832, Dar-es-Salaam** (hereinafter called "the Employer") and **KIV Company limited, P.O BOX 1831, Moshi** (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **Rehabilitation of Access road and Nature trails at Chome Nature Reserve for contract no. AE-068/2021-2022/HQ/TCRP/W/02/03** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of **Tanzania shillings 319,782,000 (Three Hundred Nineteen Million Seven Hundred Eighty Two Thousand Only)** (hereinafter called "Contract Price").

Now this Agreement witnesseth as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
 - a. Form of Contract;
 - b. the Letter of Acceptance;
 - c. Tender Submission Form
 - d. the Special Conditions of Contract (SCC)
 - e. the General Conditions of Contract (GCC)
 - f. Bill of Quantities
 - g. Specifications
 - h. Drawings
 - i. Other documents as specified in SCC clause 3.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. the Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price of **Tanzania shillings 319,782,000 (Three Hundred Nineteen Million Seven Hundred Eighty Two Thousand Only) VAT Inclusive** payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



Form of Contract

This Contract, made the ^{05th} day of January, 2022 between Tanzania Forest Services Agency, P.O BOX 40832, Dar-es-Salaam (hereinafter called "the Employer") and KIV Company limited, P.O BOX 1831, Moshi (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute Rehabilitation of Access road and Nature trails at Chome Nature Reserve for contract no. AE-068/2021-2022/HQ/TCRP/W/02/03 (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of Tanzania shillings 319,782,000 (Three Hundred Nineteen Million Seven Hundred Eighty Two Thousand Only) (hereinafter called "Contract Price").

Now this Agreement witnesseth as follows:

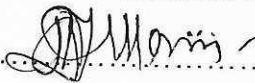
1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
 - a. Form of Contract;
 - b. the Letter of Acceptance;
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 - d. the Special Conditions of Contract (SCC)
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 - f. Bill of Quantities
 - g. Specifications
 - h. Drawings
 - i. Other documents as specified in SCC clause 3.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. the Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price of Tanzania shillings 319,782,000 (Three Hundred Nineteen Million Seven Hundred Eighty Two Thousand Only) VAT Inclusive payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

SIGNED by the said CONSERVATION COMMISSIONER for and on behalf of the Employer.

Name: PROF. DOSSANIOS SILAHO

Signature: 

Occupation: CONSERVATION COMMISSIONER

Date: 05th JANUARY 2022.

In the Presence of

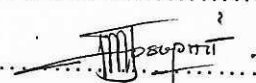
Name: DAVID MUNG'ONG'O

Signature: 

Designation: MANAGER, LEGAL SERVICES.

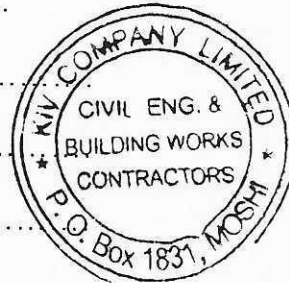
SIGNED by the said for and on behalf of the 'Contractor'.

Name: JOSEPH MAKONGORO MALUMBO

Signature: 

Occupation: MANAGING DIRECTOR

Date: 05.01.2022



In the Presence of

Name: JOHNSON JOHN MBWAMBO

Signature: 

Designation: DIRECTOR

Date: 05/01/2022



LETTER OF ACCEPTANCE





UNITED REPUBLIC OF TANZANIA
MINISTRY OF NATURAL RESOURCES AND TOURISM
TANZANIA FOREST SERVICES AGENCY



Address : "TFS"
Tel No : (+255) (022) 2928154
Fax No : (+255) (022) 2928151
E-mail : mpingo@tfs.go.tz

P.O. BOX. 40832
DAR ES SALAAM

In reply please quote:
Ref. No. AB.77/127/01

4th January, 2022

Director,
KIV Company limited,
P.O BOX 1831,
Moshi.

REF: LETTER OF ACCEPTANCE

This is to notify you that your tender dated 29th December, 2021 for execution of the **Rehabilitation of Access road and Nature trails at Chome Nature Reserve** for Tender No. AE-068/2021-2022/HQ/TCRP/W/02/03 as given in the *Special Conditions of Contract* for the Contract Price of the equivalent of Tanzania shillings 319,782,000 (Three Hundred Nineteen Million Seven Hundred Eighty Two Thousand Only) VAT Inclusive as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We hereby confirming **National Construction Council (NCC) Tanzania** to be the appointing authority, to appoint the Adjudicator in case of any arisen disputes in accordance with ITT 43.1.

You are hereby instructed to proceed with the execution of the said work in accordance with the Contract documents.

Please return the contract dully signed


Prof. Dos Santos Silayo

CONSERVATION COMMISSIONER

CHIEF EXECUTIVE
TANZANIA FOREST SERVICES (TFS) AGENCY

CC: Chief Executive Officer,
Public Procurement Regulatory Authority,
P.O. Box 2865,
DODOMA.

The Controller & Audit General,
P.O. Box 9080,
DAR ES SALAAM.

CC Attorney General,
P.O. Box 630
DODOMA.

Internal Audit General,
P.O Box 9111,
DAR ES SALAAM.

TENDER SUBMISSION FORM

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Tender Submission Form

To: CONSERVATION COMMISSIONER
TANZANIA FOREST SERVICES AGENCY
P.O. BOX 40832 DAR ES SALAAM

28th DEC, 2021.....[date]

We offer to execute the REHABILITATION OF ACCESS ROAD AND NATURE TRAILS
AT CHOME NATURE RESERVE TENDER No. AE-068/2021-2022/HQ/TCRP/W/02/03
[name and identification number of contract] in accordance with the Conditions
of Contract accompanying this Tender for the Contract Price of
TShs. 319,782,000.00 [amount in numbers], THREE HUNDRED
NINETEEN MILLION SEVEN HUNDRED EIGHTY TWO THOUSAND ONLY.
.....[amount in words]

We also offer to complete the said works within a period of
SIX months that includes the mobilisation period.

We declare that our tendering price did not involve agreements with other
tenderers for the purpose of tender suppression.

We hereby confirm National Construction Council to be the Appointing
Authority, to appoint the adjudicator in case of any arisen disputes in
accordance with ITT 43.1 [Adjudicator]

We are not participating, as tenderers, in more than one Tender in this
tendering process other than alternative tenders in accordance with the
tendering documents.

This tender and your written acceptance of it shall constitute a binding
Contract between us subject to submission of acceptable unconditional
performance guarantee.

We understand that you are not bound to accept the lowest or any Tender
you receive.

We hereby confirm that this tender complies with the tender validity and
Tender Security required by the tendering documents and specified in the
Tender Data Sheet.

Authorized Signature: 

Name and Title of Signatory: JOSEPH M. MALUMBO - M/DIRECTOR

Name of Tenderer: KIV COMPANY LIMITED

Address: P.O. BOX 1831 MOSHI





SECTION V: SPECIAL CONDITIONS OF CONTRACT

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Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. Except where otherwise indicated, all Special Conditions of Contract should be filled in by the Employer prior to issuance of the Tendering Documents. Schedules and reports to be provided by Employer should be annexed.

SCC Clause	GCC Clause	Description
1	1.1	<p>A. General</p> <p>The Employer is Conservation Commissioner, Tanzania Forest Services Agency (TFS) P. O. Box 40832, DAR ES SALAAM.</p> <p>The Adjudicator is National Construction Council</p> <p>The Defects Liability Period is <i>180 days</i>.</p> <p>The Project Manager is: Chief Executive Tanzania Rural and Urban Roads Agency (TARURA), P. O. Box 11042, DODOMA.</p> <p>The Works consist of Rehabilitation of Access Road and Nature Trails in Chome Nature Forest Reserve</p> <p>The Start Date shall be 14 days after submission of acceptable performance bond and upon receipt of order to commence from project manager.</p> <p>The Intended Completion Date for the whole of the Works shall be Three (3) months from commencement date.</p> <p>The Site is located at Chome Forest Same District in Kilimanjaro Region</p>
2.	2.2	Sectional completion is not specified
3.	2.3(10)	List other documents that form part of the contract if

		<p>any:</p> <ul style="list-style-type: none"> a) Minutes of Pre-contract negotiation meeting if any b) Power of attorney c) Technical Personnel d) Work program e) Integrity
4.	4.1	The language of the Contract documents is English . The law that applies to the Contract is the Laws of Tanzania .
5	8.1	<p>Address for communication Employer's Conservation Commissioner, Tanzania Forest Services Agency (TFS) P. O. Box 40832, DAR ES SALAAM</p> <p>Contractor's (<i>To be inserted later</i>)</p>
6.	12.1	Include the Schedule of Other Contractors, if any. Not Applicable
7.	13.1	<p>Include the Schedule of Key Personnel.</p> <ul style="list-style-type: none"> 1. Site Agent 2. Site Technician 3. Site Foreman
8.	17.1	<p>The minimum insurance covers shall be:</p> <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials <i>Tzs. 2,000,000.00</i>; (b) loss of or damage to Equipment <i>Tzs. 2,000,000.00</i>; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract <i>Tzs. 3,000,000.00</i>; and (d) personal injury or death <i>Tzs. 5,000,000.00</i>.
9.	18.1	Site Investigation Reports available to the Tenderer are: Not Applicable
	25.1	Unless otherwise state tax payment status: to be paid by the Contractor
10.	26.4	<p>The other measures include:</p> <ul style="list-style-type: none"> a. Minimizing the number of migrant workers employed on the project and household in the site camp

		<p>b. Providing access to voluntary counseling and testing (VCT)</p> <p>c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families</p> <p>d. Providing condoms (male and female) to workers</p>
11.	28.1	The Site Possession Date shall be Within fourteen calendar days after submission of acceptable Performance Security.
12.	32.2	If either Party is dissatisfied with the Adjudicator's decision may, refer the dispute for arbitration within thirty (30) Calendar days
13	31.1	Appointing Authority for the Adjudicator: National Construction Council (NCC) Tanzania
14.	32.3	Arbitration will take place at <i>Dar es Salaam</i> in accordance with rules and regulations published by National Construction Council (NCC) Tanzania using the rules and regulations of Institute of Arbitrators Tanzania
15.	35.1	Security of the site shall be the contractor's onuses
B. Time Control		
16.	36.1	The Contractor shall Submit a Programme for the Works within fourteen (14) days of delivery of the Letter of Acceptance.
17.	36.2	The period between Programme updates is thirty (30) calendar.
18.	36.2	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated programme is: Tanzanian Shillings One Million (TZS 1,000,000.00) only
C. Quality Control		
19.	44.1	The Defects Liability Period is One hundred eighty

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		(180) calendar days..
D. Cost Control		
20	52.7	Minimum Amount of Interim Payment Certificate will be Ten (10) percent of Contract Price
21	54.1	The currency of payment shall be Tanzania Shillings (TZS)
22.	57	The contract <i>is not</i> subject to price adjustment.
23.	58.1	The amount of retention is Ten (10) percent of value of works of Interim Payment Certificate.
		Limit of retention will be Ten (10) percent of Contract Price.

24.	59.1	The amount of liquidated damages per day is 0.1% of the contract price per day.
		The maximum amount of liquidated damages is 10% of the final Contract Price
25.	60.1	The bonus for early completion is Not Applicable
26.	61.1	The amount of advance payment shall be 15 per cent of the contract sum payable after Submission of acceptable unconditional Advance Payment bank guarantee
		Monthly Recovery of Advance Payment: 20 percent of amount of Interim Payment Certificate.
27.	62.1	The Performance Security shall be the minimum amounts equivalent to Ten (10) Percent of the Contract Price for performance bond or 10 percent for Bank Guarantee.
		The performance security shall be submitted within fourteen days (14) working days after signing the contract
28	66.1	Contractor shall handover the site and the works to the Employer within Seven (7) calendar days after the Project Manager issuing the Certificate of Completion
		E. Discharge of the Contract
29.	68.1	As built drawings shall be supplied by the contractor by. Not Applicable

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		Operating manual shall be supplied by the contractor by Not Applicable
30.	68.2	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is: Not Applicable The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is: Not Applicable
31.	69.2 (i)	Number of days for which the maximum amount of liquidated damages can be paid is <i>100 Days</i>
32.	70.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <i>5 percent</i>

GENERAL CONDITION OF CONTRACT (GCC)

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A. General

1. Definition

The following words and expressions shall have the meanings hereby assigned to them:

The **Adjudicator** is the person appointed by the appointing Authority specified in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance, and as provided for in GCC 31 and 32 hereunder.

The **Arbitrator** is the person appointed to resolve contractual disputes, and as provided for in GCC 32 hereunder.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation Events are those events provided for in GCC 55.

The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 21.1

The **Commencement Date** is the date when the Contractor shall commence execution of the Works as specified in the Notice of Contract Commencement. The Commencement Date may be revised by the Project Manager in consultation with the employer by issuing an extension of time.

The **Contract** is the Contract entered between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.

The **Contractor** is a person whether natural or legal whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed tendering document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **Months** are calendar

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	<p>months.</p> <p>Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.</p> <p>A Defect is any part of the Works not completed in accordance with the Contract.</p> <p>The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.</p> <p>The Defects Liability Period is the period named in the SCC and calculated from the Completion Date.</p> <p>Drawings means the drawings of the works, as included in the contract and any additional or modified drawings issued by (or on behalf of) the Employer in accordance with the contract.</p> <p>Effective Contract date is the date shown in the notice of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in Clause 3 of the GCC.</p> <p>The Employer is the person named as employer in the SCC and the legal successors in title to this person.</p> <p>Equipment is the Contractor's machinery and vehicles brought to the Site to execute the Works.</p> <p>Force Majeure means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances; and includes, but is not limited to, war, riots, civil disorder, earthquake,</p>
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fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

Materials are all supplies, including consumables, used by the Contractor for execution of the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

The **Project Manager** is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

The **Site** is the area where works are to be executed as specified in the SCC.

Site Investigation Reports are factual and interpretative reports about the surface and subsurface conditions at the Site that were included in the Tendering documents as indicated in the SCC.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

The **Start Date** is given in the SCC: It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person whether natural or legal who has a Contract with the Contractor to carry out a part of the work in the Contract, which

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	<p>includes work on the Site.</p> <p>Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>A Variation is an instruction given by the Project Manager in consultation with the Employer, that varies the Works.</p> <p>The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
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<p>2. Interpretation</p>	<p>2.1 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.</p> <p>2.2 If sectional completion is specified in the SCC, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none">(1) Form of Agreement,(2) Special Conditions of Contract,(3) General Conditions of Contract,(4) Letter of Acceptance,(5) Certificate of Contract Commencement,(6) Specifications,(7) Drawings,(8) Bill of Quantities,(9) Contractor's Tender, and(10) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
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<p>3. Conditions Precedent</p>	<p>3.1 Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-</p> <p>a) Submission of performance Security in the form specified in the SCC; and</p> <p>b) Furnishing of Unconditional Advance Payment Guarantee.</p> <p>3.2 If the Conditions precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;</p> <p>3.3 If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date.</p>
<p>4. Language and Law</p>	<p>4.1 The language of the Contract and the law governing the Contract are stated in the SCC.</p>
<p>5. Confidentiality</p>	<p>5.1 The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.</p>
<p>6. Project Manager's role</p>	<p>6.1 Except where otherwise specifically stated, the Project Manager will supervise execution of the contract between the Employer and the Contractor. The Project Manager shall have no authority to amend the contract.</p>
<p>7. Delegation</p>	<p>7.1 The Project Manager may upon prior consent of the employer and after notifying the contractor, delegate any of his duties and responsibilities to other people except to the Adjudicator, and may cancel any delegation after notifying the Contractor.</p>

8. Communications		8.1 Communications between the Parties to the Contract shall be effective only when in writing whether in hard or electronic form that provides record of the content of the communication. A notice shall be effective only when it is delivered at the address specified in the SCC.
9. Subcontracting		9.1 The Contractor may subcontract with the approval of the Project Manager, subject to consultation with the Employer. Subcontracting shall not alter the Contractor's obligations.
10. Assignment		10.1 The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.
11. Liability of Joint Venture		<p>11.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:</p> <ul style="list-style-type: none"> (a) These persons shall be jointly and severally liable to the Employer for the performance of the Contract; (b) These person shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and (c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.
12. Other Contractors		12.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification

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<p>13. Personnel</p>		<p>13.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.</p> <p>13.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons for, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p>
<p>14. Employer's and Contractor's Risks</p>		<p>14.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.</p>

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<p>15. Employer's Risks</p>	<p>15.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to <ul style="list-style-type: none"> (i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, <p>15.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <ul style="list-style-type: none"> (i) a Defect which existed on the Completion Date, (ii) an event occurring before the Completion Date, which was not itself an Employer's risk, or (ii) the activities of the Contractor on the Site after the Completion Date.
<p>16. Contractor's Risks</p>	<p>16.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.</p>

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<p>17. Insurance</p>	<p>17.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death. <p>17.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p> <p>17.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>17.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.</p> <p>17.5 Both parties shall comply with any conditions of the insurance policies.</p>
<p>18. Site Investigation Reports</p>	<p>18.1 The Contractor shall, in executing the contract, rely on Site Investigation Reports referred to in the SCC and any supplemented information available to the Contractor.</p>
<p>19. Queries about Implementation of Contract</p>	<p>19.1 The Project Manager will clarify queries on all contractual matters.</p>

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20. Contractor to execute the Works		20.1 The Contractor shall execute and install the Works in accordance with the Terms and Conditions of Contract.
21. Commencement and Completion of the Works		21.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Works Programme submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
22. Approval by the Project Manager		<p>22.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.</p> <p>22.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>22.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>22.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>22.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before their use.</p>
23. Protection of the Environment		23.1 The Contractor shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
		23.2 The Contractor shall ensure that emissions, surface discharges and effluent from his activities shall not exceed limits prescribed in relevant environmental laws.

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<p>24. Labour Laws</p>		<p>24.1 The Contractor shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, immigration and shall allow them all their legal rights.</p> <p>24.2 The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.</p>
<p>25. Taxes and Duties</p>		<p>25.1 The Contractor, Sub-contractors and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Tanzania unless otherwise stated in the SCC.</p>
<p>26 Health and Safety</p>		<p>26.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel and the public as per the governing occupational, health and safety laws.</p>
		<p>26.2 The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>26.3 The Contractor shall notify the Employer details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.</p> <p>26.4 The Contractor shall conduct an HIV-Aids awareness programme, and shall take other such measures as specified in the SCC to reduce the risk of transfer of HIV virus between and among Contractor personnel, the Employers Staff and the surrounding community.</p>

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27 Discoveries		27.1 Anything of historical or other interest or of significant value unexpectedly discovered on, in, or under the land at the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
28 Possession of the Site		28.1 The Employer may give possession of whole or parts of the Site to the Contractor as stated in the SCC. If possession is not given by the date stated in the SCC, the Employer will be deemed to have delayed the start of the relevant activities, and this may be a Compensation Event.
29 Access to the Site		29.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
30 Instructions, Inspections and Audits		<p>30.1 The contractor shall comply with instructions given by the Project Manager in writing on any matter related to the contract which comply with the applicable laws where the Site is located.</p> <p>30.2 The Contractor shall permit the Government of the United Republic of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Government of the United Republic of Tanzania, if so required by the Government of the United Republic of Tanzania</p>
31 Disputes Resolution		31.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.

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<p>32 Procedure for disputes</p>		<p>32.1 After the dispute has been referred to the adjudicator, within 30 days, or within such other period as may be proposed by the Parties, the Adjudicator shall give its decision. The rendered decision shall be binding to the Parties.</p> <p>32.2 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.</p>
		<p>32.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.</p>

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33 Fees and Costs of Adjudicator		33.1 The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
34 Replacement of Adjudicator		34.1 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be appointed by the Appointing Authority.
35 Security of the Site		<p>35.1 Unless otherwise stated in the SCC,</p> <ul style="list-style-type: none"> (a) the Contractor shall be responsible for keeping unauthorised persons off the site, and (b) authorised persons shall be limited to the Contractor's and Employer's personnel, and to any other personnel and other Contractor notified to the Contractor by the Project Manager or Employer.
		B. Time Control
36 Programme		36.1 Within the time stated in the SCC, the Contractor shall submit to the Project Manager for approval of a Work Programme showing the method(s), arrangements, order, and timing for all the activities of the Works.
		36.2 The Contractor shall submit to the Project Manager for approval an updated Works Program at intervals not longer than the period stated in the SCC. If the Contractor does not submit an updated Works Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

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		36.3 An update of the Works Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
		36.4 The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events
37 Extension of the Intended Completion Date		37.1 The Employer may extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
		37.2 The Employer shall, within twenty one (21) days of receipt of application for extension of the Intended Completion Date by the Contractor, decide whether or not to grant the extension. The application by the Contractor shall be granted only when supported by full information of a compensation event(s) or variation.
		37.3 In the event the Contractor has not issued an early warning notice of a delay or has failed to cooperate in dealing with a delay, such a delay or failure may be a ground for not granting the extension of the Intended Completion Date



<p>38 Acceleration</p>	<p>38.1 When the Employer wants the Contractor to finish the works before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts the said proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Employer and the Contractor.</p> <p>38.2 In the event that the Contractor's priced proposals for an acceleration of the Works are accepted by the Employer, they shall be incorporated in the Contract Price and treated as a Variation.</p>
<p>39 Delays Ordered by the Project Manager</p>	<p>39.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works</p> <p>39.2 During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.</p> <p>39.3 The Project Manager may also notify the cause for the suspension.</p>
<p>40 Management Meetings</p>	<p>40.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>40.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p>

<p>41 Early Warning Notice</p>		<p>41.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future event(s) or circumstance(s) that may adversely affect the quality of the Works, increase the Contract Price or delay the execution of the Works. Upon receipt of the said Notice, the Project Manager may require the Contractor to provide an estimate of the expected effect of the future event(s) or circumstance(s) on the Contract Price and Intended Completion Date or Completion Date as the case may be. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>41.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event(s) or circumstance(s) can be avoided or reduced by anyone involved in the Works and in carrying out any resulting Instruction of the Project Manager.</p>
		<p>C. Quality Control</p>

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<p>42 Identifying Defects</p>	<p>42.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities.</p> <p>42.2 The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.</p>
<p>43 Tests</p>	<p>43.1 The Project Manager may instruct the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and in the event the test shows that it does, the Contractor shall pay for the test and any samples thereof. If there is no Defect, the test shall be a Compensation Event.</p>
<p>44 Correction of Defects</p>	<p>44.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period stated in the SCC, which begins from the Completion date.</p> <p>44.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defects within the period of time specified in the Project Manager's notice.</p> <p>44.3 If the Contractor has not corrected a defect within the time specified in the Employer's notice, a penalty for lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the defect correct, assessed as described in GCC 46.1.</p>
<p>45 Extension of Defect Liability Period</p>	<p>45.1 The Defects Liability Period may be extended by the Project Manager for as long as Defects remain to be corrected.</p>
<p>46 Uncorrected Defects</p>	<p>46.1 In the event the Contractor has not corrected a Defect(s) within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, including any other related cost(s) and the Contractor will pay the said cost.</p>



		D. Cost Control
47	Bill of Quantities	<p>47.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.</p> <p>47.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.</p>
48	Changes in the Quantities	<p>48.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.</p> <p>48.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.</p> <p>48.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.</p>
49	Variations	<p>49.1 All Variations shall be included in updated Work Programmes produced by the Contractor.</p>

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<p>50 Payments for Variations</p>	<p>50.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>50.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work is above the limit stated in Sub-Clause 48.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.</p> <p>50.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.</p> <p>50.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>50.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning Notice.</p>
<p>51 Cash Flow Forecasts</p>	<p>51.1 When the Works Programme is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.</p>

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<p>52 Payment Certificates</p>	<p>52.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>52.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty eight (28) days of receipt of the certificate from the contractor.</p> <p>52.3 The value of work executed shall be determined by the Project Manager.</p> <p>52.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.</p> <p>52.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>52.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p> <p>52.7 The Project Manager shall not be bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the SCC.</p>
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<p>53 Payments</p>	<p>53.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest issued by the Bank of Tanzania on the date of Contract signature for each of the currencies in which payments are made.</p> <p>53.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>53.3 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.</p> <p>53.4 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.</p>
<p>54 Currencies</p>	<p>54.1 The currency of payment shall be stated in the SCC.</p> <p>54.2 Where payments are to be made in currencies other than the Tanzania Shillings, the exchange rates to be used for calculating such amounts shall be the Bank of Tanzania exchange rate prevailing on the date of contract signature</p>

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55 Compensation Events

55.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date as per GCC 28.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.

	<p>55.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall, upon consultation with Employer, decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p> <p>55.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, if agreed by the Employer, the Contract Price may be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager in consultation with Employer shall adjust the Contract Price based on the Project Manager's own forecast.</p> <p>55.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.</p>
<p>56 Effect of Changes in Tax Laws</p>	<p>56.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of tenders for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 50.</p> <p>56.2 In the event that the Laws Governing Taxes, Duties and other levies have changed between the signature date and the last completion certificate thereby affecting the Contract Price, the Employer and the Contractor, shall mutually adjust the contract price accordingly.</p>

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57 Price Adjustment	57.1 If applicable and stated in SCC, the amounts payable to the Contractor, pursuant to GCC 53.1 may be adjusted in respect of the rise or fall in the cost of labor, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause.
	57.2 To the extent that full compensation for any rise in costs to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise of costs.
	57.3 The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be determined formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be as follows; $P_n = a + b \frac{L_n - L_o}{L_o} + c \frac{M_n - M_o}{M_o} + d \frac{E_n - E_o}{E_o} + etc.$
	where; P _n is a price adjustment factor to be applied to the amount in each specific currency for the payment of the work carried out in the subject month, where such variations and daywork are not otherwise subject to adjustment;

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	<p>a is a constant, specified in the Appendix to Tender, representing the nonadjustable portion in contractual payments;</p> <p>b, c, d, etc., are weightings or coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the Appendix to Tender; the sum of a, b, c, d, etc., shall be one;</p> <p>Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements in the specific currency of origin for month "n," determined pursuant to Sub-Clause 57.5, applicable to each cost element; and</p> <p>Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 57.5</p>
	<p>The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by the Employer to the Contractor before deduction of any retention money shall be increased or decreased by an amount of 'F'.</p>

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	<p>where;</p> <p>The effective value Pc of work done which is to be subjected to increase or decrease shall be the difference between:</p> <p>(i) the amount which, in the opinion of the Project Manager, is due to the Contractor under Clause 45 (before deduction of retention money and before deducting sums previously paid on account) less:</p> <ul style="list-style-type: none"> • any amount for payment or repayment of any advance payment; • any amount for materials on site (if any); • any amounts for nominated sub-contractors (if any) • any amounts for any other items based on actual cost or current prices; or • any sums for increase or decreases in the Contract Price paid under this Sub-Clause <p style="text-align: center;">and</p> <p>(ii) the amount calculated in accordance with (i) above of this Sub-clause and included in the last preceding statement.</p>
	<p>57.4 The sources of indices shall be those listed in the Appendix to Tender, as approved by the Engineer. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his tender the tabulation of Weightings and Source of Indices in the Appendix to Tender, which shall be subject to approval by the Engineer.</p>

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	<p>57.5 The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of tenders. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.</p>
	<p>57.6 If the Contractor fails to complete the Works within the time for completion prescribed under GCC 21.1 adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to GCC 37.1 the above provision shall apply only to adjustments made after the expiry of such extension of time.</p>
	<p>57.7 The weightings for each of the factors of cost given in the Appendix to Tender shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under GCC 49 or for any other reason.</p>

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58 Retention	<p>58.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC. The total amount of retention shall not exceed the amount specified in the SCC.</p> <p>58.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.</p> <p>58.3 On completion of the whole Works, the Contractor may substitute retention money with an "on demand" or unconditional Bank guarantee.</p>
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<p>59 Liquidated Damages</p>	<p>59.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the maximum amount of performance security specified in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p> <p>59.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 53.1</p> <p>59.3 Where the Project Manager, after assessment of work progress, upon satisfaction that the Contractor will not complete the works within the contract period, may issue a notice to the Contractor requiring the payment of liquidated damages pursuant to GCC 59.1</p> <p>59.4 If the Contractor has not corrected a defects within the time specified in the Employer's notice, the Employer will assess the cost of having the defect corrected, the Contractor will pay this amount, and a penalty for lack of performance calculated as described in GCC 46.1</p>
<p>60 Bonus</p>	<p>60.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.</p>

<p>61 Advance Payment</p>	<p>61.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.</p> <p>61.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>61.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p>
<p>62 Performance Securities</p>	<p>62.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount stated in the SCC and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.</p>

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		62.2 Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Contractor to provide additional Performance Security to cover for any cumulative increase of more than ten percent of the Initial Contract Price.
63 Dayworks		<p>63.1 If applicable, the Dayworks rates in the Contractor's Tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.</p> <p>63.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.</p> <p>63.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.</p>
64 Cost of Repairs		64.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
		E. Discharge of the Contract

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65 Completion Certificate		65.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will so issue upon satisfaction that the work is completed.
66 Site Hand Over		66.1 When the Certificate of Completion is issued by the Project Manager, the Contractor shall handover the site and the works to the Employer within time specified in the SCC
67 Final Account		<p>67.1 Upon the expiry of the defect liability period, the Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract. The Project Manager shall, within fifty six (56) days, verify the account and, upon satisfaction, certify any final payment due to the Contractor and thereafter issue a defect liability certificate.</p> <p>67.2 In the event the Project Manager is not satisfied with the Account submitted by the Contractor pursuant to sub-Clause 67.1, shall within 56 days issue a schedule of correction. If the final account remains unsatisfactory after it has been re-submitted, the Project Manager shall, upon consultation with the Employer, decide on the amount payable to the Contractor and issue a payment certificate.</p>
68 Operating and Maintenance Manuals		<p>68.1 The Contractor shall supply to the Employer the "as built" Drawings and/or operating and maintenance manuals and any other related documents by the handover period stipulated in the SCC pursuant to GCC 66</p> <p>68.2 If the Contractor does not supply the Drawings and/or manuals stated in GCC 68.1 by the dates specified pursuant to clause 66 of the GCC, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.</p>
69 Termination		69.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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		<p>69.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Works Programme and the stoppage has not been authorized by the Project Manager; (b) the Project Manager instructs the Contractor in writing to delay the Works progress, and the instruction is not withdrawn in writing within 28 days (c) contractor's failure to submit performance security within the time stipulated in the SCC; (d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (e) a payment certified by the Project Manager is not paid by the Employer to the Contractor after 84 days from the date of the Project Manager's certificate; (f) Failure of the Contractor to correct the defect after lapse of time specified in the notice to correct defects issued by the Project Manager.; (g) where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 35; and (h) The contractor does not maintain security which is required; and (i) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC. (j) if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive,
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obstructive or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

"corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;

"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;

"collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the Party for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a Fraudulent Practice

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition;

"obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Contract;

69.3 When either party to the Contract gives notice of a Fundamental breach of Contract to the other Party for a cause other than those listed under Sub-Clause 69.2 above, the Project Manager shall decide whether the said breach is

		<p>fundamental or not.</p> <p>69.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>69.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
70 Payment upon Termination		<p>70.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p>
		<p>70.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p>

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71 Property		71.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the contract is terminated for fundamental breach by the Contractor,
72 Suspension of Financing		<p>72.1 In the event that the source of financing is suspended to the Employer, from which part of the payments to the Contractor are being made:</p> <p>(a) The Employer shall notify the Contractor of such suspension within seven (7) days of having received the financing agency's suspension notice.</p> <p>(b) After the Notice has been issued and within fourteen (14) days, the Parties shall mutually agree on the future events of the Contract</p>
73 Force Majeure		<p>73.1 Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.</p> <p>73.2 For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent</p> <p>73.3 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party</p>

	<p>from performing its obligations under the Contract. The Notice shall be given within fourteen days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure;</p> <p>73.4 The Affected Party shall use reasonable efforts to mitigate the effects of the event of Force Majeure and shall endeavour to minimise any delay in the performance of the contract as a result of Force Majeure;</p> <p>73.5 The Affected Party shall give Notice to the other Party when it ceases to be affected by the Force Majeure; and</p> <p>73.6 Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 73.3 the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the Contractor, the Contractor must provide a revised Work Program rescheduling the Works to minimise the effect of the prevention or delay caused by the event of Force Majeure.</p>
<p>74 Release from Performance</p>	<p>74.1 In the event the Affected Party have used all reasonable efforts to mitigate the effect of the event of force Majeure and minimize any delay in the performance of the contract as result of force Majeure, but the effect of force Majeure still subsist, the Project Manager upon written consent of the employer shall certify that the Contract has been frustrated.</p> <p>Upon certification by the Project Manager pursuant to GCC 74.1 the Contractor shall make the site safe and stop work as quickly as possible after receiving the certificate and shall be paid for all Works carried out.</p>

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BILL OF QUANTITIES

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PROJECT: PERIODIC MAINTAINANCE, SPOT IMPROVEMENT, ROUTENE MAINTAINANCE OF ACCESSING AND APPROACHING ROADS ALONG SHENGENA PEAK IN CHOME FOREST RESERVE IN SAME DISTRICT COUNCIL. (BILLS OF QUANTITIES).

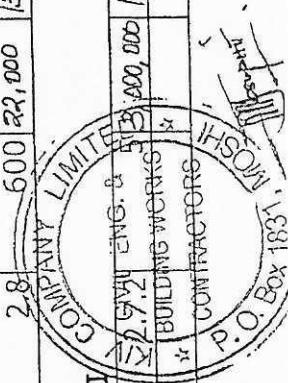
ITEM NO	ITEM DESCRIPTION	UNIT	REF. IN SPECS	QTY PER BOQ	RATE	AMOUNT
1.0	Preliminaries and General Items					
1.1	Provision of information panel (project sign board)	No	1.6	1	1,000,000	1,000,000
1.2	Exploratory, Excavation and laboratory material testing (As	PS	1.5	1	5,000,000	5,000,000
1.3	Provisional of Information Panel (project sign board)	LS	1.2	1	1,000,000	1,000,000
1.4	Mobilization/Demobilization of Plants & Equipment	PS	1.8	1	25,000,000	25,000,000
1.6	HIV/AIDS Awareness campaigns	PS	1.9	2	1,000,000	2,000,000
	Subtotal Preliminaries and General Items					34,000,000

2.0 Road Works

CHOME SECONDARY - MAPAKANI - UNDP						
2.1	Road formation by Heavy reshaping	km	2.7.2	9	3,000,000	27,000,000
	Excavate, Stockpile, load haul, spread, water and compact to required density (95% MDD) gravel wearing course (150mm thick) including overhaul and compaction test	m ³	2.8	5400	22,000	118,800,000
VIBAO VYA MBWAMBO- BWAMBO						
2.3	Road formation by Heavy reshaping	km	2.7.2	1	3,000,000	3,000,000
	Excavate, Stockpile, load haul, spread, water and compact to required density (95% MDD) gravel wearing course (150mm thick) including overhaul and compaction test	m ³	2.8	600	22,000	13,200,000

VIBAO VYA BWAMBO - NDANI YA HIFADHI

2.5	Road formation by Heavy reshaping	km			15,000,000	15,000,000
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2.6	Excavate, Stockpile, load haul, spread, water and compact to required density (95% MDD) gravel wearing course (150mm thick) including overhaul and compaction test	m ³	2.8	3000	22,000	66,000,000
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WALKING TRAILS TO SHENGENA PEAK

2.7	Bush clearance at Shengena Peak	m ²		1000	2,000	2,000,000
2.8	Cutting and removal of fallen trees along walking trails	No		50	60,000	3,000,000
2.9	Excavation for, and construction of concrete Hiking steps to Shengena peak (0.6m x 0.15m x 0.25m)	m ³	83.2	10	100,000	1,000,000
Subtotal: Road Works						249,000,000

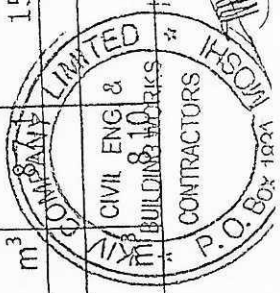
DRAINAGE WORKS

Pipe Culverts (Nos 3)						
3.1	Excavate, provide, lay, join and backfill for concrete pipe culverts 900mm diameter including surrounding concrete class 20 formwork	1m	8.3.2	21	550,000	11,550,000

3.2	Excavation for inlets and outlets to allow free flow of water under constructed pipes culverts	m	8.3.2	20	5,000	100,000
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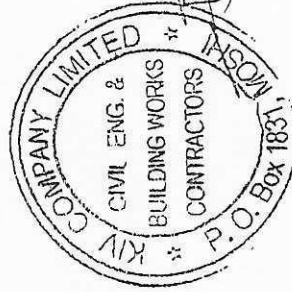
3.3	Concrete Class 20 for Apron, wingwall, drop inlet, headwall foundation for cutoff wall, inlet and outlet including formwork	m ³	8.3.2	6	450,000	2,700,000
Construction of 6m x 8m Drift (Nos 8)						

3.4	General oversite excavation average depth 350mm and trenches for cut off wall average depth 700mm to receive hardcore	m ³		150	8,100	1,200,000
3.5	Construction of stone masonry cut off wall 300mm thickness using cement sand mortar ration 1:4			8	180,000	1,440,000



Handwritten signature or mark.

3.6	Provide 200mm hardcore	m ²	8.7.2	384	20,000	7,680,000
3.7	Supply and fix BRC mesh on top of hardcore	m ³	8.9	384	18,000	6,912,000
3.8	Provide 150mm thick concrete grade 20 including formwork	m ²	8.8	60	50,000	3,000,000
Construction of lined ditch 30m						
3.9	Excavate foundation trench to receive stone masonry wall	m ³	8.11	34	10,000	340,000
3.1	Construct 100mm stone pitching	m ²	8.16.3	30	20,000	600,000
3.11	Construction of Stone Masonry	m ³	8.14.2	7	180,000	1,260,000
Sub-Total Drainage Works						36,782,000
Total Road (VAT INCLUSIVE)						319,782,000



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SPECIFICATIONS

Standard Specifications shall be the "Standard Specifications for Maintenance Works 2010" prepared by TANROADS (now the Ministry of Works and Transport), Tanzania.

The Standard Specifications are subjected to the variation and additions set out in the Special Specifications.

A copy of the Standard Specification for Maintenance Works 2010 can be obtained from:

TANROADS,
P.O. Box 11364,
Dar Es salaam, Tanzania
Telephone: +255-22-2666122/ 2666088
Facsimile: +255-22-2666088
E-mail: tanroadshq@tanroads.go.tz



DRAWINGS

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OTHER DOCUMENTS AS SPECIFIED IN SCC CLAUSE 3.

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WORK PLAN OF WORKS

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PROGRAMME OF WORK

PROJECT : REHABILITATION OF ACCESS ROAD AND NATURE TRAILS IN CHOME NATURE FOREST RESERVE
TENDER NO. AE - 068/2021 - 2022/HQ/W/02/03

COMPANY : KIV COMPANY LTD

S/NO	ITEM DESCRIPTION	DURATION IN WEEKS																								
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	13 th	14 th	15 th	16 th	17 th	18 th	19 th	20 th	21 st	22 nd	23 rd	24 th	
1	Site Mobilization																									
2	Road formation by heavy reshaping																									
3	Bush clearance																									
4	cutting and removal of fallen trees																									
5	Installation of concrete pipe culverts																									
6	Construction of solid drift																									
7	construction of lined ditch																									
8	Excavation for and construction of hiking steps																									
9	Gravelling work																									
10	Site handingover and Demobilization																									



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POWER OF ATTORNEY

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STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 27th DECEMBER, 2021 WE the undersigned KIV COMPANY LIMITED of P.O.BOX 1831 MOSHI, by virtue of authority conferred to us by the Board Resolution No 60 of 27th day of DECEMBER, 2021, do hereby ordain nominate and appoint JOSEPH M. MALUMBO of P.O.BOX 1831 MOSHI to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of tender No. AE - 068/2021 - 2022/HQ/TCRP/W/03 that is to say;

To act for the company and do any other thing or things incidental for AE - 068/2021 - 2022/HQ/TCRP/W/03 of REHABILITATION OF ACCESS ROAD ROAD AND NATURE TRAILS IN CHOME NATURE FOREST RESERVE for the TANZANIA FOREST SERVICES AGENCY (TFS)

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said KIV COMPANY LIMITED and delivered in the presence of us this 27 day of DECEMBER 2021

IN WITNESS whereof we have signed this deed on this 27 day of DECEMBER, 2021 at KILIMANJARO for and on behalf of KIV COMPANY LIMITED

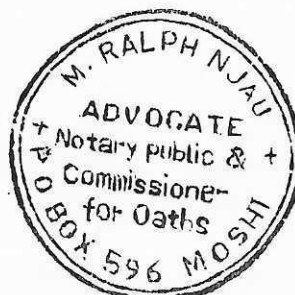
SEALED and DELIVERED by the
Common Seal of JOHNSON J. MBWAMBO

DONOR

This 27 12 2021

BEFORE ME:

.....
COMMISSIONER FOR OATHS



jm

TECHNICAL PERSONNEL

jm

CURRICULUM VITAE.

A: PERSONAL PROFILE:

FULLY NAME : JOSEPH MAKONGORO MALUMBO.
NATIONALITY : TANZANIAN.
TRIBE : JITA.
DATE OF BIRTH : 23 Nov. 1967.
PLACE OF BIRTH : BWAI – MUSOMA – MARA REGIONAL.
MARITAL STATUS : MARRIED.
RELIGION : CHRISTIAN.
ADDRESS : P.O BOX 1831 MOSHI.
LANGUAGE : FREQUENT KISWAHILI AND ENGLISH.

B: EDUCATION BACKGROUND:

1979 – 1985 : Mapinduzi Primary School.
CERTIFICATE AWARDED : Primary Education Certificate.

1986 – 1989 : Moshi Technical Secondary School.
CERTIFICATE AWARDED: Ordinary Secondary Education Certificate.

1990 – 1993 : Dar-es-salaam Technical College.
CERTIFICATE AWARDED : FTC in Civil Engineering.

C: WORKING EXPERIENCE:

1994 – 1996: COMPANY PROJECT
POSITION
- Lyamuya Construction Company Limited.
- Construction of Angaza women's Centre at Sanya Juu.
- Construction of student Hostel at N.V.C.T Moshi.
- Construction of V.W.C Building at Moshi.
- Site Agent.

1997 – 1998 : COMPANY PROJECT
POSITION
- Saibon Company Limited.
- Bridge privative maintenance work from km 20 + 000 - 35 + 000 on Himo Jet to same Road.
- Site Agent.

1999 – 2007 : COMPANY PROJECT
POSITION
- Saiboni Company Limited.
- Bridge privative maintenance work at Kiburio.
- Construction of gabions for retaining and wing walls.
- River training .
- Stone pitching.
- Site Agent.



- PROJECT** - Bridge preventive maintenance works at Kifaru area on Himo Jct - Sar Road.
- Construction of retaining walls with gabion Boxes.
- Construction of retaining wall with stone masonry.
- Stone pitching.
- Shoulder repair.

POSITION - Site agent.

- PROJECT** - Bridge preventive maintenance works of Matamba and Kwa Husein Bridges on Himo - Holili Road.
- Construction of retaining wall with Gabion boxes.
- Excavation of catch water drains.

POSITION - Site Agent.

- PROJECT** - Bridge preventive maintenance works of Mashima bridge on Marangu - Ta rakea Road.
- Construction of retaining wall with gabion Boxes.
- Stone pitching.
- Construction of masonry line in ditch.

POSITION - Site Agent.

- PROJECT WORKS PERFORMED** - Routine / Reccurent maintenance works on Himo Jct --KIA Road.
- Construction of weigh bridge platform at Ecko Area.
- Shoulder repair.
- Crack sealing.
- Patch work.
- In stallion of warning signs.

POSITION - Site Agent.

- PROJECT** - Bridge major repair on Himo Jct - KIA and Himo Jct - Same Roads.
- Construction of Stone masonry retaining wall.
- Construction of retaining wall with Gabion Boxes.
- Underpinning with concrete.
- Stone pitching.
- Construction of box culvert at Kifaru area.

POSITION - Site Agent.



- PROJECT** - Routine maintenance and Rehabilitation works on Holili – Tarakea Road.
- Installation of concrete culverts.
 - Light reshaping.
 - Heavy reshaping.
 - Excavation of catch water drains and mitre drains.
 - Gravel works.
- POSITION** - Site Agent.

2008 – Up to date:

- COMPANY** - KIV Company Limited.
- POSITION** - Managing Director.
- Technical Site Manager.

CIVIL WORKS PROJECT - Rehabilitation of access Road at Marangu Kinapa Head Quarter.

- PROJECT** - Routine maintenance on Mammesura – lake Challa, Mengwe Ngoyoni, Keni Mengeni Lower Road, KKKT Junction – Lowe Road and Keni Alen
- Lower Road.
 - Heavy reshaping.
 - Light reshaping.
 - Bush clearing.
 - Construction of Score checks.
 - Gravel works.

PROJECT – routine maintenance of:- ikuini road, mkuu town roads, tanesco, magereza, ibukoni jct – huruma church, ubaa road, shimbi kati – kwa sondo, mharu kilimanjaro secundar, kirai – isia (1), sia (2) – kirai (2) -, kiboro – mahaa, nana mterini – mokala , maharo jct – forest boundary and shimbi kati – kwa ikuru.

- Heavy reshaping
- Light reshaping
- Open side drains
- Open miter drains
- Desilt miter Drains
- Boulder removal



PROJECT - routine maintenance and spot improvement for additional works and maharo – mangulwa.

- Heavy reshaping
- Light reshaping
- Open side drains
- Open miter drains
- Desilt miter Drains
- Boulder removal
- Gravel work

PROJECT - rehabilitation of mweka road (upper section 2.5 km)


- Heavy grading
- Installation of culverts
- Gravelling
- Open miter drains

PROJECT

- Routine maintenance works on Ikuini Road, Mkuu Town Road, Tanesco - Magereza, Mharu, Kirai – Isia (1), Isia (2) Kirai (3) Kiboro – Mahaa, Nana Mtereni – Mokala, Maharo Jct _ Forest Boundary, shimbi kati – Kwaikuru, and Itembeni – Machame Roads.
- Heavy reshaping.
- Light reshaping.
- Boulder removal.
- Excavation of mitre drains.

BUILDING WORKS

- Construction of Domestic Science and Carpentry work shops at Mharu Primary school financed by KINAPA.
- Construction of two classrooms and office at Sawe Secondary school financed by KINAPA.
- Construction of two classrooms and office at Kikeleiwa primary school financed by KINAPA.
- Construction of two Computer Laboratory building at Natiro Secondary School financed by KINAPA.
- Construction of two classrooms and office at Okaoni Secondary school financed by KINAPA.
- Construction of Dormitory at Umbwe secondary school financed by KINAPA.

Signed by: 

Date:..... 06.08.2020



The National Examinations Council of Tanzania



National Technical Examinations Full Technician Certificate in CIVIL ENGINEERING

This is to certify that **JOSEPH M. MALUMBO**

Index No. up to **1-0386**
of **DAR ES SALAAM TECHNICAL COLLEGE**
sat for the above Examination which was held in **MAY 1993**
and qualified for the award of this certificate
after attaining the following performance

Subject	Grade
MATHEMATICS	D
SOIL MECHANICS & FOUNDATIONS	D
ROUTE DESIGN & ROAD CONSTR.	E
STRUCTURAL DESIGN & DETAILING	D
REINFORCED CONG. & CONSTRUCTION	D
BUILDING CONSTRUCTION	A

Julius Nyerere
Chairman

20 AUG 1993

Date

[Signature]
Executive Secretary

ETC No 113541

Jm

CURRICULLUM VITAE (CV)

PERSONAL PARTICULARS

FIRST NAME : STANSLAUS
SURNAME : PHILIP
DATE OF BIRTH : 11 APRIL 1985
NATIONALITY : TANZANIAN
PLACE OF BIRTH : MOSHI, KILIMANJARO
MARITAL STATUS : MARRIED
GENDER : MALE
RELIGION : CHRISTIAN
MOBILE PHONE : 0759072501/0620765075
EMAIL ADDRESS : stanslausphilip.39@gmail.com
PERMANENT ADDRESS : STANSLAUS PHILIP
P.O.BOX 1830
MOSHI.

ACADEMIC QUALIFICATION

2009-2012 : Bachelor in Civil Engineering, Mbeya Institute of Science and Technology (MIST),
2004-2007 : Full Technician Certificate (FTC), Dar Es Salaam Institute of Science and Technology,
2000-2003 : Certificate of Ordinary School, Mawenzi Secondary School
1993-1999 : Certificate of Primary School, Sokoine Primary School



WORKING EXPERIENCE

NENG COMPANY 2005:

- Supervision of Kibosho junction to Weruweru road(rehabilitation)

UNIQUE ENGINEERING COMPANY (2007-2009)

- Supervision of St Mauritius church at Kurasini
- Construction of car parking and renovation of transport office at Tanzania Portland cement company
- Construction of business centre along wazo madale road.
- Routine and periodic maintenance, Bagamoyo, Nyerere and Morogoro road.

CHICO COMPANY 2009

Construction of Sam nujoma road

- Survey, earth work and soil stabilization

ROCK TRONIC COMPANY 2010

- Overlaying at Moshi to Arusha road 1.6km and Machame road 1km
- Supervision of paved road at Mji Mpya Arusha 1.8 Km'

CHRISTOPHERSON & COMPANY 2012

- Preparation of Bill of quantity
- Supervision of Northern highland teachers college (six storey)
- Design and preparation of structural drawings office building for CSSC (two storey)

TANZANIA BULDING WORKS (TBW) 2013

- Supervision for the part construction of 2nd floor TO 11th at Dar es salaam Institute of Science and Technology (DIT)



- Routine Maintenance/Spot Improvement/Periodic Maintenance Works Along Rau-Uru-Materuni 7km,Mamboleo-Shimbwe 7km,Mwasi-Kishumund 3km,Mandela Accesses 2km,Mweka Jct-Kibosho Hospital 2.22km,Wam Ongoma-Ngomberi 4km,Rau-Njari 3km,Uru Seminary-Okaseni-Fumbuni 5.1km Roads
- Routine Maintenance ,Spot Improvement And Periodic Maintenance Works Along Kilacha Matala Msae,Himo Makuyuni-Lotima ,Marangu-Maua Seminary,Pofo-Mandaka Kilema Marangu-Komela Kiraracha And Mamba Kotela-Kokirie Collector Roads
- Routine Maintenance Of Old Moshi-Kidia,Old Moshi-Mdawi-Kisaseni,Mjohoroni Shia Kimochi,Sango Kimochi,Kidia Kilema Marangu And Kidia Kimochi Roads.
- Routine Maintenance/Spot Improvement/Periodic Maintenance Works Along Old Moshi-Kidia,Kiborilon-Mbokomu,Old Moshi-Mdawi-Kisaseni 1km,Old Moshi-Tela,Mungureni-Tela,Kiboriloni-Kiwalaa 3km,Kdc-Kiwalaa 3.8km,Tema-Mengeni-Olimo 6km,Marangu 4km And Kidia-Kimochi 4.1km Roads
- Routine And Periodic Maintenance Spots Improvement And Bridge/Culvert At Mwangi Town (Pkg1)
- Rehabilitation, Periodic And Routine Maintenance Works Along Mvomero Town Roads And Spot Improvement Works Along Wamidakawa-Mbigiri Road (4.0km)
- Routine ,Spot Improvement Periodic Maintenance Along Ngarenairobi-Taliro Air Strip,Simba Farm-Mji Mwema,Salawi-Mitimirefu ,Ngarenairobi-Kafoi-Dutchcorner Roads,Collector And Feeder Within Siha District Council

HIPATEC CO LTD 2019

- Supervision of Under Ground Water

KIV COMPANY LTD 2020 TO DATE

- Routine And Periodic Maintenance Spots Improvement And Bridge/Box Culvert At Kisiwani Manda Manda



- Routine Maintenance/Spot Improvement/Periodic Maintenance Works Along Rau-Uru-Materuni 7km, Mamboleo-Shimbwe 7km, Mwasi-Kishumund 3km, Mandela Accesses 2km, Mweka Jct-Kibosho Hospital 2.22km, Wam. Ongoma-Ngomberi 4km, Rau-Njari 3km, Uru Seminary-Okaseni-Fumbuni 5.1km Roads
- Routine Maintenance ,Spot Improvement And Periodic Maintenance Works Along Kilacha Matala Msae, Himo Makuyuni-Lotima , Marangu-Maua Seminary, Pofo-Mandaka Kilema Marangu-Komela Kiraracha And Mamba Kotela-Kokirie Collector Roads
- Routine Maintenance Of Old Moshi-Kidia, Old Moshi-Mdawi Kisaseni, Mjohoroni Shia Kimochi, Sango Kimochi, Kidia Kilema Marangu And Kidia Kimochi Roads.
- Routine Maintenance/Spot Improvement/Periodic Maintenance Work Along Old Moshi-Kidia, Kiborilon-Mbokomu, Old Moshi-Mdawi-Kisase 1km, Old Moshi-Tela, Mungureni-Tela, Kiboriloni-Kiwalaa 3km, Kdc-Kiwa 3.8km, Tema-Mengeni-Olimo 6km, Marangu 4km And Kidia-Kimochi 4.1km Roads
- Routine And Periodic Maintenance Spots Improvement And Bridge/Culvert . Mwanga Town (Pkg1)
- Rehabilitation, Periodic And Routine Maintenance Works Along Mvome Town Roads And Spot Improvement Works Along Wamidakawa-Mbigiri Ro (4.0km)
- Routine ,Spot Improvement Periodic Maintenance Along Ngarenairobi-Tal Air Strip, Simba Farm-Mji Mwema, Salawi-Mitimirefu , Ngarenairobi-Kaf Dutchcorner Roads, Collector And Feeder Within Siha District Council

HIPATEC CO LTD 2019

- Supervision of Under Ground Water

KIV COMPANY LTD 2020 TO DATE

- Routine And Periodic Maintenance Spots Improvement And Bridge/

Jm

MEMBERSHIP

- 28 June 2013** : Registered graduate Engineer in the discipline of Civil Engineering with
Reg .No.5663
- 11 February, 2010** : Admitted member of institute of engineers Tanzania (IET) with
Reg.No.ST/2326/2010

COURSES ATTENDED AT MBEYA INSTITUTE OF SCIENCE AND TECHNOLOGY (MIST)

TECHNICAL SKILLS

Construction Technology, Project Appraisal and Planning Techniques, Civil Engineering Procedures, Environmental Impact Assessment (EIA).

ECONOMIC SKILLS

Entrepreneurship for Engineers

MANAGEMENT SKILLS

Management of Construction Projects, Management of Solid and Hazardous Waste, Engineering Ethics and Professional Conduct, Water Resources Management, Communication Skills for Engineers

COMPUTER SKILLS

Introductory to Computers and Programming in C and C++, Computer application in Civil Engineering, Civil Engineering drawing by using AutoCAD

PURE CIVIL ENGINEERING SKILLS

Design of reinforced concrete structures, design of timber structures, design of steel structures, design of masonry structures highway geometric design, Pavement Analysis and Design,



Design of Dam Structures, Route Location, Civil Engineering Drawing, Design of Hydraulic Structures and machinery, Bridge Design, applied hydrology and Survey

RESEARCH SKILLS

Environmental Impact assessment of leachate and waste disposal in chanika landfill

COMPETENCIES & INTERESTS

LANGUAGE

Language	Speaking	Listening	Writing	reading
English	Fluent	Excellent	Excellent	Excellent
Kiswahili	fluent	excellent	Excellent	Excellent

COMPUTER SKILLS

- Microsoft office application (MS Word, Excel and Ms Power Point)
- AutoCAD Program
- Spreadsheets design
- Internet

PERSONAL INTERESTS

- Reading the Bible
- News papers & Magazines
- Chatting with friends



PERSONAL REFEREES

1) Managing Director

Christopher son and company limited

Eng Christopher J. Mahoo

P.o.box 1830

Moshi, Kilimanjaro

Mobile 0715470411 / 0754470411

2) Eng Lukasi Nyaki

Luptan Co Ltd

Daresalaam

Mobile 0756251864

CERTIFICATION

To the best of my knowledge, I, Stanslaus Philip the undersigned hereby certify that the information provided above are correctly describes my qualifications, experience and myself



Signature

01 June 2020

Date



The National Examinations Council of Tanzania



Certificate of Secondary Education

This is to certify that **STANSLAUSI PHILIP**

Index No. **50328-0180**

sat for the Certificate of Secondary Education Examination

at **MAMENZI SECONDARY SCHOOL**

in **NOVEMBER 2003**

and qualified for the award of a

CERTIFICATE OF SECONDARY EDUCATION

in **DIVISION THREE**

after attaining the following performance:

Subject	Grade
CIVICS	C (PASS)
HISTORY	D (PASS)
GEOGRAPHY	C (PASS)
KISWAHILI	D (PASS)
ENGLISH LANGUAGE	C (PASS)
PHYSICS	E (PASS)
CHEMISTRY	C (PASS)
BIOLOGY	C (PASS)
BASIC MATHEMATICS	D (PASS)


Chairman



Not valid without a hologram.
This is a secure document using
special inks and paper.
Hold this document to the light
to verify a Gift to the Nation.


Executive Secretary

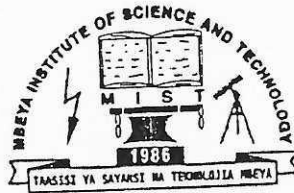
CS No. 0681144

jm

NTA Level 8 No: 0000448

THE UNITED REPUBLIC OF TANZANIA
MBEYA INSTITUTE OF SCIENCE AND TECHNOLOGY

(Accredited by National Council for Technical Education)



NATIONAL TECHNICAL AWARDS (NTA)

It is hereby certified that

Stanlaus Phillip

of Registration No: B0941052 has been awarded

*a Bachelor Degree in
Civil Engineering*

After having fulfilled all the requirements for

*NTA Level 8
at Lower Second class*

Issued this 15th day of December in the year 2012

Registrar

Principal



ENGINEERS REGISTRATION BOARD

TANZANIA



Certificate of Registration

Under the Engineers Registration Act 1997

I hereby certify that
Stanslaus Philip

GRADUATE ENGINEER

(Trainee Engineer)

is satisfied the requirements for registration as a

under the provisions of the Engineers Registration Act 1997, was

registered as such on the 29 day of June, 2013

in the discipline of **Civil Engineering** and was

given registration number **5662**

sealed and given under our hands at Dar es Salaam

this 02 day of August, 2013

[Signature]
Registrar

[Signature]
Eng. M. Kilimo
Board Member

[Handwritten mark]



6. Name : Victor Sio Salahot
7. Profession: Civil Engineer
8. Date of Birth: 13/08/1988
9. Nationality: Tanzanian
10. Membership in professional Associations: Tanzania Institute of Engineers (TIE).
11. Registered with ERB as a graduate Engineer with registration number GE No: 7637
12. Registration with ERB as a Professional Engineer is on process
13. Mobile no: 0718-709725
14. Email address: vsalahot22@gmail.com

15. **Career objectives**

- Willing to work for growing organizations (institution, agency), to work with determination, hard-work for the growth of the Organization as well as of my career for the benefit of my country

16. **EDUCATION QUALIFICATION (BACHELOR DEGREE)**

- Bachelor of Science in Civil and Transportation Engineering(CTE), from College of Engineering and Technology, University of Dar es salaam (2010-2014)

17. **ADVANCED LEVEL SECONDARY**

- Ilboru secondary school (2008-2010)
- Awarded: advanced level secondary certificate
- Major: PCM

18. **ORDINARY LEVEL SECONDARY**

- SANU Seminary (st Joseph junior seminary 2004-2007)
- Awarded: ordinary level secondary certificate
- Major: all subjects

js

DATE	LOCATION	COMPANY	POSITION	DESCRIPTION
2011 (from June to august)	Tanzania – Manyara	SANZA CONTRACTOR (Class 7 contractors)	Site supervisor	Construction of storm water drainage system, periodic maintenance and structural drawings including classrooms
				<u>Duties performed and experience gained</u>
				➤ Site supervision
				➤ Concrete mix design
				➤ Monitoring concrete works(batching, mixing, transportation, pouring, compaction, slum test and cube specimens)
				➤ Monitoring road works during periodic maintenance
➤ Structural drawings of residential buildings				

2. TECHNICAL SKILLS

- AutoCAD 3D Application, Eagle point and 3D Modeling
- Computer skill
- Auto card software
- Arch CAD 18
- Microsoft office: excel, power point word etc
- Internet skills

3. PERSONAL SKILLS

- Honest and Hardworking
- Keen to learn new things
- Friendly and Optimistic

4. HOBBIES

- Listening songs
- Reading novels
- Playing football
- Long travelling
- Making new friends

5. ABILITY

- To work in dynamic environment
- Flexibility as situation demand
- To learn new environment/technique/technology fast
- To ensure safety and comply with applicable regulatory objectives
- To meet high work pressure
- Ability to learn fast and adapt to situations
- To produce high quality works with attention to details

gm

DATE	LOCATION	COMPANY	POSITION	DESCRIPTION
2013 (from June to august)	Tanzania - dar es salaam	SOU CONSULTANT (Dar es salaam)	Trainee Engineer	Structural design of story building – residential houses, school, hostel, hotel etc
				<u>Project Details</u>
				The Project is consisting designing of story buildings including designing of all structural elements, detailing and drawings.
				<u>Duties performed and experience gained</u>
				➤ design of story buildings
				➤ detailing of story buildings
				➤ drawings of story buildings

DATE	LOCATION	COMPANY	POSITION	DESCRIPTION
2012 (from June to august)	Tanzania – Manyara	CHINA HEINAN INTERNATINAL CONSTRUCTION (DSM)	Material Technician	upgrading of Minjingu –Babati – Dareda road to bitumen standard
				<u>Duties performed and experience gained</u>
				➤ Soil testing including borrows pit investigation, soil material testing in the laboratory. (sieve analysis, proctor test, CBR test, atterberg test, field density determination by sand replacement method
				➤ Concrete mix design
				➤ Monitoring concrete works(batching, mixing, transportation, pouring, compaction, slum test and cube specimens)
				➤ Monitoring road works at various layers including material damping spreading, watering to optimum moisture content and compaction
				➤ Surveying including leveling, locating horizontal and vertical alignment

jm

DATE	LOCATION	COMPANY	POSITION	DESCRIPTION
From 2014 up Feb 2016	Tanzania - Dar es salaam	HARI SINGH & SONS building and civil contractors (Registered as Contractor Class One)	Site Engineer	<p>Upgrading of tabata dampo to bitumen standards</p> <p><u>Duties performed and experience gained</u></p> <p>a) Pavement Layers</p> <p>Pavement layers involves improved sub grade(G3, G7, G15),sub base stabilized layer(C1),base course(CRR) and surfacing (AC20)</p> <ul style="list-style-type: none"> ➤ Quantity estimations for each pavement layers ➤ Construction of each pavement layer ➤ Testing (quality control) of all pavement layer <p>b) Concrete works</p> <p>:construction of line drainage</p> <p>:construction of pipe culverts(cast in situ & pre cast pipe culverts)</p> <ul style="list-style-type: none"> ➤ selection of aggregate ➤ mixing of concrete ➤ sample taking and testing ➤ setting out of lined drain ➤ construction of lined drain and pipe culverts ➤ curing <p>c) Management</p> <ul style="list-style-type: none"> ➤ site organization ➤ supervision of road construction ➤ in situ site decision regarding work methodology to comply with technical specification ➤ inspecting site works as per technical specification and instruction ➤ preparing request for inspections ➤ attending site meeting ➤ preparing quantity to be used for raising of interim payment certificate(IPC) ➤ recording day work activities

Jm

DATE	LOCATION	COMPANY	POSITION	DESCRIPTION
From Feb 016 up Aug 2016	Tanzania - Dar es salaam	BEZA Consulting Engineers PLC (Ethiopia) In Association with G-PES ltd (Tanzania)	Works and material inspector	<p>Consultancy Services for Supervision of Works and Contract Administration for Rehabilitation of Works and widening of Four Lanes Road Section Between Dockyard and Mandela Road at Dar Es Salaam Port.</p> <p><u>Duties performed and experience gained</u></p> <ul style="list-style-type: none"> • Concrete Quality Control. Inspecting Concrete to be used for different structures, like, Cross culvert, Box Culverts, drainage works, foundations etc. • Concrete Mix Design. Preparing different Concrete Mix design, i.e. C20, C25 and C30 • Set up control sections for the valuation of contractors proposed methods for construction of embankments, mix design proposals for asphalt and concrete mixes for pavement as per prescribed standards. • Carry out mix design for stabilization of natural gravel using stabilizing agent (cement) and determination of the dosage for proposed use. • Participate in the implementation of super pave mix design instead of conventional Marshal Method. • Quality control testing of all materials and completed works and ensuring that all the materials and completed works are as per the technical specification. • Assist RE in the preparation of monthly progress reports etc.

jm

CURRICULUM VITAE (CV)

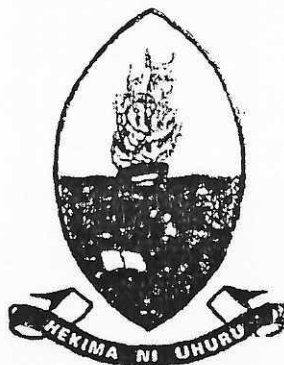
1. EXPERIENCE

DATE	LOCATION	COMPANY	POSITION	DESCRIPTION
From Aug 2016 up to date	Tanzania - Moshi- Kilimanjaro	KIV COMPANY LTD	SITE ENGINEER	<p>ROUTINE MAINTANANCE OF MBARAMO - WANGWI ROAD 6KM. SPOT IMPROVEMENT OF LUNGUZA-KWEDIGA-TEWE-BAGHAI LABOUR BASED ACTIVITIES 11KM AND MNAZI-MBARAMO ROAD 12 KM. REHABILITATION OF LUNGUZA-TEWE 5.3KM. CONTRACT NO. LGA/LDC.130/2014/2015/W/RF/06</p> <p><u>Duties performed and experience gained</u></p> <ul style="list-style-type: none"> • Concrete Quality Control. Inspecting Concrete to be used for different structures, like, Cross culvert, drainage works, foundations etc. • Concrete Mix Design. Preparing different Concrete Mix design, i.e. C15, C20 and C25 • Road widening and Site Clearance • Grave works including light and Heavy grading • Field Density test using sand replacement method. • Quality control testing of all materials and completed works and ensuring that all the materials and completed works are as per the technical specification. • Identify Borrow pit areas for Quality gravel Material to be used for grave works.

[Handwritten Signature]

[Handwritten Initials]

UNIVERSITY OF DAR ES SALAAM



This is to certify

that

Victor Sio Salahot

having satisfied the requirements for the award of the

DEGREE OF
BACHELOR OF SCIENCE IN CIVIL AND
TRANSPORTATION ENGINEERING

WITH HONOURS,

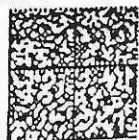
Second Class, Lower Division

was admitted to the degree at a congregation
held in DAR ES SALAAM, on the

Eighth day of November
in the year Two thousand and fourteen

K M Mwendu

Vice Chancellor



jm

[Signature]

Deputy Vice Chancellor
(Academic)

BSC(CTE)0000547



UNITED REPUBLIC OF TANZANIA

ENGINEERS REGISTRATION BOARD

Certificate of Registration

(Under the Engineers Registration Act, 1997)

It is hereby certified that

Victor S. Salaho

having satisfied the requirements for registration as a

GRADUATE ENGINEER

(Trades Engineer)

under the provisions of the Engineers Registration Act, 1997, was

registered as such on the 18th day of December, 2015

in the discipline of CIVIL engineering and was

given registration number 1631

sealed and given under our hands at Dar es Salaam

the 24th day of March, 2016

[Signature]

[Signature]

D.M. Motera
Registrar

Eng. Nubens P. Nyang'oro
Board Member

[Signature]
Chairman

This certificate is valid for a period of three years and expires on 17th day of December, 2018

[Signature]

INTEGRITY

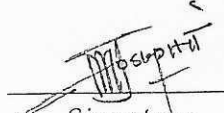
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UNDERTAKING BY SERVICE PROVIDER ON ANTI - BRIBERY POLICY /
CODE OF CONDUCT AND COMPLIANCE PROGRAMME

This company KIV COMPANY LTD (name of Company) 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 Conduct and Compliance Program are attached.

JOSEPH M. MALUMBO
(Name of the Authorized Person)


Signature

27.12.2021



jm