



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



CONTRACT NO. AE-068/2021-2022/HQ/TCRP/W/01/01

BETWEEN

TANZANIA FOREST SERVICES AGENCY

P. O. Box 40832,
Dar es Salaam, Tanzania

AND

M/S HSS ENGINEERING LTD
P.O BOX 702,
MBEYA

REHABILITATION OF ACCESS ROAD AND NATURE TRAILS AT MT.
RUNGWE NATURE RESERVE.

A small, handwritten signature or mark at the bottom right corner of the page.

Form of Contract

This Contract, made the ~~05~~ ⁰⁷ day of January, 2022 between Tanzania Forest Services Agency, P.O BOX 40832, Dar-es-Salaam (hereinafter called "the Employer") and M/S HSS ENGINEERING LTD, P.O BOX 702, Mbeya (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 Mt. Rungwe Nature Reserve for contract no. AE-068/2021-2022/HQ/TCRP/W/01/01 (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 237,158,000 (Two Hundred Thirty Seven Million One Hundred Fifty Eight thousand Only) (hereinafter called "Contract Price") VAT Inclusive.

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 237,158,000 (Two Hundred Thirty Seven Million One Hundred Fifty Eight thousand Only) VAT Inclusive payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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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. DOSSANOS SILAYO

Signature: [Signature]

Occupation: CONSERVATION COMMISSIONER

Date: 05th JANUARY, 2022

In the Presence of

Name: DAVID MUNGONGO

Signature: [Signature]

Designation: MANAGER, LEGAL SERVICES

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

Name: HENRY HERBERT SHAO

Signature: [Signature]

Occupation: DIRECTOR

Date: 05th JANUARY 2022

In the Presence of

Name: GWAKISA ASANGA MWAIPPO

Signature: [Signature]

Designation: DRIVER

Date: 05/01/2022

HSS ENGINEERING LTD
P.O. BOX 702
MBEYA

[Handwritten mark]

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,
M/S HSS ENGINEERING LTD,
P.O BOX 702,
MBEYA.


REF: LETTER OF ACCEPTANCE

This is to notify you that your tender dated 28th December, 2021 for execution of the Rehabilitation of Access road and Nature trails at Mt. Rungwe Nature Reserve for Tender No. AE-068/2021-2022/HQ/TCRP/W/01/01 as given in the *Special Conditions of Contract*] for the Contract Price of the equivalent of Tanzania shillings 237,158,000 (Two Hundred Thirty Seven Million One Hundred Fifty Eight 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 works in accordance with the Contract documents.

Please return the contract dully signed


Prof. Dos Santos Silayo

CONSERVATION COMMISSIONER

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

Tender Submission Form

28/10/2021 (date)

TO TANZANIA FOREST
SERVICES AGENCY,
P.O BOX 40832,
DAR-ES-SALAAM
[name and address of Employer]

We offer to execute the REHABILITATION OF ACCESS ROAD AND NATURE TRAILS IN MOUNT RUNGWE NATURE FOREST RESERVE AE-068/2021-2022/HQ/TCRP/W/01/01 [name and identification number of contract] in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of TShs. 237,158,000.00 [amount in numbers] TWO HUNDRED THIRTY SEVEN MILLION ONE HUNDRED FIFTY EIGHT THOUSANDS [amount in words]

We also offer to complete the said works within a period of 3 Months 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]

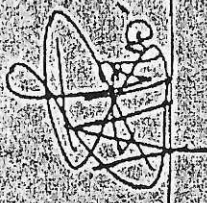
We are not participating, as tenderers, in more than one Tender in this tendering process other than alternative tenders in accordance with the tendering documents.

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.

HSS ENGINEERING LTD
AMBAYA
P.O. BOX 702



Authorized Signature

Name and Title of Signatory: HENRY HERBERT SHAO - DIRECTOR

Name of Tenderer: H S S ENGINEERING LIMITED

Address: P.O. Box 702 AMBAYA - E-mail: hssengineeringltd

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 180 days.</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 Mount Rungwe 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 Mount Rungwe in Mbeya Region</p>
2.	2.2	Sectional completion is not specified
3.	2.3(10)	<p>List other documents that form part of the contract if any:</p> <p>a) Minutes of Pre-contract negotiation meeting if any</p> <p>b) Power of attorney</p>

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		c) Technical Personnel d) Work program e) Integrity
4.	4.1	The language of the Contract documents is <i>English</i> . The law that applies to the Contract is the Laws of Tanzania .
5	8.1	Address for communication Employer's Conservation Commissioner, Tanzania Forest Services Agency (TFS) P. O. Box 40832, DAR ES SALAAM Contractor's Director, M/S HSS ENGINEERING LTD, P.O BOX 702, MBEYA.
6.	12.1	Include the Schedule of Other Contractors, if any. Not Applicable
7.	13.1	Include the Schedule of Key Personnel. 1. Site Agent 2. Site Technician 3. Site Foreman
8.	17.1	The minimum insurance covers shall be: (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	The other measures include: a. Minimizing the number of migrant workers employed on the project and household in the site camp b. Providing access to voluntary counseling and testing (VCT)

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		<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 (180) calendar days.
D. Cost Control		
20	52.7	Minimum Amount of Interim Payment Certificate will be Ten

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		(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
		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)

A. General

<p>1. Definition</p>	<p>The following words and expressions shall have the meanings hereby assigned to them:.</p> <p>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.</p> <p>The Arbitrator is the person appointed to resolve contractual disputes, and as provided for in GCC 32 hereunder.</p> <p>Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.</p> <p>Compensation Events are those events provided for in GCC 55.</p> <p>The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 21.1</p> <p>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.</p> <p>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.</p> <p>The Contractor is a person whether natural or legal whose Tender to carry out the Works has been accepted by the Employer.</p> <p>The Contractor's Tender is the completed tendering document submitted by the Contractor to the Employer.</p> <p>The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>Days are calendar days; Months are calendar</p>
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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

	<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> <ul style="list-style-type: none"> a) Submission of performance Security in the form specified in the SCC; and b) Furnishing of Unconditional Advance Payment Guarantee. <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

<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>

<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>

<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>

<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>

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.



24. Labour Laws		<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>
25. Taxes and Duties		<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>
26 Health and Safety		<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>



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.

<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>

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.



		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>



<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>

<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>

<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>

<p>55 Compensation Events</p>	<p>55.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (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.
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	<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>

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.
		<p>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> $P_n = a + b \frac{L_n - L_o}{L_o} + c \frac{M_n - M_o}{M_o} + d \frac{E_n - E_o}{E_o} + etc.$
		<p>where;</p> <p>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;</p>



	<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>



	<p>where;</p> <p>The effective value P_c 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>



	<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>

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>

		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

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.



		<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>

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>

BILL OF QUANTITIES

PROJECT: BILL OF QUANTITY FOR TANKINI ROAD AND WALKWAY TOWARDS NGOSI CRATER LAKE

Bill of Quantities

ITEM NO SPECS CLAUSE	DESCRIPTION	SPECS REF. NO	UNIT	QTY	RATE (TSHS) (VAT INCLUSIVE)	AMOUNT (TSHS) (VAT INCLUSIVE)
1.0	Part 1: Preliminary & General Items For All Works					
1.1.1	Provision for sureties	1.01	Ls	1.0	500,000	500,000
1.1.2	Provision for insurance	1.02	Ls	1.0	500,000	500,000
1.2	Mobilization/Demobilization of Plants & Equipments	1.06	Ls	1.0	10,000,000	10,000,000
1.3	Site establishment/removal	1.03	Ls	1.0	500,000	500,000
1.5	Exploratory excavations and material testing	1.05	Ps	1.0	1,000,000	1,000,000
1.6	Provision for information pannel (Project sign boards) - 1.0 set	1.07	Set	1.0	500,000	500,000
1.9	HIV/AIDS Awareness campaigns	1.10	Ps	1.0	300,000	300,000
1.10	Safety and Environmental awareness	1.11	Ps	1.0	500,000	500,000
TOTAL PRELIMINARY & GENERAL ITEMS -01						13,800,000
TANKINI ROAD						
2.0	Part 2: Road Works					
2.1	Cut to spoil	2.04	m ³	12,000.0	6,000	72,000,000
2.2	Cut and borrow to fill	2.04	m ³	450.0	10,000	4,500,000
2.3	Heavy reshaping	2.7.2	km	1.20	3,000,000	3,600,000
2.4	Light reshaping	2.7.1	km	2.65	2,500,000	6,625,000
2.5	Gravel wearing course 150mm compacted thickness at FHD including overhall	2.06	m ³	3000.0	23,000	69,000,000
Sub Total Road Works						155,725,000
3.0	Part 3: Drainage Works					
8.1.2	Excavate and construct concrete mitre drains class 15	3.01(b)	m ²	9.7	250,000	2,425,000
8.3	Excavate, lay joint and backfill reinforced concrete pipe culvert 900mm dia	3.03(d)	m	20.0	300,000	6,000,000
8.8	(c) Concrete in drainage structure class 15 including formwork (concrete bedding, apron and surrounding)	3.09(c)	m ³	50.0	250,000	12,500,000
8.1.2	Excavate for construction of side drains	3.01(b)	m ³	172.8	10,000	1,728,000
8.1	Construction of 250mm thick stone masonry side drain well bedded with cement/sand mortar to a mixing ratio of 1:3 including excavation	3.12	m ³	100	120,000	12,000,000
Sub Total Drainage Works						34,653,000

9

ITEM NO	SPECS. CLAUSE	DESCRIPTION	SPECS. REF. NO	UNIT	QTY	RATE (USHS) (VAT INCLUSIVE)	AMOUNT (USHS) (VAT INCLUSIVE)
WALKWAY							
4.0		Part 4: Walkway					
4.1		Bush clearing	2.01	M ²	2160	500	1,080,000
4.2		Excavation and construction of concrete steps walkway class 20	4.72	m ³	840	350,000	294,000
4.3		Supply, fix and place guide rails/parapets including painting	7.4	no	500	50,000	2,500,000
Sub Total walkway							3,574,000
GRAND TOTAL FOR TANKING ROAD AND WALKWAY VAT INCLUSIVE							237,158,000


HSS ENGINEERING LTD
P.O. BOX 702
MBEYA

9

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.

9

WORK PLAN OF WORKS

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HSS ENGINEERING LIMITED
WORK OF SIMILAR NATURE 2015-2020

S/N	PROJECT NAME	CLIENT	PARTICIPATION	PROJECT VALUE	% OF COMPLETION
	YEAR 2019				
1	PERIODIC MAINTENANCE OF MBAMBILA TTCL MSIKITIN KM 0.25KM ROAD, BOABANK-SOKOKUU 0.05KM ROAD, TTCL-NICE-CCM 0.42KM CONTRACT NO.AE/092/2018/2019/SGW/W/26	REGIONAL COORDINATOR TARURA P.O BOX 145 TUNDUMA	MAIN CONTRACT	343,051,000.00	100%
	YEAR 2018		SUB TOTAL	343,051,000.00	
2	EMERGENCY MAINTENANCE WORKS ALONG MWANDIBE WARD OFFICE ROAD IN BUSOKELO CONTRACT NO.AE/092/2018-2019/IMBY/W/59	REGIONAL COORDINATOR BUSOKELO DISTRICT COUNCIL P.O BOX -118 -TUKUYU	MAIN CONTRACT	46,350,000.00	100%
	YEAR 2016-2017		SUB TOTAL	46,350,000.00	
3	LONG TER RRM ALONG MAFINGA-MGOLOLO TRUNK ROAD, AND IRINGA-MSEMBE, IRINGA PAWAGA AND IRINGA-IDETE REGIONAL ROAD CONTRACT NO.RM/IR/2016/17/W/07	REGIONAL MANAGER TANROADS P.O BOX 23 IRINGA	MAIN CONTRACT	202,732,260.00	100%
	YEAR 2015-2016		SUB TOTAL	202,732,260.00	
4	PERIODIC MAINTENANCE OF YALA-MKAMBA ROADS 21KM ROADS	MOMBA DISTRICT COUNCIL	MAIN CONTRACT	171,359,400.00	100%
			SUB TOTAL	171,359,400.00	
			GRAND TOTAL	763,492,660.00	

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MBEYA

POWER OF ATTORNEY

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THE UNITED REPUBLIC OF TANZANIA
THE REGISTRATION OF DOCUMENT ACT
(CAP. 117 R. E2002)

SPECIAL POWER OF ATTORNEY

THAT BY THIS POWER OF ATTORNEY given on the 28th DECEMBER 2021 [insert date, month and year], WE the undersigned H.S.S ENGINEERING LIMITED [insert name of the company] of P.O BOX 702 MBEYA [insert address of the company], by virtue of authority conferred to us by the attached Board Resolution No. 01 of 27th day of DEC. 2021 [insert month and year], do hereby ordain nominate and appoint HENRY HURBERT CHAO [insert name of donee] of National ID/Passport No. [attach copy] 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/01/01 [insert tender number] 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/01/01 [insert tender Number] of FOR REHABILITATION OF ACCESS ROAD AND NATURE TRAILS IN MOUNT RUNGWE NATURE FOREST RESERVE. [insert description of procurement] for the TANZANIA FOREST SERVICES AGENCY, P.O BOX 40832, DAR-ES-SALAAM.. [insert name of the procuring entity];

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 H.S.S ENGINEERING LIMITED [insert name of the company] and delivered in the presence of us this 28th [insert date] day of 12 [insert month] 2021 [insert year].

IN WITNESS whereof we have signed this deed on this 28 [insert date] day of 12 [insert month] 2021 [insert year] at MBEYA [insert region] for and on behalf of H.S.S ENGINEERING LIMITED [insert name of the company]

7

SIGNED and DELIVERED by the HERMAN S. SHAO
[insert name of the donor]
This 28/12/2021 [insert date, month and year]

Common Seal


DO
HSS ENGINEERING LTD
P.O. BOX 702
MBEYA

BEFORE ME:


COMMISSIONER FOR OATHS
MAHAKAMA YA KWANZO
WILAYA YA MOSHI
HIMO


Acknowledgement


I HENRY HERBERT SHAO [insert name of donee] do hereby acknowledge and
accept to be Attorney of the said H.S.S. ENGINEERING LIMITED [insert name of the company] under
the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform
and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
HENRY HERBERT SHAO
[insert name of donee] Identified to me
by HERMAN S. SHAO
[insert name]

The latter known to me personally
This 28/12/2021
[insert date, month and year]

BEFORE ME:


COMMISSIONER FOR OATHS
MAHAKAMA YA KWANZO
WILAYA YA MOSHI
HIMO


DONE
HSS ENGINEERING LTD
P.O. BOX 702
MBEYA




INTEGRITY

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

This company HSS ENGINEERING 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.

HENRY H. SHAO
(Name of the Authorized Person)


Signature

28th DEC 2021
Date

HSS ENGINEERING LTD
P.O. BOX 702
MBEYA
Company stamp/seal

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TECHNICAL PERSONNEL

A

Personnel

Qualifications and experience of key personnel proposed for administration and execution of the Contract. (CVs and Certificates of all proposed key personnel shall be attached) supported by Site Organization Chart.

S/No.	Position	Qualification	Years of Experience (General Experience)	Years of experience in proposed position
1.	Project Manager HENRY HURBERT SHAO	Diploma /FTC in Engineering	6	6
2.	Site Engineer NOEL A. MWAKYEMBE	Degree in Civil/Highway Engineering, must be registered as Professional Engineer by ERB	24	24
3	Site Technician/Site foremen EXAUD MILYASO	FTC/Diploma Qualification in Civil/Highway Engineering	10	10

ENGINEERS REGISTRATION BOARD
TANZANIA



Certificate
of Registration

(Under the Engineers Registration Act, 1997)

It is hereby certified that .

Noel A. Mwakhembe

having satisfied the requirements for registration as a

PROFESSIONAL ENGINEER

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

registered as such on the 6th day of November 2003

in the discipline of Civil engineering

and was given registration number 2515

Sealed and given under our hands at Dar es Salaam

this 6th day of January 2004

[Signature]
Registrar

[Signature]
Board Member

[Signature]
Chairman

CURRICULUM VITAE

PROPOSE POSITION; CIVIL ENGINEER

NAME OF FIRM; m/s HSS ENGINEERING LIMITED

NAME OF STAFF; MWAKYEMBE, NOEL

PROFESSIONAL ; CIVIL ENGINEER

DATE OF BIRTH ; 19967

WORKING EXPERIENCE ; 24 Years

NATIONALITY ; TANZANIAN

MEMBERSHIP IN PROFESSIONAL SOCIETIES ; REGISTERED PROFESSIONAL ENGINEER (2515),
ENGINEERS' REGISTRATION BOARD, TANZANIA.

Details Tasks assigned

Key qualifications; experienced in building, water and highway transportation studies
details engineering design, bid document preparation, cost
Estimation, tender evaluation and contraction supervision of water
Project and bituminous roads and highways.

EDUCATION ; 2007 certificate HDM1 version 2, Birmingham university UK.

1997 BSC civil engineering design, university of Dar es salaam.

1991 FTC civil Engineering, Dar es salaam technical college.

EXPERIENCE ;

➤ **1989-1993;** Site technical

- wade adams construction co. ltd, Pemba work

Practice construction of chake-chake regional
Hospital performing surveying works.

- hellen consult, consulting engineer S.A Pemba

Woks practice construction of maili tano-konde
As site technician.

- mazrui contraction co. ltd, Zanzibar
construction of
Peoples Bank of Zanzibar (PBZ) as site technicians.
- MCT Zanzibar, construction of kitongani-page
roads.

➤ **1997-2000;** HOWARD UMPHREYS (T) LTD Dar es salaam civil
Engineer.

- Dodoma manyoni road emergency maintenance
woks (word bank funded).
- Mwanza regional transport project (EU funded).
- Mwanza emergency sewerange (eu funded).
- Mwanza-musoma roads traffic study (eu funded)
- Mwanza- musoma road (eu funded)
- Unguja central roads (kuweit fung)
- Theatre squre development, Dar es salaam
Contractor- murray and Robert.
- TBL Hardstanding project (Tanzania breweries
ltd funded), design and rigid pavement and
quality control during construction stage.
- Engen Hardstanding project (engen funded0,
design and supervision of cocrete delivery
hardstanding at kurasini deport.

➤ **2001- 2008;** NORCONSULT (T) LTD Dar es salaam (senior
design
Engineer).

- Libray extension for the university of Dar es
salaam (NARAD funded)
- Independent water supply project- SUA (Got
NORAD Funded).
- Selous game reserve management-
rehabilitation of mahenge to mbunga road- 55
km (ADB FUNDED).

- Dar es salaam beach roads- rehabilitation of beach roads (TANROADS funded), constructor- konoike construction co. ltd,japan (client MOW)
- Kagoma to lushunga road upgrading project – 155km (ADB funded)
- Marangu tarakea rongai kamwanga and mwika kilacha road, road upgrading project (GOT, BADEA, and NORAD funded).
- Dodoma airport rehabilitation of the runway, apron and taxiway project (GOT funded).
- Dodoma manyoni road upgrading project – 127km (GOT funded) design build contract.
- Nzenga Tabora ROAD UPGRADING PROJECT - 116KM (NDF funded) client TANROADS.
- Malagalasi hydropower project-27km of gravel road (MCC funded) client TANESCO.

2016-2017; - Construction of 11.8km road section and box culvert along lusanje-bumbingi-luteba road in busekelo district council (funded by eu- as site agent)

- Construction of 6.88km road section and six box culverts along Itope-isangangonga in kyela district council (funded by eu -as site agent)
- Routine/reccurent maintenance works (km 0+000 to km 21+300) paved section,(km 21+340 to km 27+840) unpaved section and periodic maintenance works (km 11+500 to km 13+660) paved section along ibanda-kiwira port truck road TANROADS-MBEYA (as site agent)
- Periodic maintenance works(km 12+000 to km 14+000) along ibanda-kiwira port truck road in Mbeya region(paved) TANROADS- MBEYA.
- Routine/Reccurent and periodic maintenance works along makete-njombe region road(upaved)- TANROADS-NJOMBE(as site agent)
- Upgrading to DSD of igawa-ubaruku and mbalizi-makongolosi 2.10km road section (as site agent) TANROAD- MBEYA.

[Handwritten signature]

2018-2020; Periodic maintenance works (km 87+000 to km 87+700) on uyole-rehabilitation of ibanda-kiwira port truck road (km 13+000 to km 13+750).TANROADS-MBEYA.

- Construction of Ramps at kiwira port on lake nyasa (Tanzania port authority) as site agent
- Upgrading of masebe-bugoba-dulete road(7.2km) to bitumen standard (TARURA-Mbeya) as site agent
- Upgrading of busokolo town roads to tarmac standards (DSD)(TARURA-MBEYA) as site agent.
- Periodic maintenance works along Njombe (ramaohani)-iyayi regional roads (upgrading to bitumen standards) TANROADS-NJOMBE.
- Upgrading of mbalizi-mkwajuni-makongolosi regional road (km 3+300 to km 7+300) and rehabilitation of occen road to MUST (km 1+000 to km 2+000) to bitumen standard-TANROADS MBEYA
- Upgrading of Rujewa-ubaruku road section (km 10+000 to km 17+700) to bitumen standard as site agent -TANROADSN -MBEYA

2020-2021; HSS ENGINEERING LIMITED.

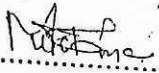
- Spot improvement of Kilimanjaro - TAZARA 0.7km, Chapwa - Chindi 0.7km, roads- TARURA - SONGWE
- Spot improvement of Nakaumba - Milunguti 0.5km road, Old TANZAM - Mamjaka ya Maji 0.613km, Chapwa - Kesilia 0.266km, G20 - Tunduma Tc HQ 0.4km, Mpemba - Makambini 0.5km, Kilimahewa - Uwanjani 0.97km, Manga -Mpakani 0.79km and PUMA street 0.25km -TARURA - SONGWE
- Routine/Recurrent, Periodic Maintenance Works and Spot Improvement Works along Kibena - Lupembe - Madeke (Morogoro/Njombe Border) Regional Road (Unpaved).- TANROADS - NJOMBE
- Bridge Major Repair and Preventive Maintenance Works along Kikondo - Makete, Ndulamo - Nkenja - Kitulo I and Kitulo II- Matamba - Mfumbi Regional Road (Unpaved).- TANROADS - NJOMBE

- (Morogoro/Njombe Border) Regional Road (Unpaved).- TANROADS - NJOMBE
- Bridge Major Repair and Preventive Maintenance Works along Kikondo - Makete, Ndulamo - Nkenja - Kitulo I and Kitulo II - Matamba - Mfumbi Regional Road (Unpaved).- TANROADS - NJOMBE
- Bridge Major Repair and Preventive Maintenance Works along Ikonda - Lupila - Mlangali, Ludewa - Lupingu and Mkiu - Lugarawa - Madaba(Njombe/Ruvuma Border) Regional Road (Unpaved). TANROADS - NJOMBE
- Periodic Maintenance of Kakozi - Ilonga 4 km road, Routine Maintenance Kakozi -Ilonga 5km road, Upgrading of Kakozi - Ilonga to gravel standard 10km, Routine Maintenance of A.D.P - Ipumpila 10km road and Routine Maintenance of Ndalambo - Chindi 7km Road. -TARURA - SONGWE
- Bridge Major Repair and Preventive Maintenance works along Igomaa (Iringa/Mbeya Brd) - Kinyanambo A Regional Road and Bridge Preventive Maintenance Works along Ihawaga - Kasanga - Igowole Regional Roads- TANROADS – IRINGA
- Spot Improvement and Bridge Construction at Saja – Idenyimembe road- TARURA - NJOMBE

DECLARATION:

I Eng. Noel Mwakyembe Declare that, to the best of my knowledge all the information provided above is true.

Signed;


.....

ENG.NOEL MWAKYEMBE

Date;

15/06/2021
.....

NET ENGINEERING LTD
P.O. BOX 202
MBEYA



CIRRICULUM VITAE

PERSONAL PARTICULAR

Surname : SHAO
Other names : HENRY HURBERT
Nationality : Tanzanian
Date of birth : 20.05.1989
Gender : Male
Professional : Graduate engineer
Marital status : Married
Mobile : 0762468979/0653441979
Address : P.O.BOX 2478
EMAIL : hhurbert@gmail.com
WORK FIRM. : HSS ENGINEERING LIMITED

EDUCATION BACK GROUND

YEAR	INSTITUTION/SCHOOL	AWARD
2016-2019	Mbeya university of science and technology (MUST)	Bachelor degree in civil Engineering.
2011-2014	Mbeya university of science and technology (MUST)	Diploma in civil Engineering(PC)
2009-2011	Dodoma secondary school	Advance Certificate of secondary school
2005-2008	DCT jubilee high school	Certificate of secondary education
1998-2004	Livingstone Primary school	Certificate of primary education

Key qualification

- Road construction in gravel (civil works)
- Road maintenance (civil works)
- Road construction in upgrading (civil work)
- Building construction engineering
- Health and safety coordination at site
- Site representative

LANGUAGE AND COMMUNICATION AWARENESS

LANGUAGE	READING	WRITING	UNDERSTANDING	SPEAKING
Kiswahili	Excellent	Excellent	Excellent	Excellent
English	Excellent	Excellent	Excellent	Excellent

COMPUTER LITERACY

- Internet and emailing
- MS. Excellént
- AutoCAD
- MS. Word

PROFESSIONAL EXPERIENCE

- ❖ April 2014- august 2014 routine recurrent periodic maintenance and sport improvement along kikondo- Bulongwa-Makete regional roads project value 1bLn. Task: site technician for milo group.co.ltd.
- ❖ March 2015-May 2016 Periodic maintenance along maintenance along uyole-Malawi custom.
- ❖ May 2016-january 2017 Reliabilitation of ibanda-Itungi about 4km. double surfacing TANROADS.Task: site technician.
- ❖ 2016-2017 Periodic maintenance Ibanda-Kiwira truck road km 13+000 to km 13+6000
- ❖ 2016-2017 Periodic maintenance works heary grading 0+000 to km 6.8 1 mult brige and 6 box culverts bujanda-Isanga to Ngonga. Tarula roads. Project completed 100%
- ❖ Periodic maintenance works km 10+000 to km 10+700 worth 670715000 along Ibanda kiwira port truck road.

Periodic maintenance work km 100+000 to km 101+000 along Uyole-Kasulu truck road. Worth 187400000/= as a site technician completed 100%

Periodic maintenance works along Njombe (ramathani-Iyayi regional roads upgrading to bitumen standard 1.5 km woth 1410110 as a site technician completed 100%.

❖ 2018-2020 Periodic maintenance works (km 87+000 to km 87+700) on Uyole-kasumulu, (km 10+700 to km 11+500) on Ibanda-Kiwira port truck roads and Rehabilitation of Ibanda-Kiwira port truck road (km 13+000 to km 13+750). TANROADS-MBY as site Technician.

- Construction of Ramps at Kiwira port on lake Nyasa (Tanzania port authority) as site Technician.
- Upgrading of Masebe-Bugoba-Dutete road (7.2km) to Bitumen standard (TARURA-Mbeya) as site Technician
- Upgrading of Busokelo town roads to Tarmac standards (DSD) (TARURA-MBEYA) as site Technician .
- Periodic maintenance works along Njombe (Ramadhani)-iyayi regional road (upgrading to bitumen standard) TANROADS Njombe.
- Upgrading of Mbalizi-Mkwajuni-Mkongongolosi regional road (km 3+300 to km 7+300) and Rehabilitation of access road TO must (KM 1+00 TO KM 2+000) to bitumen standard as site Technician TANROADS Mbeya.
- Upgrading of Rujewa-Ubaruku road section (km 10+000 to km 17+700) to bitumen standard as site Technician TANROADS Mbeya.
- Spot improvement of Kilimanjaro - TAZARA 0.7km, Chapwa - Chindi 0.7km roads- TARURA - SONGWE
- Spot improvement of Nakaumba - Milunguti 0.5km road, Old TANZAM - Mamlaka ya Maji 0.613km, Chapwa - Kesilia 0.266km, G20 - Tunduma Tc HQ 0.4km, Mpemba - Makambini 0.5km, Kilimahewa - Uwanjani 0.97km, Manga -Mpakani 0.79km and PUMA street 0.25km -TARURA - SONGWE
- Routine/Recurrent, Periodic Maintenance Works and Spot Improvement Works along Kibena - Lupembe - Madeke (Morogoro/Njombe Border) Regional Road (Unpaved).- TANROADS - NJOMBE
- Bridge Major Repair and Preventive Maintenance Works along Kikondo - Makete, Ndulamo - Nkenja - Kitulo I and Kitulo II-

①

- Matamba - Mfumbi Regional Road (Unpaved).- TANROADS - NJOMBE
- Bridge Major Repair and Preventive Maintenance Works along Ikonda - Lupila - Mlangali, Ludewa - Lupingu and Mkiu - Lugarawa - Madaba(Njombe/Ruvuma Border) Regional Road (Unpaved). TANROADS - NJOMBE
 - Periodic Maintenance of Kakozi - Ilonga 4 km road, Routine Maintenance Kakozi - Ilonga 5km road, Upgrading of Kakozi - Ilonga to gravel standard 10km, Routine Maintenance of A.D.P - Ipumpila 10km road and Routine Maintenance of Ndalambo - Chindi 7km Road. -TARURA - SONGWE
 - Bridge Major Repair and Preventive Maintenance works along Igomaa (Iringa/Mbeya Brd) - Kinyanambo A Regional Road and Bridge Preventive Maintenance Works along Ihawaga - Kasanga - Igowole Regional Roads- TANROADS – IRINGA
 - Spot Improvement and Bridge Construction at Saja – Idenyimembe road- TARURA - NJOMBE
 -

REFERENCES


1. Eng. Mgeni : Mbeya University of science and technology (MUST)
P.O.BOX 131
MBEYA
MOBILE; 0784679229
2. Mr. John summer: MILO GROUP.CO.LTD
P.O.BOX 851
MBEYA
MOBILE: 0767462299
3. Mr. Herman Shao: H.H.S ENGINEERING LTD- Director
P.o.box 159- Mbeya
Mobile: 0754632030

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Certification

In the undersigned, certify that the best of my knowledge and belief, this CV correct describes

Signature and date of signing

 date 13th / 06 / 2021

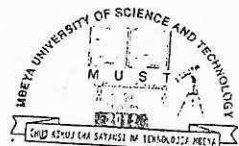
HENRY H SHAO

HSS ENGINEERING LTD
P.O. BOX 202
MBEYA



NTA Level 6 No: 0002191

THE UNITED REPUBLIC OF TANZANIA
MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY



It is hereby certified that

Henry H. Shao

of Registration No: 201161056 has been awarded

an Ordinary Diploma in

Civil Engineering

at Upper Second class

(Accredited by National Council for Technical Education)

Issued this 20th day of December in the year 2014

M. Maunde

Deputy Vice Chancellor
(Academic, Research and Consultancy)



A. J. J. J. J.

Vice Chancellor



J.A.C. 15/12/14

(This certificate is valid only if signed and stamped)

Handwritten mark or signature.

UQF Level 8 No: 0007150

THE UNITED REPUBLIC OF TANZANIA
MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY

It is hereby certified that

Henry H Shao

of Registration No: B44541122 has been awarded

Bachelor Degree With Honours in

Civil Engineering

After having fulfilled all the requirements for

Level 8

Upper Second Class

Issued this 14th day of December in the year 2019

[Signature]

Deputy Vice Chancellor
(Academic, Research and Consultancy)



SAO-1188A-01-1/11

[Signature]

Vice Chancellor

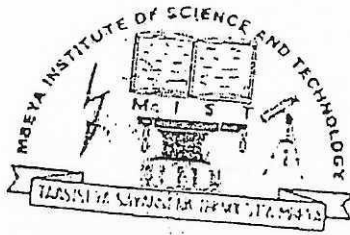


[Signature]
Date: 14/12/2019

(This certificate is not valid without embossed seal)

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MBEYA INSTITUTE OF SCIENCE AND TECHNOLOGY



Full Technician Certificate
Institute Leaving Certificate

This is to Certify that

EXAUDY MILYASO

has successfully followed and completed
The Full Technician Certificate course
at Mbeya Institute of Science and Technology
THREE years

In CIVIL ENGINEERING

From .. SEPTEMBER, 2003 .. to .. MAY, 2006 ..

[Signature]

REGISTRAR

[Signature]

PRINCIPAL

The course included instructions in the following subjects.

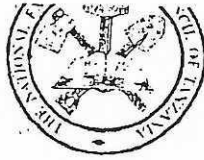
(See Overleaf)

PRINCIPAL

2294

MBEYA INSTITUTE OF SCIENCE AND TECHNOLOGY

[Handwritten mark]



*National Technical Examinations
Full Technician Certificate*

in CIVIL ENGINEERING

This is to certify that EXAUDY MILYASO

Index No. U0007-0362

of MBEVA INST. OF SCIENCE & TECHNOLOGY

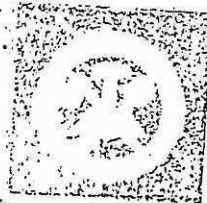
sat for the above Examination which was held in MAY 2007

and was awarded this certificate

after attaining the following performance:-

Subject	Grade
MATHEMATICS	C (PASS)
SOIL MECHANICS & FOUNDATIONS	C (PASS)
STRUCTURAL DESIGN & DETAILING	B (PASS)
REINFORCED CONC. & CONSTRUCTION	D (PASS)
BUILDING CONSTRUCTION	C (PASS)
QUANTITY SURVEY	D (PASS)

V. M. K. Kondele
Chairperson



Stalichako
Executive Secretary

Not valid without a hologram.
This is a secure document using
special ink on paper.
Hold this document to the light
to verify a watermark can be seen
through the paper.

FTC No 0014842



... ..
... ..



Certificate of Secondary Education

This is to certify that **EXAUD MILYASO**

Index No. **SO449-0060**

sat for the Certificate of Secondary Education Examination

at **MAFINGA SECONDARY SCHOOL**

in **NOVEMBER 2002**

and qualified for the award of a

CERTIFICATE OF SECONDARY EDUCATION

in Division **THREE**

after attaining the following performance:-

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

[Signature]
Chairman



[Signature]
Executive Secretary

Not valid without a hologram.
This is a secure document using special inks and paper.
Hold this document to the light to verify, a Giraffe can be seen through the paper.

CS No 606037

[Signature]

CURRICULUM VITAE(CV)

1. PERSONAL BIODATA

First Name Milyaso
Middle Name JOSEPH
Surname EXAUD
Gender MALE
Religion CHRISTIAN
Nationality TANZANIA
Marital status MARRIED
Date of birth 21/3/1983
Place of birth MAFINGA
Mobile 0762077026
E-mail milyasoconstructioncoltd@gmail.com

WORK FIRM.

HSS ENGINEERING LIMITED

EDUCATION BACKGROUND.

YEAR	SCHOOL	AWARD
1992-1998	MAFINGA PRIMARY	Certificate of primary Education
1999-2002	MAFINGA SECONDARY	Certificate of secondary Education
2003-2006	MBEYA TECHNICAL COLLEGE(MTC)	Certificate(FTC)

WORKING EXPERIENCE

2006-2007	Working with ISALAVANU GROUP LTD of Mafinga in difference project acting as overall supervisor one of the project supervised is construction of CTC building in NJOMBE DISTRICT COUNCIL Hospital ; which include setting out the building ,raising the wall structure ,roofing and all finishing.
2007-2016	Working with SUMMER COMMUNICATION CO. LTD of NJOMBE in difference civil project acting as supervisor, one of the project supervised is constructing of two storey building of NJOMBE TOWN COUNCIL OFFICE at NJOMBE TOWN COUNCIL, the work executed include setting out, raising the pier, roofing and all furnished work.
2017-2019	Worked with MILO GROUP LTD of MBEYA acting as Site Technician to do the following duties, supervising all the work performed by the company.
2019 to date	Working with HSS ENGINEERING LIMITED of MBEYA acting as Site Technician to do the following duties, supervising all the work performed by the company.

TRAINING ATTANDANCE

1.CONTRACTOR REGISTRATION BORD (CRB)

I attend the course organized by the named organization which is construction pre contract practice intermediate level (SC 120/MC220) at the end of the course I reserve the attendance certificate.

INTEREST.

Deep to my knowledge am' happy to read novels and checking for internet concretely depending to issue refers to my knowledge.

REFERENCE.

Eng. Herfrid John Mgeni

Mbeya University of Science and Technology

P.O.BOX 211

NJOMBE

MOBILE;0767679229

Eng. Expenditho Joseph Milyaso

Arusha Technology College

P.O.BOX

ARUSHA

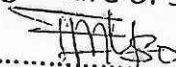
MOBILE; 0753973742

LANGUAGE

Kiswahili and English

Certification

Signature of staff member representative


..... date 12th/06/2020

EXAUD MILYASO

HSS ENGINEERING LTD
P.O. BOX
MBEYA

