

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



CONTRACT NO. AE-068/2021-2022/HQ/TCRP/W/02/04

BETWEEN

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

AND

M/S GLODA CONSTRUCTION CO. LIMITED P.O BOX 2135, TANGA

REHABILITATION OF ACCESS ROAD AND NATURE TRAILS AT NILO FOREST NATURE RESERVE.

This Contract, made the day of January, 2022 between Tanzania Forest Services Agency, P.O BOX 40832, Dar-es-Salaam (hereinafter called "the Employer") and M/S Gloda Construction Co. Limited, P.O BOX 2135, Tanga (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 Nilo Forest Nature Reserve for contract no. AE-068/2021-2022/HQ/TCRP/W/02/04 (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 260,244,752 (Two Hundred Sixty Million Two Hundred Forty Four Thousand Seven Hundred Fifty Two Only) (hereinafter called "Contract Price") VAT Inclusive.

Now this Agreement witnesseth as follows:

- In this Contract, words and expressions shall have the same meanings as are 1. 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.
 - Form of Contract; a.
 - the Letter of Acceptance; b.
 - Tender Submission Form C.
 - the Special Conditions of Contract (SCC)
 - the General Conditions of Contract (GCC) e.
 - Bill of Quantities f.
 - Specifications g.
 - Drawings h.
 - Other documents as specified in SCC clause 3. i.
 - In consideration of the payments to be made by the Employer to the 2. 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.
 - the Employer hereby covenants to pay the Contractor in consideration of the 3. execution and completion of the Works and the remedying of defects wherein the Contract Price of Tanzania shillings 260,244,752 (Two Hundred Sixty Million Two Hundred Forty Four Thousand Seven Hundred Fifty Two Only) VAT Inclusive payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

and on bohalf of
SIGNED by the said CONSERVATION COMMISSIONER for and on behalf of the Employer.
Name: PRAF. DOSSANIOS SILAYO
Signature: CHIEF EXECUTIVE
Occupation: CONSERVATION COMMISSIONEST SERVICES (TFS) AGENCY Date: 5 of 2022
In the Presence of
Name: DAVID MUNGONGO
Signature: Stranger
Designation: WANAGER, LEGAL SERVICES
SIGNED by the said for and on behalf of the 'Contractor'.
Name: DHUDI ABSALOM MWAKYELEDZI
Signature
Occupation: MI Director
Date: 05/01/2092
In the Presence of GLODA CONSTRUCTION COMPANY LTD. P. O. Box 2135, TANGA
Name: GLORIX DAUDI
Signature: Janda
Designation: Director
Date: 05/01/2022 -

LETTER OF ACCEPTANCE



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



Address

: "TFS"

Tel No

: (+255) (022) 2928154 : (+255) (022) 2928151

Fax No

E-mail

: mpingo@tfs.go.tz

In reply please quote:

Ref. No. AB.77/127/01

4th January, 2022

P.O. BOX. 40832

DAR ES SALAAM

Director.

M/S Gloda Construction Co. Limited,

P.O BOX 2135,

Tanga

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 Nilo Forest Nature Reserve for Tender No. AE-068/2021-2022/HQ/TCRP/W/02/04 as given in the Special Conditions of Contract] for the Contract Price of the equivalent of Tanzania shillings 260,244,752 (Two Hundred Sixty Million Two Hundred Forty Four Thousand Seven Hundred Fifty Two 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 Silavo CONSERVATION COMMISSIONER

Chief Executive Officer,

The Controller & Audit General,

Public Procurement Regulatory Authority,

P.O. Box 9080,

P.O. Box 2865,

DAR ES SALAAM.

DODOMA.

Attorney General, CC P.O. Box 630

P.O Box 9111,

DODOMA.

DAR ES SALAAM.

Internal Audit General,

TENDER SUBMISSION FORM

Tender Submission Form

29-December-2021

To: TANZANIA FOREST SERVICE (TFS AGENCY)

We offer to execute the REHABILITATION OF ACCESS ROADS AND NATURE TRAILS IN NILO NATURE FOREST RESERVE BID No: AE-068/2021-2022/HQ/TCRP/W/04. in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of TShs 260,244,752. Two hundred sixty million two hundred forty-four thousand seven hundred fifty two only

We also offer to complete the said works within a period of Three months that includes

the mobilisation period.

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

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

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

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

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

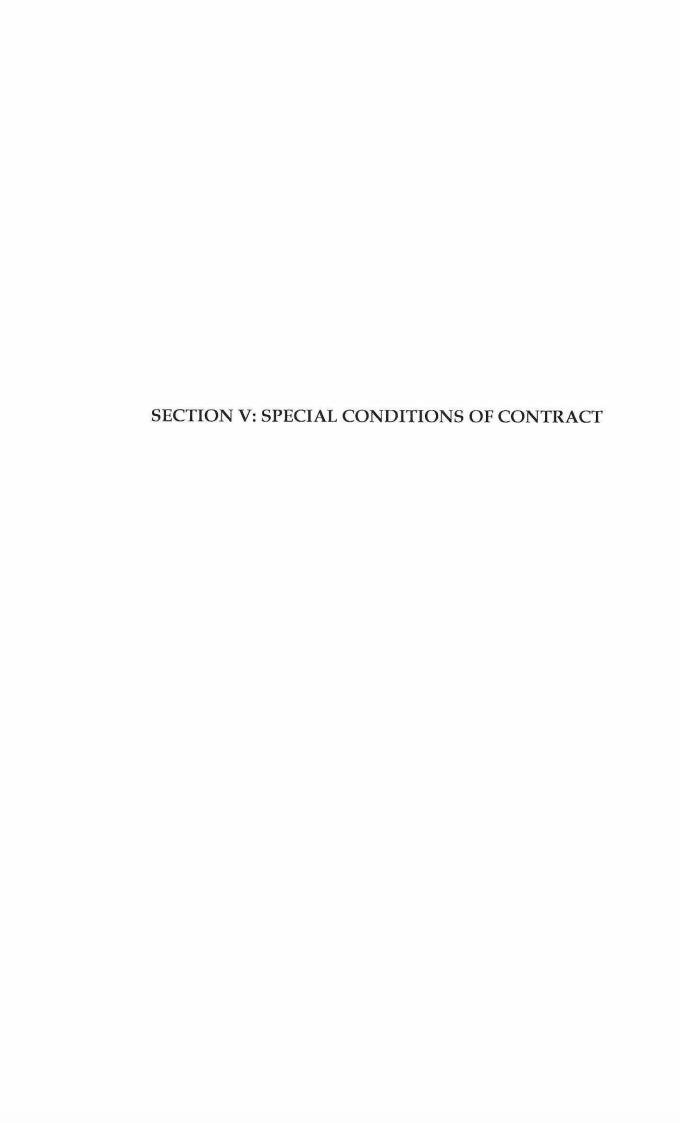
We hereby confirm that this tender complies with the tender validity and Tender Security required by the tendering documents and specified in the Tender Data Sheet.

Authorized Signature: P. G. But 2135,

Name and Title of Signatory: Daudi Absalom Mwakyeledzi M/Director

Name of Tenderer: GLODA CONSTRUCTION CCO. LTD

Address: P.O BOX 2135 Tanga



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	GCC	Description
Clause	Clause	Description
1	1.1	A. General The Employer is Conservation Commissioner,
		The Adjudicator is National Construction Council
		The Defects Liability Period is 180 days.
		The Project Manager is: Chief Executive Tanzania Rural and Urban Roads Agency (TARURA), P. O. Box 11042, DODOMA.
		The Works consist of Rehabilitation of Access Road an Nature Trails in Nilo Nature Forest Reserve
		The Start Date shall be within 14 days after submission of acceptable performance bond and upon receipt of order to commence from project manager.
		The Intended Completion Date for the whole of the Works shall be Three (3) months from commencement date.
		The Site is located at Nilo in Tanga Region
2.	2.2	Sectional completion is not specified
3.	2.3(10)	List other documents that form part of the contract if any: a) Minutes of Pre-contract negotiation meeting if any b) Power of attorney

		c) Technical Personnel d) Work program	
4.	4.1	e) Integrity 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 Gloda Construction Co. Limited	
		P.O BOX 2135,	
6.	12.1	Tanga. 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 Tzs. 2,000,000.00; (b) loss of or damage to Equipment Tzs. 2,000,000.00; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract Tzs. 3,000,000.00; and (d) personal injury or death Tzs. 5,000,000.00. 	
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)	
		c. Providing psychological support and health care including prevention and treatment of opportunistic	

		infections for workers infected and affected, as well as their families	
		d. Providing condoms (male and female) to workers	
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 (10) percent of Contract Price	
21	54.1	The currency of payment shall be Tanzania Shillings (TZS)	

22.	57	The contract is not 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

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		damages can be paid is 100 Days
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 5 percent

GENERAL CONDITION OF CONTRACT (GCC)

1. Definition

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

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

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

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

Compensation Events are those events provided for in GCC 55.

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

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

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

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

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

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

Days are calendar days; Months are calendar months.

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.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.

The **Defects Liability Period** is the period named in the **SCC** and calculated from the Completion Date.

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.

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.

The Employer is the person named as employer in the SCC and the legal successors in title to this person.

Equipment is the Contractor's machinery and vehicles brought to the Site to execute the Works.

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.

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, 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 includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Project Manager in consultation with the Employer, that varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.

2. Interpretation	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.
	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).
	2.3	The documents forming the Contract shall be interpreted in the following order of priority:
		(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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3. Conditions Precedent	3.1 Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-
	a) Submission of performance Security in the form specified in the SCC; and
	b) Furnishing of Unconditional Advance Payment Guarantee.
	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;
	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.
4. Language and Law	4.1 The language of the Contract and the law governing the Contract are stated in the SCC.
5. Confidentiality	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.
6. Project Manager's role	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.
7. Delegation	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.

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	11.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:
	(a) These persons shall be jointly and severally liable to the Employer for the performance of the Contract;
	(b) These person shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and
	(c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.
12. Other Contractors	12.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification

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13. Personnel	 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. 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.
14. Employer's and Contractor's Risks	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.

15. Employer's Risks	15.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:
	(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
	(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,
	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 (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.
16. Contractor's Risks	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.

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17. Insurance	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:
	(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.
	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.
	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.
	17.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
	17.5 Both parties shall comply with any conditions of the insurance policies.
18. Site Investigation Reports	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.
19. Queries about Implementation of Contract	19.1 The Project Manager will clarify queries on all contractual matters.

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	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.
	22.2 The Contractor shall be responsible for design of Temporary Works.
	22.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	22.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	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.
23. Protection of the Environment	23.1 The Contractor shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
	23.2 The Contractor shall ensure that emissions, surface discharges and effluent from his activities shall not exceed limits prescribed in relevant environmental laws.

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24. Labour Laws	 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. 24.2 The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
25. Taxes and Duties	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.
26 Health and Safety	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.
	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.
	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.
	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.

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	 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. 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
31	Disputes Resolution	31.1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.

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32 Procedure for disputes	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.
	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.
	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.

33 Fees and Costs of Adjudicator 34 Replacement 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. 34.1 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	 35.1 Unless otherwise stated in the SCC, (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.
	D. Times Control
36 Programme	B. Time Control 36.1 Within the time stated in the SCC, the Contractor shall submit to the Project Manager for approval of a Work Programme showing the method(s), arrangements, order, and timing for all the activities of the Works.
	36.2 The Contractor shall submit to the Project Manager for approval an updated Works Program at intervals not longer than the period stated in the SCC. If the Contractor does not submit an updated Works Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

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

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38 Acceleration	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. 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.
39 Delays Ordered by the Project Manager	39.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works
	39.2 During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
	39.3 The Project Manager may also notify the cause for the suspension.
40 Management Meetings	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.
	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.

41 Early Warning Notice	 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. 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.
	C. Quality Control

42 Identifying Defects	 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. 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.
43 Tests	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.
44 Correction of Defects	 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. 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. 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.
45 Extension of Defect Liability Period	45.1 The Defects Liability Period may be extended by the Project Manager for as long as Defects remain to be corrected.
46 Uncorrected Defects	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.

		D. Cost Control
47	Bill of Quantities	 47.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor. 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.
48	Changes in the Quantities	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.
		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.
		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.
49	Variations	49.1 All Variations shall be included in updated Work Programmes produced by the Contractor.

50 Payments for Variations	50.1 The Contractor shall provide the Project Manage 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.
	50.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, ir 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.
	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.
	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.
	50.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning Notice.
Cash Flow Forecasts	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.

52	Payment Certificates	52	2.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
		52	2.2 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.
		5	2.3 The value of work executed shall be determined by the Project Manager.
		5	2.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
		5	52.5 The value of work executed shall include the valuation of Variations and Compensation Events.
		5	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.
		5	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.

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53 Payments	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. 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.
	53.3 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.
	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.
4 Currencies	54.1 The currency of payment shall be stated in the SCC.
	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

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55 Compensation Events	55.1 The following shall be Compensation Events:
Events	(a) The Employer does not give access to a part of the Site by the Site Possession Date as per GCC 28.1.
	(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
	(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
	(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
	(e) The Project Manager unreasonably does not approve a subcontract to be let.
	(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
	(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
	(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
	(i) The advance payment is delayed.
	(j) The effects on the Contractor of any of the Employer's Risks.
	(k) The Project Manager unreasonably delays issuing a Certificate of Completion.
	(l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.

	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. 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.
	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.
56 Effect of Changes in Tax Laws	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.
	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.

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57 Price Adjustment	 57.1 If applicable and stated in SCC, the amount payable to the Contractor, pursuant to GCC 53. may be adjusted in respect of the rise or fall in the cost of labor, Contractor's Equipment, Plant materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause. 57.2 To the extent that full compensation for any rise in costs to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise of costs. 57.3 The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be determined formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be as follows;
	$Pn = a + b \frac{Ln - Lo}{Lo} + c \frac{Mn - Mo}{Mo} + d \frac{En - Eo}{Eo} + etc.$
	Pn 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;

a is a constant, specified in the **Appendix to Tender**, representing the nonadjustable portion in contractual payments;

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;

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

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

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'.

where; The effective value Pc of work done which is to be subjected to increase or decrease shall be the difference between: (i) the amount which, in the opinion of the Project Manager, is due to the Contracted under Clause 45 (before deduction of retention money and before deducting sums previously paid on account) less:
 any amount for payment or repayment of an 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 or actual cost or current prices; or any sums for increase or decreases in the Contract Price paid under this Sub-Clause and (ii) the amount calculated in accordance with (ii) above of this Sub-clause and included in the last preceding statement.
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.

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.
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.
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.

58 Retention	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.
	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.
	58.3 On completion of the whole Works, the Contractor may substitute retention money with an "on demand" or unconditional Bank guarantee.

59 Liquidated Damages	 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. 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 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 59.4 If the Contractor has not corrected a defects within the time arceified in the Employment.
	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
60 Bonus	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.

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61 Advance Payment	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.
	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.
	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.
62 Performance Securities	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.

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	62.2 Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Contractor to provide additional Performance Security to cover for any cumulative increase of more than ten percent of the Initial Contract Price.
63 Dayworks	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.
	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.
	63.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
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	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.
	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 resubmitted, the Project Manager shall, upon consultation with the Employer, decide on the amount payable to the Contractor and issue a payment certificate.
68 Operating and Maintenance Manuals	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
	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.
69 Termination	69.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

- 69.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 - (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,

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

	fundamental or not.
	69.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
	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.
70 Payment upon Termination	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.
	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.

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	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:
	(a) The Employer shall notify the Contractor of such suspension within seven (7) days of having received the financing agency's suspension notice.
	(b) After the Notice has been issued and within fourteen (14) days, the Parties shall mutually agree on the future events of the Contract
73 Force Majeure	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.
	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
	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

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	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; 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;
	73.5 The Affected Party shall give Notice to the other Party when it ceases to be affected by the Force Majeure; and
	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.
74 Release from Performance	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.
	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.

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BILL OF QUANTITIES

PROJECT: BILL OF QUANTITIES FOR ROUTINE MAINTENANCE AND SPOT IMPROVEMENT ALONG KWETONGE BOMBO-KIZARA & KIZARA-KIZERUI ROAD.

ITEM NO	ITEM DESCRIPTION	SPEC	UNIT	QTY	RATE	AMOUNT	
£;0	Part I: Preliminaries and General Items	SPEC	UNIT	Q.	1		
1.1	Provision of Insuarence	1.05	Ls	1	700,000.00	700,000.00	
1.2	Allow for Mobilization and demobilization of equipments and tools	1.07	Ls	1	15,000,000.00	15,000,000.00	
1.3	Provisional of Information Panel (project sign board)	1.08(v)	Ls	1	500,000.00	500,000.00	
1.4	Safe y and Enviromental Coplicances		Ps	1	1,000,000.00	1,000,000.00	
1.5	Allow for contractors overhead and profit	1.11	%	1	100,000.00	100,000.00	
1.6	Material Testing and quality control		Ps	1	2,000,000.00	2,000,000.00	
1.7	Allow for contractors overhead and profit	1.09	10%	1	200,000.00	200,000.00	
1.8	HIV/AIDS awareness campaings		Ps	1	500,000.00	500,000.00	
1.9	Allow for contractors overhead and profit	1.9	10%	1	50,000.00	50,000.00	
	Sub-Total: Preliminaries and General Items					20,050,000.00	
	ROUNTINE MAINTENANCE ALONG KWETONGE- BOMBO-KIZARA ROAD						
2.0	PART II - ROAD WORKS					Change W	
2.0.1	Heavy reshaping from Ch15+650-Ch19+900 including Widening the road width	2.05	km	4.25	4,000,000.00	17,000,000.00	
2.0.2	Gravelling within FHD (Excavate, load, haul, sread, water and compact gravel wearin course materials to minimum 95% MDD)	21.09	m ³	660	20,000.00	13,200,000.00	
2.0.3	Rock Blasting	2.05	m ³	100	50,000.00	5,000,000.00	
	Palm trees Felling (4Nos)	2.05		4	100,000.00	400,000.00	
2.0.4	Sub-Total: for Road Works	2.00				35,600,000.00	
3.2.0	PART III - DRAINAGE WORKS						
3.2.1	Concreat works repair						
3.2.2	Demolation existing structure		Ls	1	300,000.00	300,000.00	
3.2.3	Rock excavation	3.02	m ³	320	10,000.00	3,200,000.00	
	Excavationof catchwater at Ch 17+300 RHS	8.11		75	5,000.00	375,000.00	
3.2.4	Overlays C 20 at CH 16+600 (25m x 7m) CH 17+300 (6m x 6m)	2.08(b)	m ³	22.5	300,000.00	6,750,000.00	
5.2.5	Sub-Total For Concrete works repair					10,625,000.00	
3.1.0	Con truction of 2No's Box Culverts at Ch 16+300 and 17+400, size 3m*7m@						
3.1.1	Foundation of Structures						
3.1.2	Excavate forstructures other than pipe culverts (Excavate foundation trenches for whole structure, cutoff walls and prorection works as specified in drawings.) and removal surplus excavated materials away from site	3.02	m ³	460	3,000.00	1,380,000.00	
3.1.3	230mm thickness hardcore	8.11		24.6	50,000.00	1,230,000.00	
3.1.4	Backfill for structures other than pipe culverts using seleced fill materials as directed by Engineer	2.08(b)	m³	790	3,000.00	2,370,000.00	

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.1.0	Widening the road width	2.05	Km	5.75	4,000,000.00	23,000,000.00 VSTRUCTION Co.	
	Heavy reshaping from Ch 0+000-Ch5+750 including					000 12 02 12 000 00 00 12 00 000 000 000	
	KIZERUI ROAD PART II: ROAD WORKS		LE				
	ROUTINE MAINTENANCE ALONG KIZARA-						
1.17	Sub Total For Box Culvert		-			23,118,500.00	
1.15	Surface treatment to concrete elements (Prepare the surface, supply and apply three coats of white and black gloss oil paint as directed by Engineer to Guide posts)	Specs 2000 5909	m³	4.4	10,000.00	44,000.00	
1.14	Construction of rainforced 4No. Guide Posts (900x200x200) including foundation using concrete class 20	3.09c	m³	0.22	350,000.00	77,000.00	
1.13	Masonry work for pers, abutments and wing walls	3.09f	m³	16	100,000.00	1,600,000.00	
.12	Concrete Class 25 for (blinding) bottom slab, butoff as specified in drawings including formworks	3.09e	m³	26.6	350,000.00	9,310,000.00	
	Concrete for Structure					-	
.9	8 mm high yield steel			185	4,500.00	832,500.00	
8	12 mm high yield steel	3.09b	kgs	2,300	4,500.00	10,350,000.00	
.0 .7	16 mm high yield steel	2.001	ler-				
.5 .6	20 mm high yield steel					26	
-	Reinforcement for bottom slab upper slabs as per drawings		Ì			=	
	Reinforcement for Structure						
.3	Backfill for structures other than pipe culverts using seleced fill materials as directed by Engineer					-	
.2	290mm thickness hardcore	8.11	m³	12.1	50,000.00	605,000.00	
.1	Foundation of Structures Excavate for structres oher than pipe culverts (excavate foundatin trenches for whole structre, cutoff walls and prorection works as specified in drawings) and removal surplus excavated material away from site	3.02		100	3,000.00	300,000.00	
.0	Construction of Box Culvert at Ch17+800 size 4m*6m						
	Sub Total For Box Culvert					55,778,300.00	
.14	surface, supply and apply three coats of white and black gloss oil paint as directed by Engineer to Guide posts)	Specs 2000 5909	m³	35.2	6,000.00	211,200.00	
.13	concrete class 20 Surface treatment to concrete elements (Prepare the	3.09c	m³	0.44	350,000.00	154,000.00	
.12	Posts (900x200x200) including four dation using	3,031		52	100,000.00		
.11	7	3.09e 3.09f	m³	48.716	350,000.00 100,000.00	17,050,600.00 3,200,000.00	
.10	specified in drawings including formworks Concreat Class 25 for (blinding) bottom slab, cutoff as	3.09b	m ³	5.35	250,000.00	1,337,500.00	
	Concrete for Structure Concrete Class 15 for (blinding) bottom slab, butoff as						
.9	8 mm high yield steel			1210	4,500.00	5,445,000.00	
.8	12 mm high yield steel	3.09b	kgs	5,200	4,500.00	23,400,000.00	
.5 .6 .7	20 mm high yield steel 16 mm high yield steel						
5	drawings	e e					

GLOGA CONSTRUCTION C. Bot 2135, TANGA

,	Sub-Total for road works		75,000			23,000,000.00
3.2.0	PART III - DRAINAGE WORKS					
3.2.1	Construction of Box Culvert at Ch 23+800 size 5m*6m			37,000	Alta and the second	
	Foundation of Structures					
	Excavate for structure other than pipe culverts (Excavate foundation renches for whole structure, cutoff walls and protection works as specified in	3.02		405	3,000.00	1,215,000.00 747,500.00
3.2.3	230mm thickness hardcore	8.11	m,	14.95	50,000.00	747,300.00
	Reinforcement for Structure			ļ		
3.2.5	20 mm high yield steel			-		
3.2.6	16 mm high yield steel	3.09g	kgs			
3.2.7	12 mm high yield steel	3,009	1194	2,623	4,500.00	11,803,500.00
3.2.8	8 mm high yield steel			874	4,500.00	3,933,000.00
	Concrete for Structure					
3.2.10	Concrete Class 15 for blinding including for blinding including formworks	3.09b)	m ³	3.25	250,000.00	812,500.00
3.2.11	Concrete Class 25 for upper slab beams, bottom slab, cutoff as specified in drawings incluindg	3.09e	m³	27.916	350,000.00	9,770,600.00
3.2.12	Masonry work for piers, abutments and wing wall	3.091	m³	19.8	100,000.00	1,980,000.00
	Sub-Total for Box Culvert		A design			30,262,100.00
\vdash	Sub-Total for Dranage					
-	GENERAL SUN					
	Sub Total: Preliminaries and General					20,050,000.00
	Sub Total: ROUTINGE MAINTENANCE ALONG KWETONGE-BOMBO-KIZARA ROAD					125,121,800.00
	Sub-Total: ROUTINE MAINTENANCE ALONG KIZARA-KIZERUI ROAD					53,262,100.00
	TOTAL					198,433,900.00 35,718,102.00
	ADD VAT	1		1		
	GRAND TOTAL					234,152,002.00

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TANGA

//	BILL OF QUANTITIES FOR CONSTRUCTION	-					
TEM NO	ITEM DESCRIPTION	SPEC	UNIT	QTY	RATE	AMOUNT	
1.0	Part I: Preliminaries and General Items		-				
1.1	Allow for mobilization and demobilization of equipment and tools	1.07	Ls	1	8,000,000.00	8,000,000.00 8,000,000.00	
	Sub-Total for Prelimiaries and general items					8,000,000.00	
2.0	Part II: Trails Works						
2.1	Excavate for structures including rocks, grubbing uproots and removal of surplus excavated materials	3.02	cum	81.5	5,000.00	407,500.00	
	away from sites	8.11	cum	55	50,000.00	2,750,000.00	
2.2	100mm thick hardcore		cum	26	350,000.00	9,100,000.00	
2.3	Concrete C25 for stepps icluding formworks	3.09e	Cuin	20			
2.4	Installment of treated and green painted ballustraces timber boards as directed by the nature conservator		Lm	5300	350.00	1,855,000.00	
0 1784,0000						14,112,500.00	
	Sub-Total for Trail Works					2000	
	Total for Connstruction of Natural trails					22,112,500.00	
12,000						3,980,250.00	
	Add 18% VAT	-	-			26,092,750.00	
	Grand Total						

CLESCASTRUCTION Co.L. T. G. Box 2125, 1. N.G.

SPECIFICATIONS

Standard Specifications shall be the "Standard Specifications for Maintenance Works 2010" prepared by TANROADS 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

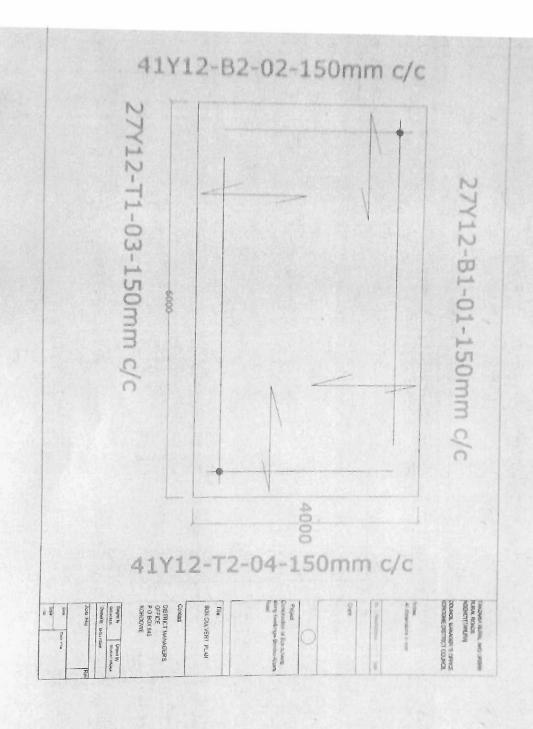
Telephone: +255-22-2666122/ 2666088

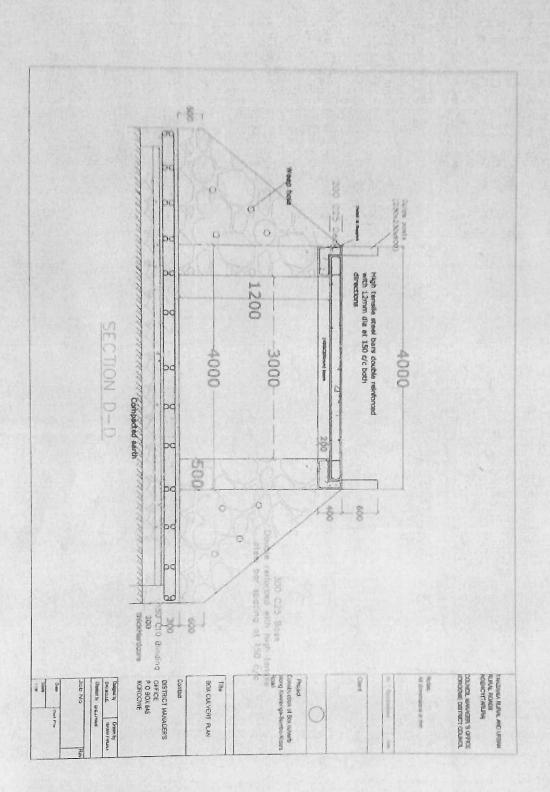
Facsimile: +255-22-2666088 E-mail: tanroadshq@tanroads.go.tz

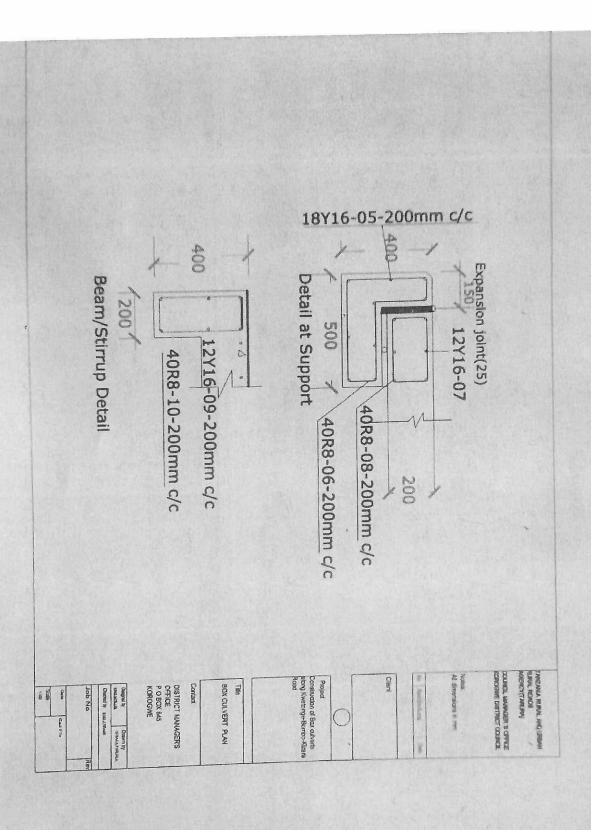
.

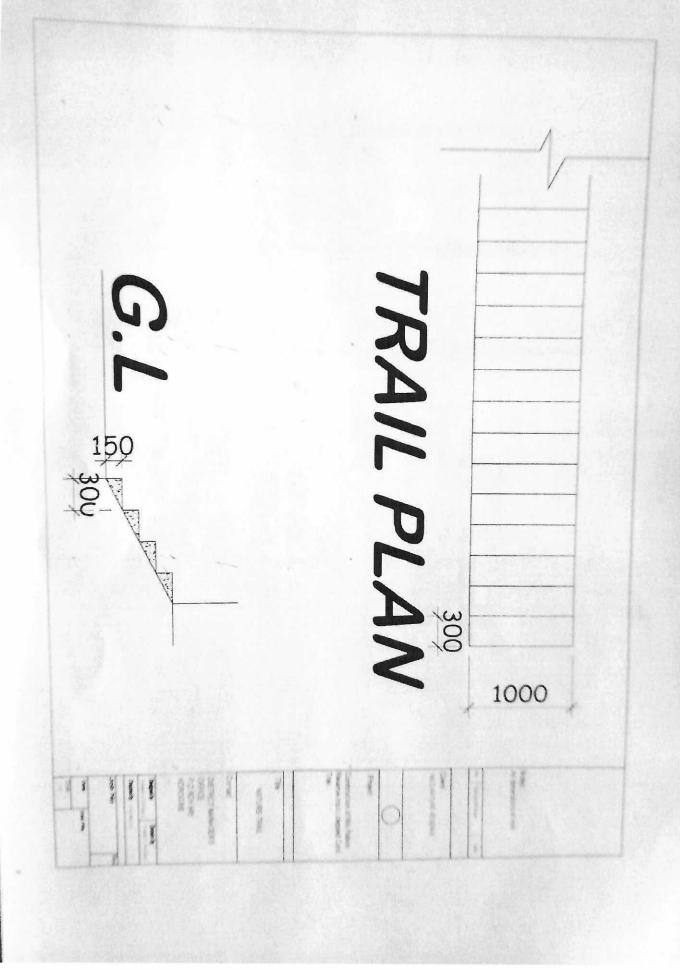
OTHER DOCUMENTS AS SPECIFIED IN SCC CLAUSE 3.

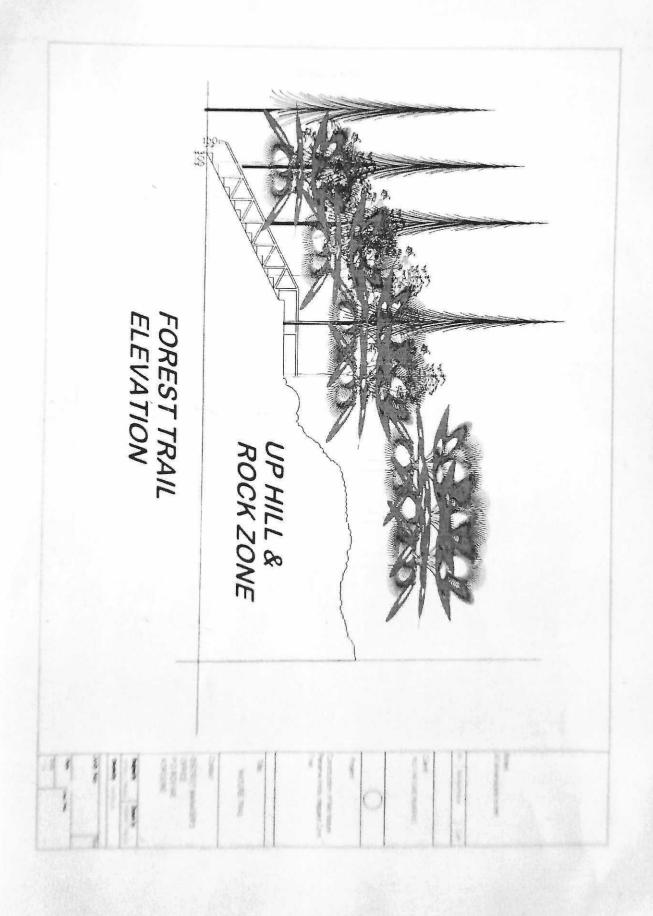
DRAWINGS











WORK PLAN OF WORKS



GLODA CONSTRUCTION CO. LTD

E. Mail: <u>glodaconstruction@gmail.com</u>
P.O. Box 2135, TANGA, Mobile: +255 713 660 159 / +255 784 660159 / +255 713 257 127

Date 28/12/2021

REHABILITATIO OF ACCESS ROAD AND NATURE TRAILS IN NILO NATURE FOREST RESERVE NO. AE-068/2021-2022/HQ/TCRP/W/02/04

WORK PROGRAME DURATION IN MONTHS

	DIA IIA IAIC	JIN I	HS				
ACTIVITY	1	2	3				1
Mobilization	4 1			1-1			+-
Rock excavation	1.367532	1.35					
Heavy reshaping / graveling		10000	Z, 2.1	1 1			+-
Box culverts				+		-	-
Concrete works			(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)				
Masonry works) - ₁ ,				
Culverts works			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1		+	
Sold drift				+			
Laboratory test				++		-	
Reinforcement works	1			+			
Backfill structure			A 1 1 1	+-+		-	
Stone/ pitching			X 5 4 6 5 1		_	-	
Demobilization							

CLADA CONSTRUCTION Co.LTD P. G. Soi 2135,

Daudi Absalom Mwakyeledzi

Managing Director
GLODA CONSTRUCTION CO. LTD

POWER OF ATTORNEY

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 28 December 2021, WE the undersigned GLODA CONSTRUCTION CO. LTD of P.O BOX 2135 TANGA, by virtue of authority conferred to us by the Board Resolution No. GLD/RAR/2021/2022/TCRP/04 of day of 28/12/2021, do hereby ordain nominate and appoint Daudi Absalom Mwakyeledzi of 2135 Tanga 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/02/04 that is to say;

To act for the company and do any other thing or things incidental for AE-068/2021/HQ/TCRP/W/02/04 of for the Rehabilitation of access road and nature trails in nolo nature forest reserve;

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 *GLODA CONSTRUCTION CO. LTD* and delivered in the presence of us this 28 day of *DECEMBER* 2021.

IN WITNESS whereof we have signed this deed on this 28 day of December 2021 at Tanga for and on behalf of GLODA CONSTRUCTION CO LTD

SEALED and DELIVERED by the Common Seal of GLODA CONSTRUCTION This 28/12/2021

BEFORE ME

COMMISSIONER FOR OATHS

DONOR

GLODA CONSTRUCTION COLUTD P. G. Box 2135, TANGA

TECHNICAL PERSONNEL



E Mail: glodaconstruction/a/gumil.com P.O. Box 2135, TANGA, Mobile: +255 713 650 159 / +255 784 660159 / +255 713 257 127 Date 22/08/2021

QUALIFICATIONS AND EXPERIENCE OF KEY PERSONEL

POSITION	NAME	YEARS EXPERIENCE	OF YEARS OF EXPERIENCE IN PROPOSED POSITION
Managing Director	Gloria Daudi	More than 6	More than 6
Director	Daudi Absalom Mwakyeledzi	More than 13	More than 13
Tech Director	Engineer Emmanuel E. Swai	More than 45	More than 19
Site Agent	Engineer Ephraim Lupatn	More than 5	More than 5
Site Agent	Engineer Paschal George	More than 6	More than 6
Site tech	Gasper . A. Kişela	More than 2	More than 12
Site Tech	Hassani Mustafa	More than 7	
ite survey	Simon Mbwambo	*E 10	More than 7
		More than 40	More than 35

BOOK SONSTRUCTION COMPANY LTD.) P. O. Box 2135, TANGA

REVISED CURRICULUM VITAE (CV)

L PERSONAL DETAILS

Names: PASCHAL GEORGE

Gender: MALE

Place of birth: MASWA - SIMIYU

Date of birth: 04/02/1989

Contact no. 0762922569/0656161028

Email: hundala_pilyahoo.com

Marital status: Married

2 FDUCATION BACKGROUND

But befor degree in good Co.	TEAR
F-000000000000000000000000000000000000	November 2011 to July 2015.
Advanced level education at Shippeness C.	
	April 2009 to February 2011.
Ordinary level education at Nyalikanau occurdants a	
The second secon	January 2005 to October 2008.
Primary school education at Dodoma primary school in	January 1998 to September 2004
	Buchelor degree in civil Engineering at Mbeya University of Science and Technology [MUST] Advanced level education at Shinyanga Secondary School Ordinary level education at Nyalikungu secondary school Primary school education at Dodoma primary school in Maswa.

3. COMPUTER LITERACY

PROGRAMME Microsoft word	REMARKS	
dicrosoft excel	Good	
VutoCad	Good	E-company and a second
to be made any contract of the	· Good	
lesign programmes (Masterseries & Epanei)	Coni	The state of the s

4. OTHER PARTICULARS

LANGUAGES	SPEAKING	DE A MARLES	A CANADA
Kiswahili	Excellent	READING	WRITING
English	Control of the Contro	Excellent	Excellent
	Excellent	Excellent	Excellent

INDUSTRIAL PRACTICAL TRAINING EXPERIENCE

PERIOD	ORGANIZATION	ACTIVITIES PERFORMED
JULY 2012 TO	WORKS DEPARMENT, MASWA	As a trainee Engineer, the following were
SEPTEMBER 2012.	DISTRICT COUNCIL	my participation responsibilities.
		 Participating in the road
		inventory operations for the
		various district and rural roads.
		 Building construction (simple
	3	buildings).
		 Maintenance and repair of the
		simple buildings.
		 Land survey (leveling activities).
		 Construction and maintenance of
		both earth and gravel roads.
		 Measurement and taking off of
		the various projects executed by
		contractors so as to determine the
	* .	required quantities for payments.
JULY 2013 TO	MUST CONSULTANCY BUREAU	While working as a trainee, I successfully
SEPTEMBER 2013		performed the following duties.
		 Setting out and construction of
		the Naming'ong'o Bridge in
		Momba District.
		 River training works
		 Design of bridge and detailing of
		the concrete box cuiverts and
		bridges.
		 Design of the various steel
		structures
		 Taking off and preparation of the
	**	Bill of quantities of the various
		construction projects.
JULY 2014 TQ	TANROADS MBEYA.	As a trainee Engineer, I was
SEPTEMBER 2014		assigned with the following
		duties
	• • • • • • • • • • • • • • • • • • • •	 Design of both flexible and the
		rigid pavements
		 Road maintenance system with
		inventory
		Conducting the various soil
		laboratory tests like Atterberg
	1, 13,4	limit tests, CBR test and Dynamic
		cone penetrometer test (DCP)
	* *	Design and construction of
	ž.	bridges

REVISED CURRICULUM VITAE (CV)

WORKING EXPERIENCES

PERIOD	ORGANIZATION/FIRM	PROJECT	ACTIVITIES PERFORMED
OCTOBER 2015 TO FEBRUARY 2016	CONTRACTOR: M/S KASHERE ENTERPRISES LTD ADDRESS: MWANZA.	CONSTRUCTION OF AN TRRIGATION SCHEME AT KINAMWIGULU VILLAGE IN MASWA DISTRICT. CLIENT: ZONE IRRIGATION OFFICE- MWANZA.	As a site Engineer, here below were my key responsibility duties Preparation of the schedule of work. Supervising the construction of the canal, including fixing of the sluice and off taking canal gates Construction of the intake structures Supervision of the construction work of the flume structures. Treparing budget for various construction materials like Cement, reinforcements etc Overall management of the site activities.
APRIL 2016 TO AUGUST 2016	CONTRACTOR: M/S LEOSTART ENGINEERING CO. LTD ADDRESS: DAR ES SALAAM.	ROUTINE/PERIODIC MAINTENANCE OF RUANDA-NYIMBILI (30.7KM), VWAWA- MAHENJE(6.5KM), ITUMBA-HEZYA-IZYILA (25KM) CLIENT: REGIONAL MANAGER, TANROADS MBEYA.	As a site Engineer, I managed to perform the following activities: Preparation of the schedule of work Supervise road maintenance activities which includes heavy grading, light grading, drainage works and gravel works. Taking measurements of the executed activities for payments purpose. Arrangement of the time tables for the various plants which were available at site. Participate in preparation of the tender documents.
SEPTEMBER 2016 TO DECEMBER 2016	*	ROAD MAINTENANCE WORKS OF JUNCTION NKALE-MISUFINI ROAD, CLIENT: DED HANDENI	Being assigned as a site Engineer of this project I successfully performed the following activities. • Perform the detailed calculations to determine

INNUARY			required for construction of the Box culvert and pipe culverts. Preparations of the bar bending schedules for the box culverts reinforcements. To read and interpret structural drawings To conduct a survey in collaboration with staff team from the District Engineer so as to determine the suitable areas for construction of the Box culvert and installation of the other culvert structures. To supervise road works like formation, rising an embankment, heavy grading, gravel works, construction of Box culvert and other culvert structures, construction of stone pitching etc.
2017 TO JUNE 2017	CONTRACTOR: J.J.GWAKISA LTD ADDRESS: TANGA.	ROUTINE/PERIODIC MAINTENANCE AND SPOT IMPROVEMENT WORKS OF KWAMETA- KWASHEMSHI- DINDILA, SILABU- DINDILA AND DINDILA-SONI- BUMBULI ROAD. CLIENT: REGIONAL MANAGER, TANROADS TANGA.	As a site Engineer, I performed the following activities. • Preparing the working schedule of the various plants/equipments available at site. • Preparing an estimate of materials required for construction of structures like retaining walls, culverts, Stone gabions and concrete drifts. • Read and Interpret of the structural drawings. • Supervision of the construction activities of the different structures like retaining walls, pipe culverts and drifts.

	-		
JUNE 2018 TO NOVEMBER	M/S MEGATECH CONSTRUCTIONS OF LID ADRRESS: TANGA.	ROUTINE/PERIODIC MAINTENANCE OF MANCHALI-NG AMBI- KONGWA JCT-HOGORG JCT REGIONAL ROAD CLIENT: REGIONAL MANAGER, FANROADS DODOMA. UPGRADING OF MOMBO TOWNSHIP	available at site. Preparing an estimate quantities and cost of
	ADRRESS: TANGA.	ROAD 420M TO BITUMEN STANDARD (DSD) CLIENT: TARURA KOROGWE DC	 Preparation of the schedule of work as described in the BoQ Management and supervision of the site activities. Performing mathematical calculations to determine the quantities of materials required for structural works.
			 Arrangement of the schedule of plants and equipments. Read and interpret structural drawings Preparation of the Monthly works progress reports. Organizing and attending
NOVEMBER 2018 TO JUNE 2019	CONTRACTOR: LI GWAKISĂ LTD.	UPGRADING OF AMARKET 1 AND STARKET 2 ROADS TO	site meetings, Activities supervised. Preparation of revised work programmes as

K	A TAD FORENCE OF A STATE	The state of the s	
	ADRRESS: TAN		DARD
		(DSD)	DARD according to the BoC supervision of the sit
	*		The state of the s
		CLIENT: TARUR	(i) Road works
3		KORCGWETC	(Preparations
		ž <u>-</u>	improved
			Subgrade laye
60	4		sub base layer
			basecourse lay
			and finally
			wearing cours
		L. V.	layer)
			(ii) Drainage work
			including
		3.00	construction of
	:		reinforced
and the second	100 Addisona		concrete pipe
	age or		culverts 900mm
E A			concrete works
			for side ditches
		†.	bedding and
	•	1.	stone pitching
- Andrews		.	works.
			 Undertaking
			mathematical calculation
			to determine the
		∮ ∴	quantities of materials
			required for structural
		· **	works.
The state of the s	-	. 1	Site management works
		J- * 1	 Preparation of the
			Monthly works progress
			reports.
			 Organizing and attending
-			site meetings.
JUNE 2019 TO	CONTRACTOR:	LIBCRATING	
DECEMBER	J.J GWAKISA LTD.	I OF ORALDING OF	Activities supervised.
2019		THE COURT OF THE PROPERTY OF	GE Preparation of revised
	ADRESS: TANGAL	ROAD TO BITUMEN	work programmes as
		STANDARD (DSD)	according to the BoQ
			supervision of the site
		CLIENT:	
		TARURA MUHEZA D	C (iii) Road works
177			(Preparations of
	⊗		improved
And Commenters		***	
	#I		subgrade layer,
		V	sub base layer,
	**	1	basecourse layer
MATTER AND AND ADDRESS OF THE ADDRES	A CONTRACT OF THE PARTY OF THE	1	and finally
		* 4	wearing course

The state of the s		163		layer) (iv) Divinage worl
		gr w		1
A CONTRACTOR OF THE CONTRACTOR		TavY		including construction of
•	460	*		reinforced
			.	concrete pipe
	1			culverts 900mir
	1			concrete works
			*	for side ditches
			·	bedding and
	To a second			stone pitching
				works.
			, [:	Undertaking
	TO SO		18	mathematical calculation to determine the
				quantities of materials
				required for structural
				works,
				 Sile management works
			, W	 Preparation of the
	1	9 1	· &:	Monthly works progress
	Í			reports.
				Organizing and attending
				site meetings.

RESUMED CURRICULUM VITAE

	Site meeting.
	Preparation of weekly
*	and monthly progress
	reports.

JANUARY 2020 TO DATE: GLODA CONSTUCTION COLTD

Project (1)

P.M. of city unpaved roads in Tanga City

Client

TARURA Tanga City

Cost of project

833,789,480/=

Position

Site Engineer

Project (2)

Orgent Repair works for protection of Msangazi Bridge

Client

Regional Manager's TANRÓADS Tanga

Cost of project

202,230,000/=

Position

Site Engineer

Project (3)

upgrading of Soni mponde (DSD standard)

Client

TARURA Tanga

Cost of project

358,215,000/-

Position

Site Engineer

Project (3)

PM Mäintenance for Kimembe Kilwa Kwadundwa

Client

CM TARURA Songe Kilindi

Cost of project

290,353,790/=

Position

Site Engineer

Project (4)

Urgent repair works for construction Box culvert at Chang'ombe

Client

Regional Manager's TANROADS Tanga

Cost of project

707,920,000/=

Position

7. REFEREES

NAMES Dr. Zacharia Katambara	INSTITUTE	T.CO.
Katambara	MBEYA UNIVERSITY OF	CONTACTS
	I SUIENCE AND	0756662009
Eng. Jacob Mwambene	TECHNOLOGY(MUST)	
	MICHAE MINISTER'S OFFICE	10757865555
	(VIVII) I ANZANII A LIII	0757552222
	LANTINGO KUCTURE VALUE	
	The state of the s	
	FINANCE (MIVARF)	

CERTIFICATION

I, the undersigned, certify that (i) I was not former employee of the client immediately before the submission of this proposal, and (ii) to the best of my knowledge and belief, this bio data correctly describes my qualifications, my experience, and myself. I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

Signature

1

Date of signing.

0505 5188



GLODA CONSTRUCTION COMPANY LTD.
P.O. Box 2135,28 [12] 2021
TANGA

NEA Level 8 No: 0002516

THE UNITED REPUBLIC OF TANZANIA MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY



It is hereby certified that

Deschal George

of Registration No. BR1141009 has been inwarded

· a Buchelor Degree in

Civil Engineering

After having julfilled all the requirements for

Level 8

at Upper Second class

Issued this 19th day of December in the year 2015

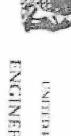
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VINVENUE AS STURBING HELL

ENGINEERS REGISTRATION
BOARD



Certificate of Registration

United the Emphasis Reportation Vol. 1997)

It is been by a retained when

Daschall Bearge

GRADUATE ENGINEER

(Trainee Engineer)

And the production of the Englished Color and Was 2017.

gain regardes nonter 15340 Soled and given under our funds at Extres Salinth this 17 day of January, 2020,

THE COUNTY

Scanned with CamScanner



UNITED REPUBLIC OF TANZANIA

ENGINEERS REGISTRATION BOARD

Certificate



(Under the Engineers Registration Act, 1997)

It is hereby certified that

Paschal George

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 26th day of February, 2021

, in the discipline of Civil engineering

and was given registration number 6898

Sealed and given under our hands at Dar es Salaam

this 20" day of May, 2021

Eng. P. Barozi Registrar

Eng. Othman S. Khatib Board Member

Eng. Prof. N. M. Lema Chairman

Not valid without Hologram Sticker, photograph of the bearer and precising Licence





THE UNITED REPUBLIC OF TANZANIA MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY DEGREE EXAMINATIONS ACADEMIC TRANSCRIPT



(Built Environment Engineering Department)

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Director of Undergraduate Studies 156.46

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SALE TECHNISMS

The National Examinations Council of Tanzania





Advanced Certificate of Secondary Education

This is to certify that PASCHAL GEORGE

Index No. 30152-9575

sat for the Advanced Centificate of Secondary Education Examination at SHIMYANGA SECONDARY SCHOOL in FEBRUARY 2011

and qualified for the award of an

ADVANCED CHRIFTCATE OF SECONDARY EDUCATION IN DIVISION THREE

after amaining the following performance:-

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Subject	*	G	rade
GENERAL S	(United S	The second secon	lower
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CHEMISTRY		D.	(PASS)
	MATHEMATICS	Š.	(PASS)
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L'Allmeten Dale Chairperson Balichero

Executive Secretary

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ACTI DEDITORS



The National Examinations Council of Tanzania





Cortificate of Secondary Education

This is to certify that PASCHAE GEORGE

Index No. \$1539-0078. . .

sat for the Certificate of Secondary Education Examination

OF MYALIKUNGU SECONDARY SCHOOL

in october 2008

and qualified for the award of a

CERTIFICATE OF SECONDARY EDUCATION

m Division (46

after attaining the following performance:

Civers	(rade
HISTORY		(PASS
GEOGRAPHY	Ē	(PASK
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ENGLISH LANGUAGE :	6	(PASS
PHYSICS	Ç	(FASS:
CHEMISTRY	Ć	(PASS)
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BASIC MATHEMATICS	ď	(PASS)
*****	В	(PASS)

Balielako

Faccutive Secretary

CS68 EU 11323



Project (17)

Periodic muintenance (DSD standard) on Maganba

Client

Council Manager Tarum Tanga

Cost of project Position

1,041,631,600. Site Technician

Project (18)

Urgent workof major repair of Myugwe box culvert

Client

Council Manager Tarura Songe Kilindi

Cost of project

331,379,800.

Position

Site Technician

Project (19)

Bridge major repair Kimunyu 2 and Kongei bridge

Client

. Manager Tanroads Tanga

Cost of project

337,842,887,

Position

Site Technician

Project (20) Client

Periodic maintenance Kimembe Kilwa Kwadundwa

Council Manager Tarura Songe Kilindi

Cost of project Position

290,365,790, Site Technician

Project (21)

Upgrading of Soni Mponde road DSD standard

Client

Coupeil Manager Tarura Bumbuli

Cost of project

358,215,000.

Position

Site Technician

Project (22)

Periodic maintenance of city unpaved roads

Client

Council Manager Tarura Tanga

Cost of project Position

833,649,480 Site Technician

CERTIFICATION

I, the undersigned, certify that (i) I was not former employee of the client immediately before the submission of this proposal, and (ii) to the best of my knowledge and belief, this bio data correctly describes my qualifications, my experience, and myself. [understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged

Signature

28.16.021

Date of signing Truxy

GLODA CONSTRUCTION COMPANY LTD. P.O. BOX 2135, 28/ 12/2021

Project (1) P.M. of Sahare PH 1,11 road 1.7 km Upgrading from Gravel read to Tarmac road (AC) (Sub commeter) Client City Director Tanga Cost of project 530,500,500 Position Technician Project (2) Bridge / Culverts Maintenance Works Storm water at Magaoni Client City Director Tanga Cost of project 567,609,618 Position Technician Project (3) Bridge / Culverts Maintenance Works Storm water at Duga Client City Director Tanga Cost of project 209,796,684 Position Technician Project (4) Urgent works along Kwaluguru - Kibirashi Roads Člient Manager Tanmads Tanga Cost of project 1,05,869,600 Position Technician Project (5) Routine Maintenance of City Unpaved Roads Client City Director Tanga Cost of project 133,323,008 Position Technician Project (6) Urgent repair weiks along Mwanyungu Chongoleani Chem . Manager Tanroads Tanga Cost of project 125,565,570 Position Technician Project (7) Urgent repair works on Mazizini - 2 bridge along Client Alanager Tanroads Tanga

Cost of project 199,774,000
Position Feebnician

Project (8) Urgen repair works on Mazizini – 2 bridge along Maguzon

Project (8) Urgen repair works on Mazizini – 2 bridge along Maguzoni
Client Manager Tanroads Tanga a
Cost of project 74,104,000.
Position Technician

Project (9) Bridge major Songea 5 Bridge along OLD Korogwe
Client Manager Tanroads Tanga

Project (9) Bridge major Songea 5 Bridge along OLD Korogwe Client Manager Tanroads Tanga Cost of project 306,434,200 Position Technician Project (10) Propose spot improvement along Mkatoni - Kinko - Kwai Client Council Manager Tarura Lushoto Tanga Cost of project 227,127,810. Position Site Technician Project (11) Periodic maintenance of Kimembe - Kilwa - Kwadundwa road Client Council Manager Tarura Songe Kilindi Tanga Cost of project 129,826,314. Position Site Technician 1 Project (12) Routine maintenance Kerenge - Kijange - Magoma road Client Council Manager Tarura Korogwe Tanga Cost of project 75.406.720. Position Site Technician Project (13) PM, RM Pande Mieni - Mikocheni Mwanyungu Chongoleani read Client Council Manager Tarura Korogwe Tanga Cost of project 191,463,553 Position Site Technician Periodic maintenance Mapojoni ,Kange D, RM Magomeni/Masiwani Project (14) Client Council Manager Tarura Tanga Cost of project . 279,215,140. Position Site Technician Project (15) Rehabilitation of main stonn water drainage Sabare Kwanjeka Client Council Manager Tarura Tanga Cost of project 170,099,360 Position. Site Technician Project (16) Rehabilitation of main storm water drainage Sahare Kwanjeka

Manager Fancoads Tanga

Site Technician

170,099,360,

Client

Position

Cost of project

CURRICULUM VITAE (CVs)

F	CORRICOTON	YIIAI	1000	<i>y</i>	
L	PROPOSED POSITION IN THE FIRM	TECHNIC	CIAN		
2	NAME OF PERSON	HAŜŜAN	I MUSTAF	A	f de management de la constitución de la constituci
3	DATE OF BIRTH	02 nd OCT	OBER 1988		
ᅾ	MARITAL STATUS	MARRIE	D		
5	E-Mail & Telephone	Hassanian	ustafa88@g	mail.com	
6	CONTACT ADRESSES	Phone:	idress P.O.I 60603,+255		_
J	NATIONALITY	Tanzanian			
3	YEARS WITH THE FIRM	u		01430	
9	MEMBERSHIP IN PROFESSIONAL ASSOCIATION		ember of ins Tanzania (N		ingineers
9	ACADEMIC QUALIFICATION	 Diploma of Transportation in civil Engineering School Certificate-Usagara Secondary School 			
10	LANGUAGES & DEGREE OF PROFICIENCY		speaking		Writing
enadologica en estado aperte consumplemento de estado en		English	Very Good	Very Good	Very Good
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		Swahili	Excellent	Excellent	Excellent

FIRM	EXPERIE	ACT
	POSITION	ACTIVITIES
GECHA ENGINEERING CO.LTD	Technician 15th November 2014 to 15th December 2016	 Construction of Storm water drainage and Routine Maintenance along TAMCO-Marani Road(Kibaha Town Council) Construction of Storm water drainage(Routine Maintenance)-contract No.TCC/128/2614/2615/W/03(Tinga City Conneil) Construction work, RoutineMaintenance(28.31km) and Bridge Repair of Naishero Bridge along Nangomba-Nanyumbu Regional Road-(Tanzosds-Mtwara)
TANGA CITY COUNCIL	Industrial Practical Training (IPT)Period May-July 2013 and 2014	 Supervision work on Renovation of buildings floors at Tanga City Head office Quantity Surveying works Land surveying on proposed entrance road to Kilimanjaro Cement Company (Tanga)
TANGA)	Industrial Practical Training (IPT)Period May-July 2012	 Supervision of Box Culvert at KOMUNYU-KILINDI-TANGA Laboratory Testing(Soils, Aggregate and Bitumen tests)

NTA Level 6 No: 000097()

ARUSHA TECHNICAL COLLEGE



This is to certify that

Hassine Mustafa

Registration No. A0110343
Having satisfied the requirements for the award of the

Ordinary Diploma in Transportation Engineering with Upper Second Class

Was conferred at a congregation held in Arusha on the seventeenth of January in the year two thousand and fifteen

Board Champerson

outd Chumperson -- >



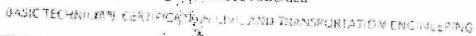
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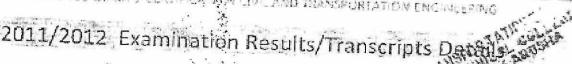


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This is to certify that: Hassani Mustern With Admission Number of AD110343 has successfully completed NTA Level 4 at the Department of Transportation Engineering and has been awarded





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1	GST-04104	Entrepreneurship (Michiga Cuadita	6 4 3 726 4 5
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This is to certify that: Hassani Mustafa With Admission Number of A0110343 has completed NTA Level 5 at the Department of Transportation Engineering and has been awarded

TECHNICIAN LER DEICATE IN THRASPORTIATION ENGINEERING



2012/2013 Examination Results/Transcripts Details.

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INSTITUTION OF ENGINEERS TANZANIA

HASSANI M. ZAMGINA 15TH DECEMBER, 2011

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ST/9668/2011

WITNESS our hands and Seal on

This 19" day of APRIL 2012

Description

Massiri

Executive Secretary

INTEGRITY

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

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

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

Daudi Absalom Mwakyeledzi (Name of the Authorized Person)

Signature

28-December-2021

Date

GLODA CONSTRUCTION COLUTD P. G. Box 2134, TANGA

Company stamp/seal