

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



CONTRACT NO. AE-068/2021-2022/HQ/TCRP/W/04/01

BETWEEN

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

AND

M/S JONENAC CONSTRUCTION LIMITED, P.O BOX 32583, DAR-ES-SALAAM

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

Form of Contract

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 Jonenac Construction Limited, P.O BOX 32583, Dar-es-Salaam (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 Uluguru Nature Reserve for contract no. AE-068/2021-2022/HQ/TCRP/W/04/01 (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of Tanzania shillings 214,366,982 (Two Hundred Fourteen Million Three Hundred Sixty Six Thousand Nine Hundred Eighty Two Only) (hereinafter called "Contract Price").

Now this Agreement witnesseth as follows:

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
 - a. Form of Contract;
 - the Letter of Acceptance;
 - c. Tender Submission Form
 - the Special Conditions of Contract (SCC)
 - e. the General Conditions of Contract (GCC)
 - f. Bill of Quantities
 - g. Specifications
 - h. Drawings
 - Other documents as specified in SCC clause 3.
- In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and <u>complete</u> 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 execution and completion of the Works and the remedying of defects wherein the Contract Price of Tanzania shillings 214,366,982 (Two Hundred Fourteen Million Three Hundred Sixty Six Thousand Nine Hundred Eighty 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.

SIGNED by the said CONSERVATION COMMISSIONER for and on behalf of the Employer.
Name: PROF, DOSPANIOS FILAYO
Signature: Marin -
Occupation: CONSERVATION COMMISSIONER
In the Presence of
Name: DAVID WUNGONGO CHIEF EXECUTIVE Signature: TANZANIA FOREST SERVICES (TFS) AGENCY
Signature: TANZANIA FOREST SERVICES (TFS) AGENCY
Designation: WANAGER LEGAL SERVICES,
SIGNED by the said for and on behalf of the 'Contractor'.
Name: JOSEPH-NGEREJA-MCHUNGA
Signature:
Occupation: MDIRECTOR
Date: 500 Don- 2002 JONENAC CONSTRUCTION LTD P.O. Pox 32583 DAR ES SALAAM
In the Presence of
Name: TRANK JUMA
Signature:
Designation: TECHNICIAN
Date:

LETTER OF ACCEPTANCE



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



Address

: "TFS"

: (+255) (022) 2928154

Tel No Fax No

: (+255) (022) 2928151

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.

Jonenac Construction limited,

P.O BOX 32583, DAR-ES-SALAAM

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 Uluguru Nature Reserve for Tender No. AE-068/2021-2022/HQ/TCRP/W/04/01 as given in the Special Conditions of Contract] for the Contract Price of the equivalent of Tanzania shillings Tanzania shillings 214,366,982 (Two Hundred Fourteen Million Three Hundred Sixty Six Thousand Nine Hundred Eighty 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 Saktos 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.

Internal Audit General,

Attorney General, P.O. Box 630

P.O Box 9111.

DODOMA.

CC

DAR ES SALAAM.

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TENDER SUBMISSION FORM

Tender Submission Form

28/12/2021

To: TANZANIA FOREST SERVICES (TFS) AGENCY

We offer to execute the REHABILITATION OF KIBAONI - BUNDUKI ROAD 8KM IN MVOMERO DISTRICT COUNCIL Tender No: AE-068/2021-2022/HQ/TCRO/W/04/01 in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of TShs 114366982 [amount in numbers], 1400 thendred Tourist Hendred [amount in words] WD Only

We also offer to complete the said works within a period ofmonths that includes the mobilisation period.

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

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

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

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

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

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

Authorized Signature:
Name and Title of Signatory: Joseph N. Mchunga (Managing Director)
Name of Tenderer: Jonenac Construction Ltd
Address: P. D. Box 32583, Dar es Salaan
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SECTION V: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract (SCC)

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

SCC Clause	GCC Clause	Description
1	1.1	A. General The Employer is Conservation Commissioner, Tanzania Forest Services Agency (TFS)
		P. O. Box 40832, DAR ES SALAAM.
		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 in Uluguru Nature Forest Reserve.
		The Start Date shall be 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 Mvomero District in Morogoro 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 e) Integrity
4.	4.1	The language of the Contract documents is <i>English</i> . The law that applies to the Contract is the Laws of Tanzania.
5	8.1	Address for communication Employer's Conservation Commissioner, Tanzania Forest Services Agency (TFS) P. O. Box 40832, DAR ES SALAAM Contractor's Jonenac Construction Limited P.O BOX 32583,
6.	12.1	DAR ES SALAAM 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	 (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

20	52.7	Minimum Amount of Interim Payment Certificate will be Ten (10) percent of Contract Price
		D. Cost Control
19.	44.1	The Defects Liability Period is One hundred eighty (180) calendar days
		C. Quality Control
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
17.	36.2	The period between Programme updates is thirty (30) calendar.
16.	36.1	The Contractor shall Submit a Programme for the Works within fourteen (14) days of delivery of the Letter of Acceptance.
		B. Time Control
15.	35.1	Security of the site shall be the contractor's onuses
15.	25.4	Construction Council (NCC) Tanzania using the rules an regulations of Institute of Arbitrators Tanzania
14.	32.3	Arbitration will take place at <i>Dar es Salaam</i> in accordance with rules and regulations.
13	31.1	Appointing Authority for the Adjudicator: National Construction Council (NCC) Tanzania
12.	32.2	If either Party is dissatisfied with the Adjudicator's decision may, refer the dispute for arbitration within thirty (3 Calendar days
11.	28.1	The Site Possession Date shall be Within fourted calendar days after submission of acceptable Performance Security.
		d. Providing condoms (male and female) workers
		care including prevention and treatment of opportunis infections for workers infected and affected, as well their families

21	54.1	The currency of payment shall be
22.	57	The currency of payment shall be Tanzania Shillings (TZS)
23.	58.1	The contract is not subject to price adjustment. 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 of the contract Price for Bank Guarantee.
		The performance security shall be submitted within fourteen days (14) working days after signing the contract
28	66.1	Contractor shall handover the site and the works to the Employer within Seven (7) calendar days after the Project Manager issuing the Certificate of Completion
		E. Discharge of the Contract
29.	68.1	As built drawings shall be supplied by the contractor by. Not Applicable
		Operating manual shall be supplied by the contractor by Not Applicable
30.	68.2	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is: Not Applicable
		The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is: Not Applicable

31.	69.2 (i)	Number of days for which the maximum amount of liquidated damages can be paid is 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)

A. General

1. Definition

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

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

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

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

Compensation Events are those events provided for in GCC 55.

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

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

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

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

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

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

Days are calendar days; Months are calendar 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.

3. Conditions Precedent	3.1 Having signed the Contract, it shall come interfect on the date on which the following condition 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 provide record of the content of the communication. In 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 of make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims of 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.
2. 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



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	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
	(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.



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) Ioss of or damage to the Works, Plant, and Materials; (b) Ioss of or damage to Equipment; (c) Ioss 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.
8. 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.
9. 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.



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 shal 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.



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	33.1 The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its incurred costs and expenses.
34 Replacement of Adjudicator	34.1 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be appointed by the Appointing Authority.
35 Security of the Site	 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.
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.



	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.
27 E. (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



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 ar 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.
9 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, in the opinion of the Project Manager, the quantity of work is above the limit stated in Sub-Clause 48.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
	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.
1 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	52.1 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 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.
	52.3 The value of work executed shall be determined by the Project Manager.
	52.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
	52.5 The value of work executed shall include the valuation of Variations and Compensation Events.
	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.
	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.



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
4 Currencies	prices in the Contract. 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



55 Compensation Events	55.1 The following shall be Compensation Events:
	(a) The Employer does not give access to a parthe Site by the Site Possession Date as per G 28.1.
	(b) The Employer modifies the Schedule of Otl Contractors in a way that affects the work of Contractor under the Contract.
	(c) The Project Manager orders a delay or does result issue Drawings, Specifications, or instruction required for execution of the Works on time.
	(d) The Project Manager instructs the Contractor uncover or to carry out additional tests upowork, which is then found to have no Defects.
	(e) The Project Manager unreasonably does n approve a subcontract to be let.
	(f) Ground conditions are substantially moradverse 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 publication 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

- (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.
- 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.



57 Price Adjustment	payable to the Contractor, pursuant to GCC 53.1 may be adjusted in respect of the rise or fell 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;
	$Pn = a + b \frac{Ln - Lo}{Lo} + c \frac{Mn - Mo}{Mo} + d \frac{En - Eo}{Eo} + etc.$
	where;
	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 Contractor under Clause 45 (before deduction of retention money and before deducting sums previously paid on account) less: • any amount for payment or repayment of any advance payment; • any amount for materials on site (if any); • any amounts for nominated sub-contractors (if any) • any amounts for any other items based on actual cost or current prices; or • any sums for increase or decreases in the Contract Price paid under this Sub-Clause and (ii) the amount calculated in accordance with (i) 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 contractor and the contractor has not corrected a defects within the contractor.
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.



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.



	62.2 1471
	62.2 Where circumstances necessitate the amendment the contract after signature, and such amendment effected, the Employer shall require the Contract to provide additional Performance Security to cov for any cumulative increase of more than to 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 be 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 Manage to issue a certificate of Completion of the Worl and the Project Manager will so issue upon satisfaction that the world.
66 Site Hand Over	66.1 When the Certificate of Completion is issued be the Project Manager, the Contractor shall handover the site and the works to the Employee
67 Final Account	within time specified in the SCC 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.
8 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.
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.
- 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
T10 0	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.
	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

	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.

BILL OF QUANTITIES





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



BILLS OF QUANTITIES FOR REHABILITATION OF KIBAONI - BUNDUKI ROAD 8KM IN MVOMERO DISTRICT COUNCIL

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1.60) pr	ofit margin for item 10	%				20,000,00
1.70	de	bilization and mobilization on mpletion of the work.	Item	1.00			20,000,000.0
1.80	Par star	vision of Information nel:Provide and erect ndard sign boards per contract drawing .	No	1.00			500,000,00
ta.					inh	total D o C	0920200
			T		uı	COLAI P & G	28,820,000,00
2.00	ROA	AD WORKS			-		

JONENAC CONSTRUCTION LTD P. O. Box 32583 DARES SALAAM



2.10	ROAD FORMATION					
2.1.2	Heavy grading	Kn	1 8.	00 2	500,00	00.000,000.00
2.20	Gravelling: Excavate, load, haul up to 10km, spread, water, mix and compact suitable gravel materials (150mm thick). Price of this item have to include overhaul cost of the materials.).				
2.2.1	Gravelling and compaction with G25 material	m ³	5,291.8	9 23	,800	125,946,982,00
		T	Subto	tal Ro	ad Works	125,946,982,00
2.39	STONE PITCHING					
			The state of the s	-		
2.39	Grouted stone pitching with cement and mortar of ration 1:3 of size 200mm thick for lining the side drains	m2	320	60	¹ 0W	19,200,000,00
2.40	Wired stone pitching with cement sand mortar of ratio 1:3	m ³	120	120	,000	14,400,000,00
448	Subtotal Stone Pitching					33,600,000,00
3.00	DRAINAGE WORKS					
3.10 s	reinforced culvert: Construct reinforced Concrete culvert of 900mm diameter including excavation of trench, Concrete (1:4:8) blinding of 50mm thick					
331	Repair	m	6.0		0,000	6,000,000,00
		Sı	ibtotal Dra		Works D TOTAL	21436692

JONENAC CONSTRUCTION LTD P. O. Box 32583 DARES SALAAM

UNSTRUF Pox 325 HALES SALE



SPECIFICATIONS

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

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

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

TANROADS, P.O. Box 11364, Dar Es salaam, Tanzania

Telephone: +255-22-2666122/ 2666088

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

OTHER DOCUMENTS AS SPECIFIED IN SCC CLAUSE 3.

WORK PLAN OF WORKS

WORKS PROGRAMME

Project Name: REHABILITATION OF KIBAONI - BUNDUKI ROAD 8KM IN MVOMERO DISTRICT COUNCIL

TENDER NO: AE-068/2021-2022/HQ/TCRO/w/04/01
Contract Period: 90 Days

S/No	Activity Name	Approx. Qty in	Unit	Productivity in	No. of Week	DURATION (WEEKS)	Resources (Tools Skilled
	MOBILIZATION	000		Cty/ Week	12	34 56 78 910 1112	
1.1 Mobilization			Item		Series 1		As required
	ROAD SIGN						
2.1 Installation of Road Sign	Road Sign		9 2	1.00			Labour
	ROAD WORKS						
3.1 Grading		8	Km 	8.00	-		Labour
3.2 Graveling and Compacting	Sompacting	2592	m3	864.00	m		Labour/Excavator
	STONE PITCHING						
4.1 Grouted Stone Pitching	Pitching	320 m	m2	64.00	2		Labour
4.2 Wired Stone Pitching	ching	120	Ш3	40.00	n		Labour
	DRAINAGE WORKS						
nstallation of Re	5.1 Installation of Reinforced Culvert	<u>ا</u>		1.00	9		Labour
	DEMOBILIZATION						
6.1 Demobilization		Ite	Item		7		

Prepared by: Jonenac Construction Ltd





POWER OF ATTORNEY

3. Standard Power of Attorney

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the .28 Learner, 2021, WE the undersigned Jonenac Construction Ltd of P.O.Box 32583, Dar es Salaam, by virtue of authority conferred to us by the Board Resolution No. 2021 Toyof 28 day of .2021 Loyof 28

To act for the company and do any other thing or things incidental for AE-068/2021-2022/HQ/TCRO/W/04/01 of REHABILITATION OF KIBAONI -BUNDUKI ROAD 8KM IN MVOMERO DISTRICT COUNCIL for the TANZANIA FOREST SERVICES (TFS) AGENCY;

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 and DELIVERED by the Common Seal of Jonenac Construction Ltd This Jeth December, 2021

ADVOCATE.

COMMISSIONER

OANGHARY PUBLIC

BEFORE ME:

COMMISSIONER FOR

DONOR

P. O. Box 32583
DARES SALAAM

Olla

TECHNICAL PERSONNEL

LIST OF KEY STAFF FOR TENDER No. AE/092/CR/2021/2022/W/64

S/N	NAME	ACADEMC QUALIFICATIO NS	STATUS & POSITION	TOTAL EXPERIENCE YEARS	IN SIMILAR WORKS (YEARS)
1	DEOSDEDIT M. MWAMBUKI	CIVIL ENGINEER	PROJECT MANAGER/SITE AGENT	17	8
2	ERASTO MICHEL	CIVIL TECHNICIAN	MATERIAL ENGINEER	6	5
3	MAVURA JULIUS	ORDINARY DIPLOMA IN CIVIL ENGINEERING	CIVIL TECHNICIAN	6	4

Employment Record:

From	То	Employer	Position Held
2020 2006	To Date 2019	JONENAC CONSTRUCTION LTD Gwemah Decorators Co Ltd	Site Engineer/Site Agent Material Engineer/ Contract
2003	2006	R.H. Engineering Consulting Ltd	Manager
2001	2003	African International Ltd	Project Manager
1996	2001	Hifab International (T) Branch	Assistant Project Manager
1995	1996	Pacific Construction C	Assistant Project Manager
1989	1995	Pacific Construction Company Hifab International (T) Branch	Project Coordinator/Site Engineer
1987	1989	Ministry of Education, Dar es Salaam Technical College	Monitoring Engineer Tutor

Experience Record: Selected Project

Period:

2006-2019

Company:

Gwemah Decorators Co Ltd

Projects:

- PERIODIC MAINTENANCE, MWENNGE MALAKUWA ROAD, IMPROVEMENT OF JUNCTION ACESS ROAD, CONSTRUCTON OF PEVEMENT AND DRAINAGE WORKS FOR REGIONAL MANAGER TANROAD DAR ES SALAAM.
- PROPOSED UPGRADING OF BAGAMOYO TOWN ROAD, MAJENGO STREET FOR REGIONAL MANAGER TANROAD COASTAL REGIONAL
- PROPOSED MAINATANCE OF UNPAVED ROAD DAR ES SALAAM.
- EXIT TO MIKOCHEN GOVERNMENT TAFF HOUSES, DESIGN AND BUILT UP TO GRAVEL LEVEL

POSITION: CONTRACT MANAGER,

Main Duties:

- ✓ Project management during execution of the works
- ✓ Site management of plants/Equipment, materials and labours
- ✓ Attending Site meeting together with management meetings
- ✓ Preparing of monthly progress report for the project
- ✓ Quality control of the construction material and works executed
- ✓ Liaising between communities and client in all community related like reallocation of public services, dumping areas for spoil materials, compensation etc

Period:

2006-2019

Company:

RH Engineering Consultants Ltd

CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

SIGNED:

DATE: 16 05 2000

May2014 – Aug 2014	Kashagas investment Ltd, Arusha	Trainee	Buildings
May2013 – Aug2013	Meero construction company Itd, Arusha Deals with construction of water dams at Arusha Region	Trainee	Buildings

SKILLS:

Computer Skills;

> Ms Word, Ms Excel, Ms Access and PowerPoint.

> Very competent in AutoCAD & ArchCAD(Drawings)

Language skills;

I speak English and Swahili fluently

INTERESTS:

I like listening to music, watching news and movies.

REFEREES:

N/S	NAME	Company/organization	Post
1	Mr Ernest	Skol Building contractors Ltd 0658670035	Surveyor
2	Eng. Frank Malila	Federick construction company ltd 0718958834	Chief Engineer
3	Mr Reginald Krey	University of Dar-es salaam 0754292534 Kreginaldelias@yahoo.com	Lecturer history department

CERTIFICATION

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

SIGNED:

Date: JUNE 2019.

ARESTA FECUNICAL COURSE



This is to certify that

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with Lower Ground Chain

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CURRICULUM VITAE

Of

MAVURA JULIUS

PERSONAL INFORMATION

Name

MAVURA JULIUS

Sex

.

Male

Date of birth:

6TH February 1994

Nationality :

Tanzanian

Present contacts

Postal addles:

P.O Box 35446

Dar es Salaam

Telephone:

+255 744 526172

EDUCATIONAL RECORDS

Covice and Covice are	SCHOOL Ibeya University of Science
Certificate of Secondary School Ko	nd Technology ododi Secondary School
C-vi5	abuku Ndani Primary School

EMPLOYMENT RECORDS AND EXPERIENCE

DATE FROM - TO	EMPLOYER	POSITION	SELECTED PROJECTS
FEB 2020 – TO DATE	JONENAC CONSTRUCTION LTD	GENERAL SITE FOREMAN	 Emergency repair of Vikindu - Kilongoni, Mlamleni - Kisasa, and Mwanambaya Kongowe Road. Spot Improvement of Nyamaronda - Nasibugani Road

MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY



PROVISIONAL GERTIFICATE

This is to certify that:

Maoura, Julius

Registration No.

201641151

Has qualified for the award of

Ordinary Deflower in End Engineering

He/she having passed Ordinary Diploma Examinations held is

July. 2019

SIN Stand to

Charles House Great Elm

Vice Chancellor

Deputy Vica Chancellor -ARC

Viscon

Installan 18th Decouler 1018

0 40 . . .

Signer Date: 74 / 1/ ALUY YUSUPH MARAMPA Advise, Notary Public & Commissioner for One

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LIST OF KEY STAFF FOR TENDER No. AE/092/CR/2021/2022/W/64

S/N	NAME	ACADEMC QUALIFICATIO NS	STATUS & POSITION	TOTAL EXPERIENCE YEARS	IN SIMILAR WORKS (YEARS)
1	DEOSDEDIT M. MWAMBUKI	CIVIL ENGINEER	PROJECT MANAGER/SITE AGENT	17	8
2	ERASTO MICHEL	CIVIL TECHNICIAN	MATERIAL ENGINEER	6	5
3	MAVURA JULIUS	ORDINARY DIPLOMA IN CIVIL ENGINEERING	CIVII. TECHNICIAN	6	4

CURRICULUM VITAE.

PERSONAL PARTICULAR:

Position on Firm

SITE ENGINNER

Name

DEOSDEDIT M MWAMBUKI

Nationality

Tanzanian

Marital Status

Marriage

Date of Birth

August, 1964

Sex

Male

Permanent Address

P.O.BOX 32523

Dar es Salaam

Tel

+255713329776

E-mail

jonenac@gmail.com

Membership of Professional Association;

Registered Professional Engineer N. 2397, Engineers Registration Board Tanzania

Before joined with Jonenac Construction Ltd, He worked with various Organizations (as a Site Engineer) in Consulting and Construction Company.

Education:

B.S.C. Engineering, Civil and Transportation Engineering, University of Dar es Salaam 1987. AutoCAD, Covision Training Centre, Dar es Salaam 2000.

Business Management Business Centre, Dar es Salaam/ Management Advisory.

Key Qualifications:

Mr. Deosdedit M. Mwambuki has acquired experience for more than 16 Years in Civil Engineering discipline and supervision of Civil works. He has involved in design and supervision of constructions of road works, bridges, drainages structure, building, irrigation schemes/structures and material testing laboratory, field control testing and management of labour, materials and equipment's.

He has extensive knowledge of preparing works programme using Ms- Project, project progress report, Payment certificates (Interim and final accounts) measurements, designing of drainage structures, road geometric design, carrying inventories and general contract managements

7 - (

Employment Record:

From	То	Employer	Position Held
2020	To Date	JONENAC CONSTRUCTION LTD	Site Engineer/Site Agent
2006	2019	Gwemah Decorators Co Ltd	Material Engineer/ Contract Manager
2003	2006	R.H. Engineering Consulting Ltd	Project Manager
2001	2003	African International Ltd	Assistant Project Manager
1996	2001	Hifab International (T) Branch	Assistant Project Manager Assistant Project Manager
1995	1996	Pacific Construction Company	
1989	1995	Hifab International (T) Branch	Project Coordinator/Site Engineer
1987	1989	Ministry of Education, Dar es Salaam Technical College	Monitoring Engineer Tutor

Experience Record: Selected Project

Period:

2006-2019

Company:

Gwemah Decorators Co Ltd

Projects:

- PERIODIC MAINTENANCE, MWENNGE MALAKUWA ROAD,IMPROVEMENT OF JUNCTION ACESS ROAD,CONSTRUCTON OF PEVEMENT AND DRAINAGE WORKS FOR REGIONAL MANAGER TANROAD DAR ES SALAAM.
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- PROPOSED MAINATANCE OF UNPAVED ROAD DAR ES SALAAM.
- EXIT TO MIKOCHEN GOVERNMENT TAFF HOUSES, DESIGN AND BUILT UP TO GRAVEL LEVEL

POSITION: CONTRACT MANAGER,

Main Duties:

- ✓ Project management during execution of the works
- ✓ Site management of plants/Equipment, materials and labours
- ✓ Attending Site meeting together with management meetings
- ✓ Preparing of monthly progress report for the project
- ✓ Quality control of the construction material and works executed
- ✓ Liaising between communities and client in all community related like reallocation of public services, dumping areas for spoil materials, compensation etc

Period:

2006-2019

Company:

RH Engineering Consultants Ltd

Projects:

- PROPOSED REGIONAL IMMIGRATION OFFICE BLOCK FOR MINISTRY OF HOME AFFAIRS KURASINI DAR ES SALAAM
- PROPOSED DEVELOPMENT FOR PARASTAL PENSION FUND ON PLOT NO 17/2 KENYATTA ROAD MWANZA
- PROPOSED EXTENSION OF MAKUMIRA UNIVERSITY COLLEGE (CAFETERIA, CLASSROAMS, MEN AND WOMEN HOSTELS) FOR MAKUMIRA UNIVERSITY COLLEGE ARUSHA.
- PROPOSED STUDENT HOSTELS FOR BUGANDO UNIVERSITY COLLEGE OF HEALTH SCIENCE MWANZA.

POSITION: PROJECT MANAGER,

POSITION: CONTRACT MANAGER,

Main Duties:

- ✓ Project management during execution of the works
- Design of access and parking roads and driveway roads
- ✓ Oversee general site arrangement and supervision of site activities
- Oversee updating of work programme
- ✓ Taking action as required by the client during addressed duting the site meetings
- ✓ Overseeing ensuring availability of equipments, plants, construction materials and key staffs/labour as earmarked in the contract for timely execution of works
- ✓ Liaising between communities and client in all community related like reallocation of public services, dumping areas for spoil materials, compensation etc

LANGUAGE CAPABILITY

Speaking	Reading	Writing
Excellent	Excellent	Excellent
Excellent	Excellent	Excellent
	Excellent	Excellent Excellent

REFEREES.

Romano Madembwe	Julius Kabyemera	
Pasific Construction Co. Ltd	P.O.BOX 7771	
P.O.BOX 1811 MBEYA	DAR ES SALAAM	

CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

SIGNED:

DATE: 16 | 05 | 2.050

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PROFESSIONAL ENGINEER

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CURRICULUM VITAE

Clemence Erasto Michael

Nationality: Tanzanian

Date of Birth: 27th July, 1990

Gender: Male

ADDRESS: P. O. BOX 24284, DAR-ES SALAAM,

Mobile: +255 718831490, +255 683308609.

E-mail Address: cleymike99@yahoo.com

OBJECTIVE:

To find challenging position to meet my competence, capabilities, skills, Education, and experiences

EDUCATION AND TRAINING:

YEAR	SCHOOL/COLLEGE	AWARD
2015	Arusha Technical College Arusha Tanzania	Ordinary diploma in civil Engineering.
2011	Ifunda Technical secondary school. IRINGA	Leaving certificate
2008	Manyara secondary school. ARUSHA	CSEE
2004	Makuyuni primary school. Monduli Arusha	

OTHER QUALIFICATION

2012:

Arusha Technical College

Basic computer application programs (Microsoft office application)

2013:

Arusha Technical College

Engineering drawing By using AUTOCAD & ARCHCAD Programs

WORK EXPERIENCE:

YEAR	Company/Organization	Position	department
June 2019 – To Date	JONENAC CONSTRUCTION LTD, Dar es Salaam. PROJECT PERFORMED (Selected) Rehabilitation of Kimanzichana – Mkamba – Chamgoi Road Urgent Maintanance of Kipang'anda Mbulaini and Mwarusembe Mikere Roads Bridge Major Repair Along Vikindu – Sangatini Road	General Site Technician	Civil works
May 2016 - March 2016	Federick construction company ltd, Dar es salaam PROJECT PERFORMED ✓ Maintenance and spot improvement of unpaved road (Heavy grading, light grading, heavy reshaping, light reshaping, dumping of fill and gravelling) Construction of drainage and culverts ✓ Earth works activities ✓ Office duties like preparation of DRAWINGS, Project cost analysis and Measurement sheet ✓ Construction of elevated water storage tank at Bokotimiza(kibaha)	Site technician	Civil works
May 2015-May 2016	Skol Building Contractors Ltd, Dar es salaam. PROJECT PERFORMED Rehabilitation of road structures and construction of bituminous road at TPA and Kilwa road Construction of KIVULE HOSPITAL about 3 floor, from foundation to the first slab. Construction of insitu drainage and box and pipe culvert Land surveying activities(leveling)	Technician	Civil works and building

May2014 – Aug 2014	Kashagas investment Ltd, Arusha	Trainee	Buildings
May2013 – Aug2013	Meero construction company ltd, Arusha Deals with construction of water dams at Arusha Region	Trainee	Buildings

SKILLS:

Computer Skills;

Ms Word, Ms Excel, Ms Access and PowerPoint.

> Very competent in AutoCAD & ArchCAD(Drawings)

Language skills;

I speak English and Swahili fluently

INTERESTS:

I like listening to music, watching news and movies.

REFEREES:

N/S	NAME	Company/organization	Post
1	Mr Ernest	Skol Building contractors Ltd 0658670035	Surveyor
2	Eng. Frank Malila	Federick construction company ltd 0718958834	Chief Engineer
3	Mr Reginald Krey	University of Dar-es salaam 0754292534 Kreginaldelias@yahoo.com	Lecturer history department

CERTIFICATION

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

SIGNED:

Date: JUNE 2019.

ARTSHA (FORES) OF COLLEGE



This is to certify that

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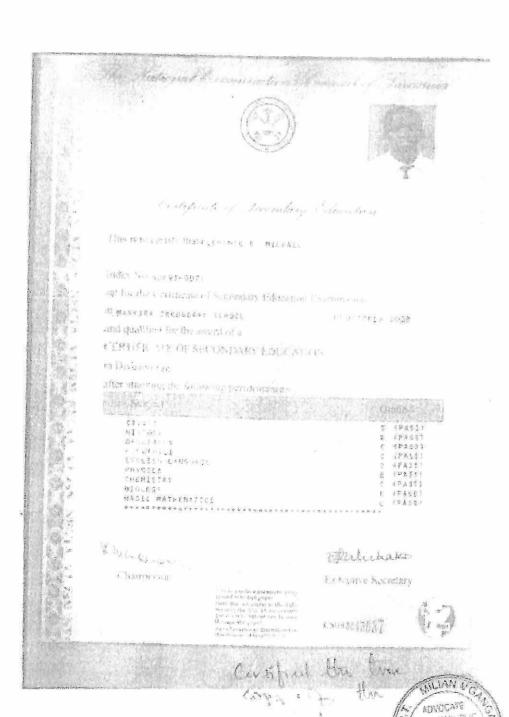
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CURRICULUM VITAE

Of

MAVURA JULIUS

PERSONAL INFORMATION

Name :

MAVURA JULIUS

Sex

Male

Date of birth:

6^{тн} February 1994

Nationality :

Tanzanian

Present contacts

Postal addles:

P.O Box 35446

Dar es Salaam

Telephone:

+255 744 526172

EDUCATIONAL RECORDS

DURATION	AWARD	Corre
Sept 2016 – July 2019	Certificate of ordinary Diploma in Civil Engineering	Jan Jan Casity of Science
Jan 2010 –Nov 2013	Certificate of C	and Technology Kododi Secondary School
Ian 2013 - Sept 2009	Certificate of Primary School	Kabuku Ndani Primary Schoo

EMPLOYMENT RECORDS AND EXPERIENCE

DATE FROM - TO FEB 2020 -	EMPLOYER JONENAC	POSITION	SELECTED PROJECTS
TO DATE	CONSTRUCTION LTD	GENERAL SITE FOREMAN	 Emergency repair of Vikindu - Kilongoni, Mlamleni - Kisasa, and Mwanambaya Kongowe Road. Spot Improvement of Nyamaronda - Nasibugani Road

JAN 2019 JAN 2020	CONSTRUCTION &GENERAL SUPPLIES COMPAN LIMITED	SITE ENGINEER	Construction of feed mill industry at mbopo from ground floor up to finishing stage Rehabilitation and spot Improvement and Construction of Drainage Structures along Ndelema – Kamnyazya Road Routine/Recurrent Periodic Maintenance of Mwazye –
Sept 2018		FIELD	TVINGA Koad (23.7 KM)
JULY 2017 -	MUNICIPAL - DSM		Land survey works, material test from consultant company, road construction works site supervision, structural works site supervision
SEPT 2017	TANROAD IRINGA	FIELD	Uridge and drainage deci
			material test from consultant company, road construction works site supervision, structural
LANGUAGES			works site supervision, bridge and drainage design
TATTO			g- ma diamage design

LANGUAGE		0
ENGLISH	SPOKEN	
	FLUENT	WRITTEN
KISWAHILI	FLUENT	GOOD
REFEREES.	T- DOEIVI	GOOD

Eng. Fakihi Ibrahimu Material Engineer TANROAD - IRINGA P.O.BOX 23 IRINGA	Eng. Mussa Magaka. Totorial Assistant Mbeya University College of Science and Technology P.O.BOX 131 - MBEYA	Eng. Kilawa Kenedy Site Engineer TANROAD - DSM P.O.BOX 4839 - DSM
--	---	---

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Millian

Date: 16-02-1021

Signed:

MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY



PROVISIONAL CERTIFICATE

This is to certify that:

Registration No.

20164[15]

Has qualified for the award of

Ordinary Diploma in But Engineering

He/she having passed Ordinary Diploma Examinations held in

July 2019

Green range Langer (Sommer Claire

Vice Chancellor

Deputy Vice Chancellor -ARC

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CURRICULUM VITAE.

PERSONAL PARTICULAR:

Position on Firm

SITE ENGINNER

Name

Nationality

DEOSDEDIT M MWAMBUKI Tanzanian

Marital Status

Marriage

Date of Birth

August, 1964

Sex

Male

Permanent Address

P.O.BOX 32523

Dar es Salaam

Tel

+255713329776

E-mail

jonenac@gmail.com

Membership of Professional Association;

Registered Professional Engineer N. 2397, Engineers Registration Board Tanzania

Before joined with Jonenac Construction Ltd, He worked with various Organizations (as a Site Engineer) in Consulting and Construction Company.

Education:

B.S.C. Engineering, Civil and Transportation Engineering, University of Dar es Salaam 1987. AutoCAD, Covision Training Centre, Dar es Salaam 2000.

Business Management Business Centre, Dar es Salaam/ Management Advisory.

Key Qualifications:

Mr. Deosdedit M. Mwambuki has acquired experience for more than 16 Years in Civil Engineering discipline and supervision of Civil works. He has involved in design and supervision of constructions of road works, bridges, drainages structure ,building, irrigation schemes/structures and material testing laboratory, field control testing and management of labour, materials and

He has extensive knowledge of preparing works programme using Ms- Project, project progress report, Payment certificates(Interim and final accounts) measurements, designing of drainage structures, road geometric design, carrying inventories and general contract managements

Projects:

- PROPOSED REGIONAL IMMIGRATION OFFICE BLOCK FOR MINISTRY OF HOME AFFAIRS KURASINI DAR ES SALAAM
- PROPOSED DEVELOPMENT FOR PARASTAL PENSION FUND ON PLOT NO 17/2
- PROPOSED EXTENSION OF MAKUMIRA UNIVERSITY COLLEGE (CAFETERIA, CLASSROAMS, MEN AND WOMEN HOSTELS) FOR MAKUMIRA UNIVERSITY
- PROPOSED STUDENT HOSTELS FOR BUGANDO UNIVERSITY COLLEGE OF HEALTH

POSITION: PROJECT MANAGER,

POSITION: CONTRACT MANAGER,

Main Duties:

- ✓ Project management during execution of the works
- Design of access and parking roads and driveway roads
- Oversee general site arrangement and supervision of site activities
- ✓ Oversee updating of work programme
- ✓ Taking action as required by the client during addressed duting the site meetings
- ✓ Overseeing ensuring availability of equipments, plants, construction materials and key staffs/labour as earmarked in the contract for timely execution of works
- ✓ Liaising between communities and client in all community related like reallocation of public services, dumping areas for spoil materials, compensation etc

LANGUAGE CAPABILITY

Language	Speaking	Reading	
English	Excellent	Reading	Writing
Ciswahili	Excellent	Excellent	E11
uswaniii	Excellent	T n	Excellent
EFEREES.		Excellent	Excellent

Romano Madembwe Pasific Construction Co. Ltd	Julius Kabyemera
	P.O.BOX 7771
P.O.BOX 1811 MBEYA	DAR ES SALAAM

CURRICULUM VITAE

Clemence Erasto Michael

Nationality: Tanzanian

Date of Birth: 27th July, 1990

Gender: Male

ADDRESS: P. O. BOX 24284, DAR-ES SALAAM,

Mobile: +255 718831490, +255 683308609.

E-mail Address: cleymike99@yahoo.com

OBJECTIVE:

To find challenging position to meet my competence, capabilities, skills, Education, and experiences

EDUCATION AND TRAINING:

YEAR	SCHOOL/COLLEGE	
2015		AWARD
-0,13	Arusha Technical College	0.1:
2011	Arusha Tanzania	Ordinary diploma in civil
2011	Ifunda Technical secondary	Engineering.
2008	school, IRINGA	Leaving certificate
2006	Manyara secondary school.	
2004	ARUSHA	CSEE
2004	Makuyuni primary school.	
OTHER QUALIFIC		

2012:

Arusha Technical College

Basic computer application programs (Microsoft office application)

2013:

Arusha Technical College

Engineering drawing By using AUTOCAD & ARCHCAD Programs

1 . 1

WORK EXPERIENCE:

	Company/Organization	Position	
June 2019 - To	JONENAC CONCE	A DSITION	departmen
Date	JONENAC CONSTRUCTION LTD, Dar es Salaam.	General Site	- City
	PROJECT DES	Technician	Civil works
	PROJECT PERFORMED (Selected)	reclinician	1
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	Orgent Maintanance of		
	Kipang anda Mbulaini - 1		
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	bridge Major Repair Al-		
May 2016	VINIIIIII — Nangatus: D		
May 2016 - March 2016	Federick construction company ltd,		
2016	Dar es salaam	Site	Civil works
		technician	CIVII WOIKS
	PROJECT PERFORMED	/ - / -	
	✓ Moint	1	
	Maintenance and spot		
	improvement of unpaved road		
	(licavy grading light on 1:	1	
	neavy reshaning light most		
	1 Sampling Of the and treasurable is		
	Constituction of drainage and	1	
	Culveits		
	Earth works activities		
	Office duties like preparet:	1	
	DIAWINGS Project and	1	
	analysis and Measure		
	Construction of elevated water	1	
	storage tank at		
	Bokotimiza(kibaha)		
ay 2015-May	Skol Building Contract		
16	Skol Building Contractors Ltd, Dar es Teo	chnician Civ	il works
			building
1	PROJECT PERFORMED	and	building
1	✓ Rehabilitation		1
	Rehabilitation of road structures		1
	and construction of bituminous	1	
	road at TPA and Kilwa road	1	1
100	Construction of KIVULE		
	HOSPITAL about 3 floor, from		
	Touridation to the first slat.		
	Construction of insitu drainage		1
	and box and pipe culvert		
	Land surveying		
	activities(leveling)		
	3)		1

JAN 2019 - JAN 2020	CONSTRUCTION &GENERAL SUPPLIES COMPANY LIMITED	SITE ENGINEER	 Construction of feed mill industry at mbopo from ground floor up to finishing stage ★ Rehabilitation and spot Improvement and Construction of Drainage Structures along Ndelema – Kamnyazya Road ★ Routine/Recurrent Periodic Maintenance of Mwazye – Ninger Period
Sept 2018 -	TARURA	FIELD	- Ivinga Road (23.7 KM)
	MUNICIPAL - DSM		construction works supervision
SEPT 2017	TANROAD IRINGA	FIELD	bridge and drainage design Land survey works, material test from consultant company, road
LANGUAGES			construction works site supervision, structural works site supervision, bridge and drainage design

LANGUAGE ENGLISH	SPOKEN	MDTPPP
KISWAHILI	FLUENT	WRITTEN GOOD
REFEREES.	FLUENT	GOOD

Eng. Fakihi Ibrahimu Material Engineer TANROAD - IRINGA P.O.BOX 23 IRINGA CERTIFICATION	Mbeya University College of	Eng. Kilawa Kenedy Site Engineer TANROAD - DSM P.O.BOX 4839 - DSM
---	-----------------------------	--

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signed:

Alphian

Date: 16-02-2021

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CURRICULUM VITAE.

PERSONAL PARTICULAR:

Position on Firm

SITE ENGINNER

Name

DEOSDEDIT M MWAMBUKI

Nationality

Tanzanian

Marital Status

Marriage

Date of Birth

August, 1964

Sex

Male

Permanent Address

P.O.BOX 32523

Dar es Salaam

Tel

+255713329776

E-mail

jonenac@gmail.com

Membership of Professional Association;

Registered Professional Engineer N. 2397, Engineers Registration Board Tanzania

Before joined with Jonenac Construction Ltd, He worked with various Organizations (as a Site Engineer) in Consulting and Construction Company.

Education:

B.S.C. Engineering, Civil and Transportation Engineering, University of Dar es Salaam 1987. AutoCAD, Covision Training Centre, Dar es Salaam 2000.

Business Management Business Centre, Dar es Salaam/ Management Advisory.

Key Qualifications:

Mr. Deosdedit M. Mwambuki has acquired experience for more than 16 Years in Civil Engineering discipline and supervision of Civil works. He has involved in design and supervision of constructions of road works, bridges, drainages structure ,building, irrigation schemes/structures and material testing laboratory, field control testing and management of labour, materials and

He has extensive knowledge of preparing works programme using Ms- Project, project progress report, Payment certificates(Interim and final accounts) measurements, designing of drainage structures, road geometric design, carrying inventories and general contract managements

1 ~

Employment Record:

From	To	Employer	
		~mploye1	Position Held
2020	To Date	IONENAC CONCERNA	
2006	2019	JONENAC CONSTRUCTION LTD Gwemah Decorators Co Ltd	Site Engineer/Site Agent
	1	- Ham Decorators Co Ltd	1 1
2003	2006	RH Enginesis	Material Engineer/ Contract
2001	2003	R.H. Engineering Consulting Ltd African International Ltd	Project Manager
1996	2001	Hifah International Ltd	Assistant Project Manager
1995	1996	Hifab International (T) Branch	Assistant Project Manager
1989	1995	Pacific Construction Company Hifab Internal	Project Coordinator/Site Engineer
1987	1989	Hifab International (T) Branch Ministry of Education, Dar es Salaam Technical Call	Monitoring Engineer
		Technical College	Tutor

Experience Record: Selected Project

Period:

2006-2019

Company: Gwemah Decorators Co Ltd

Projects:

- PERIODIC MAINTENANCE, MWENNGE MALAKUWA ROAD,IMPROVEMENT OF JUNCTION ACESS ROAD, CONSTRUCTON OF PEVEMENT AND DRAINAGE WORKS FOR REGIONAL MANAGER TANROAD DAR ES SALAAM.
- PROPOSED UPGRADING OF BAGAMOYO TOWN ROAD, MAJENGO STREET FOR REGIONAL MANAGER TANROAD COASTAL REGIONAL
- PROPOSED MAINATANCE OF UNPAVED ROAD DAR ES SALAAM.
- EXIT TO MIKOCHEN GOVERNMENT TAFF HOUSES, DESIGN AND BUILT UP TO GRAVEL LEVEL

POSITION: CONTRACT MANAGER,

Main Duties:

- Project management during execution of the works
- Site management of plants/Equipment, materials and labours
- Attending Site meeting together with management meetings
- ✓ Preparing of monthly progress report for the project
- Quality control of the construction material and works executed
- ✓ Liaising between communities and client in all community related like reallocation of public services, dumping areas for spoil materials, compensation etc

Period:

2006-2019

RH Engineering Consultants Ltd

Projects:

- PROPOSED REGIONAL IMMIGRATION OFFICE BLOCK FOR MINISTRY OF HOME AFFAIRS KURASINI DAR ES SALAAM
- PROPOSED DEVELOPMENT FOR PARASTAL PENSION FUND ON PLOT NO 17/2
- PROPOSED EXTENSION OF MAKUMIRA UNIVERSITY COLLEGE (CAFETERIA, CLASSROAMS, MEN AND WOMEN HOSTELS) FOR MAKUMIRA UNIVERSITY COLLEGE ARUSHA.
- PROPOSED STUDENT HOSTELS FOR BUGANDO UNIVERSITY COLLEGE OF HEALTH

POSITION: PROJECT MANAGER,

POSITION: CONTRACT MANAGER,

Main Duties:

- Project management during execution of the works
- Design of access and parking roads and driveway roads
- ✓ Oversee general site arrangement and supervision of site activities
- Oversee updating of work programme
- Taking action as required by the client during addressed duting the site meetings
- V Overseeing ensuring availability of equipments, plants, construction materials and key staffs/labour as earmarked in the contract for timely execution of works
- ✓ Liaising between communities and client in all community related like reallocation of public services, dumping areas for spoil materials, compensation etc

LANGUAGE CAPABILITY

Language	Speaking	D 1:	IN WAY
English	<u> </u>	Reading	Writing
Kiswahili	Excellent	Excellent	Excellent
IZISWANIII	Excellent	Excellent	
REFEREES.		Excellent	Excellent

Romano Madembwe	Julius Kabyemera
Pasific Construction Co. Ltd	P.O.BOX 7771
P.O.BOX 1811 MBEYA	100 m m m
	DAR ES SALAAM

CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my

SIGNED:

DATE: 16 | 05 | 2000

Of Registration

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PROFESSIONAL ENGINEER

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CURRICULUM VITAE

Clemence Erasto Michael

Nationality: Tanzanian

Date of Birth: 27th July, 1990

Gender: Male

ADDRESS: P. O. BOX 24284, DAR-ES SALAAM,

Mobile: +255 718831490, +255 683308609.

E-mail Address: cleymike99@yahoo.com

OBJECTIVE:

To find challenging position to meet my competence, capabilities, skills, Education, and experiences

EDUCATION AND TRAINING:

YEAR	SCHOOL/COLLEGE	AWADD
2015		AWARD
2011	Arusha Technical College Arusha Tanzania Ifunda Technical secondary	Ordinary diploma in civil Engineering.
2008	school. IRINGA	Leaving certificate
2004	Manyara secondary school. ARUSHA	CSEE
OTHER QUALIFICA	Makuyuni primary school. Monduli Arusha	

2012:

Arusha Technical College

Basic computer application programs (Microsoft office application)

2013:

Arusha Technical College

Engineering drawing By using AUTOCAD & ARCHCAD Programs

WORK EXPERIENCE:

YEAR	Company/Organization	Position	department
June 2019 – To Date	JONENAC CONSTRUCTION LTD, Dar es Salaam.	General Site	
	PROJECT PERFORMED (Sologe I)	Technician	CIVII WOLKS
	Reliabilitation of Kimanzichana	_	
	Mkamba – Chamgoi Road		
	Urgent Maintanance of		
	Kipang'anda Mbulaini and Mwarusembe Mikere Roads		
	Bridge Major Repair Along		
Man 2016	Vikindu – Sangatini Road		
May 2016 - March 2016	Federick construction company Itd	Site	Civil
2010	Dar es salaam	technician	Civil works
	PROJECT PERFORMED		
	✓ Maintenance and spot	1	
	improvement of unpaved road		
	(Heavy grading, light grading, heavy reshaping, light reshaping,		
	dumping of fill and gravelling)	1	
	Construction of drainage and	1	
	curverts		
	Earth works activities Office duties like are		
	of the duties like preparation of		
	DRAWINGS, Project cost analysis and Measurement sheet		
	Construction of elevated water		
	storage tank at		
ay 2015-May	Bokotimiza(kibaha)		
16	Skol Building Contractors Ltd, Dar es salaam.	Technician C	ivil works
	salaam.		nd building
	PROJECT PERFORMED		
	✓ Rehabilitation of road structures	1	
	and construction of bituminous		
	road at TPA and Kilwa road		
	Construction of KIVULE		
	HOSPITAL about 3 floor, from foundation to the first slab.	t	
	Construction of insitu drainage		
	and box and pipe culvert		
	✓ Land surveying		
	activities(leveling)		
	1		

May2014 – Aug 2014	Kashagas investment Ltd, Arusha	Trainee	Buildings
May2013 – Aug2013	Meero construction company ltd, Arusha Deals with construction of water dams at Arusha Region	Trainee	Buildings

SKILLS:

Computer Skills;

Ms Word, Ms Excel, Ms Access and PowerPoint.

> Very competent in AutoCAD & ArchCAD(Drawings)

Language skills;

I speak English and Swahili fluently

INTERESTS:

I like listening to music, watching news and movies.

REFEREES:

N/S	NAME	Companylance	
1	M- E-	Company/organization	Post
1	Mr Ernest	Skol Building contractors Ltd 0658670035	Surveyor
2	Eng. Frank Malila	Federick construction company ltd 0718958834	Chief Engineer
3	Mr Reginald Krey	University of Dar-es salaam 0754292534 Kreginaldelias@yahoo.com	Lecturer history department

CERTIFICATION

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

SIGNED:

Date: JUNE 2019.

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ARESIGN FROM A COLLEGE



This is to certally that

Element & Archart

Especialism No. AUCDON). Having satisfied the requirements for the award of the

Sedinary Diploma in Vivil & superceing with Lower Second Chair

Was conferred at a congregation held in Artistic sin the sequential of January in the year two thousand and sixteen

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CURRICULUM VITAE

Of

MAVURA JULIUS

PERSONAL INFORMATION

Name

.

MAVURA JULIUS

Sex

9

Male

Date of birth:

6TH February 1994

Nationality:

Tanzanian

Present contacts

Postal addles:

P.O Box 35446

Dar es Salaam

Telephone:

+255 744 526172

EDUCATIONAL RECORDS

AWARD	SCHOOT.
Certificate of ordinary Diploma in Civil Engineering	Mbeya University of Science and Technology
Certificate of Secondary School	Kododi Secondary School
Certificate of Primary School	Kabuku Ndani Primary School
	Certificate of ordinary Diploma in Civil Engineering Certificate of Secondary School

EMPLOYMENT RECORDS AND EXPERIENCE

DATE FROM - TO	EMPLOYER	POSITION	SELECTED PROJECTS
FEB 2020 – TO DATE	JONENAC CONSTRUCTION LTD	GENERAL SITE FOREMAN	 Emergency repair of Vikindu - Kilongoni, Mlamleni - Kisasa, and Mwanambaya Kongowe Road. Spot Improvement of Nyamaronda - Nasibugani Road

JAN 2019 -	EMJS	CITE	
JAN 2020	CONSTRUCTION &GENERAL SUPPLIES COMPANY LIMITED	SITE ENGINEER	 Construction of feed mill industry at mbopo from ground floor up to finishing stage Rehabilitation and spot Improvement and Construction of Drainage Structures along Ndelema - Kamnyazya Road Routine/Recurrent Periodic Maintenance of Mwazye -
JULY 2018 -	TARURA	FIELD	Ninga Road (23.7 KM) ➤ Land survey works,
Sept 2018	MUNICIPAL - DSM		material test from
			consultant company, road
			construction works site
			supervision, structural
			works site supervision,
JULY 2017 -	TANROAD IRINGA	FIELD	bridge and drainage design
SEPT 2017	A CARLOS CONTRACTOR	- LLD	Land survey works, material test from
	1		consultant company, road
			construction works site
			supervision, structural
			works site supervision,
LANGUAGE			bridge and drainage design

LANGUAGES

LANGUAGE	SPOKEN	TITO
ENGLISH		WRITTEN
	FLUENT	GOOD
KISWAHILI	FLUENT	
REFEREES		GOOD

Eng. Fakihi Ibrahimu	Eng. Mussa Magaka.	Eng. Kilawa Kenedy
Material Engineer	Totorial Assistant	Site Engineer
TANROAD - IRINGA	Mbeya University College of	
P.O.BOX 23 IRINGA	Science and Technology	P.O.BOX 4839 - DSM
	P.O.BOX 131 - MBEYA	22 1007 2014

CERTIFICATION

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Millian

Signed:

Date: 16-02-2021

MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY



PROVISIONAL CERTIFICATE

This is to certify that:

Marara, Julius

Registration No.

201641151

Has qualified for the award of

Commence of Salarith many on the I the experience day

Helshe having passed Ordinary Diploma Evanuations held in

July 2019

Can some Lower Chand Chair

Vice Chancellor

Deputy Vice Chancellor -ARC

hopsiskiste 18th Decomming 2012

This Personality Certificate is only round 12 months from the cosmol days of

Makery



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CURRICULUM VITAE.

PERSONAL PARTICULAR:

Position on Firm

SITEENGINNER

Name

DEOSDEDIT M MWAMBUKI

Nationality

Tanzanian

Marital Status

Marriage

Date of Birth

August, 1964

Sex

Male

Permanent Address

P.O.BOX 32523

Dar es Salaam

Tel

E-mail

+255713329776

jonenac@gmail.com

Membership of Professional Association;

Registered Professional Engineer N. 2397, Engineers Registration Board Tanzania

Before joined with Jonenac Construction Ltd, He worked with various Organizations (as a Site Engineer) in Consulting and Construction Company.

Education:

B.S.C. Engineering, Civil and Transportation Engineering, University of Dar es Salaam 1987. AutoCAD, Covision Training Centre, Dar es Salaam 2000.

Business Management Business Centre, Dar es Salaam/ Management Advisory.

Key Qualifications:

Mr. Deosdedit M. Mwambuki has acquired experience for more than 16 Years in Civil Engineering discipline and supervision of Civil works. He has involved in design and supervision of constructions of road works, bridges, drainages structure ,building, irrigation schemes/structures and material testing laboratory, field control testing and management of labour, materials and

He has extensive knowledge of preparing works programme using Ms- Project, project progress report, Payment certificates(Interim and final accounts) measurements, designing of drainage structures, road geometric design, carrying inventories and general contract managements

Projects:

- PROPOSED REGIONAL IMMIGRATION OFFICE BLOCK FOR MINISTRY OF HOME AFFAIRS KURASINI DAR ES SALAAM
- PROPOSED DEVELOPMENT FOR PARASTAL PENSION FUND ON PLOT NO 17/2 KENYATTA ROAD MWANZA
- PROPOSED EXTENSION OF MAKUMIRA UNIVERSITY COLLEGE (CAFETERIA, CLASSROAMS, MEN AND WOMEN HOSTELS) FOR MAKUMIRA UNIVERSITY COLLEGE ARUSHA.
- PROPOSED STUDENT HOSTELS FOR BUGANDO UNIVERSITY COLLEGE OF HEALTH SCIENCE MWANZA.

POSITION: PROJECT MANAGER,

POSITION: CONTRACT MANAGER,

Main Duties:

- ✓ Project management during execution of the works
- ✓ Design of access and parking roads and driveway roads
- ✓ Oversee general site arrangement and supervision of site activities
- ✓ Oversee updating of work programme
- Taking action as required by the client during addressed duting the site meetings
- ✓ Overseeing ensuring availability of equipments, plants, construction materials and key staffs/labour as earmarked in the contract for timely execution of works
- ✓ Liaising between communities and client in all community related like reallocation of public services, dumping areas for spoil materials, compensation etc

LANGUAGE CAPABILITY

Language	Speaking	Reading	Writing		
English Excellent		Excellent	Excellent		
Kiswahili	Excellent	Excellent	Excellent		

REFEREES

Romano Madembwe	Julius Kabyemera	
Pasific Construction Co. Ltd	P.O.BOX 7771	
P.O.BOX 1811 MBEYA	DAR ES SALAAM	

CURRICULUM VITAE

Clemence Erasto Michael

Nationality: Tanzanian

Date of Birth: 27th July, 1990

Gender: Male

ADDRESS: P. O. BOX 24284, DAR-ES SALAAM,

Mobile: +255 718831490, +255 683308609.

E-mail Address: cleymike99@yahoo.com

OBJECTIVE:

To find challenging position to meet my competence, capabilities, skills, Education, and experiences

EDUCATION AND TRAINING:

YEAR	SCHOOL/COLLEGE	AWARD
2015	Arusha Technical College Arusha Tanzania	Ordinary diploma in civil Engineering.
2011	Ifunda Technical secondary school. IRINGA	Leaving certificate
2008	Manyara secondary school. ARUSHA	CSEE
2004	Makuyuni primary school. Monduli Arusha	

OTHER QUALIFICATION

2012:

Arusha Technical College

Basic computer application programs (Microsoft office application)

2013:

Arusha Technical College

Engineering drawing By using AUTOCAD & ARCHCAD Programs

6.

WORK EXPERIENCE:

YEAR	Company/Organization	Position	department
June 2019 – To Date May 2016 - March 2016	JONENAC CONSTRUCTION LTD, Dar es Salaam. PROJECT PERFORMED (Selected) Rehabilitation of Kimanzichana – Mkamba – Chamgoi Road Urgent Maintanance of Kipang'anda Mbulaini and Mwarusembe Mikere Roads Bridge Major Repair Along Vikindu – Sangatini Road Federick construction company Itd, Dar es salaam PROJECT PERFORMED Maintenance and spot improvement of unpaved road (Heavy grading, light grading, heavy reshaping, light reshaping, dumping of fill and gravelling) Construction of drainage and culverts Earth works activities Office duties like preparation of DRAWINGS, Project cost analysis and Measurement sheet	General Site Technician	
May 2015-May 2016	Construction of elevated water storage tank at Bokotimiza(kibaha) Skol Building Contractors Ltd, Dar es salaam. PROJECT PERFORMED Rehabilitation of road structures		Civil works and building
	and construction of bituminous road at TPA and Kilwa road ✓ Construction of KIVULE HOSPITAL about 3 floor, from foundation to the first slab. ✓ Construction of insitu drainage and box and pipe culvert ✓ Land surveying activities(leveling)		

JAN 2019 – JAN 2020	EMJS CONSTRUCTION &GENERAL SUPPLIES COMPANY LIMITED	SITE ENGINEER	 Construction of feed mill industry at mbopo from ground floor up to finishing stage Rehabilitation and spot Improvement and Construction of Drainage Structures along Ndelema − Kamnyazya Road Routine/Recurrent Periodic Maintenance of Mwazye − Ninga Road
JULY 2018 – Sept 2018	TARURA MUNICIPAL - DSM	FIELD	Ninga Road (23.7 KM) Land survey works, material test from consultant company, road construction works site supervision, structural works site supervision, bridge and drainage design
JULY 2017 – SEPT 2017	TANROAD IRINGA	FIELD	> Land survey works, material test from consultant company, road construction works site supervision, structural works site supervision, bridge and drainage design

LANGUAGES

SPOKEN	WRITTEN
FLUENT	GOOD
FLUENT	GOOD
	Total Control

Eng. Fakihi Ibrahimu	Eng. Mussa Magaka.	Eng. Kilawa Kenedy
Material Engineer	Totorial Assistant	Site Engineer
TANROAD - IRINGA	Mbeya University College of	
P.O.BOX 23 IRINGA		P.O.BOX 4839 - DSM
	P.O.BOX 131 - MBEYA	500000000

CERTIFICATION

Milian

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signed:

Date: 16-02-3011

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INTEGRITY

MEMORANDUM (Format1)

(Regulation 78 (2) of public Procurement regulation, 2013 – Government Notice No. 446 of 2013.)

This Company JONENAC CONSTRUCTION LTD, places importance on competitive bidding 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 indirect, any improper inducement or reward to any public officer their relations or business associated in connection with its bid, or in the subsequent performance of the contract if it is successful.

This company has an Ant-Bribery Policy/code of conduct and a compliance program copy attached which includes all reasonable steps necessary to assure that the Non-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 agent, consultants, consortium, Partners, sub-contractor, and suppliers, copies of our Ant-Bribery Policy/Code of conduct and compliance program are attached.

Authorized Signature:	

Name and Title of Signatory: JOSEPH N. MCHUNGA.

Name of Tender: JONENAC CONSTRUCTION LTD

Address: P.o. Box 32583 DAR ES SALAAM.

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