

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



CONTRACT NO. AE-068/2021-2022/HQ/TCRP/W/02/05

BETWEEN

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

AND

M/S MATASYA CONSTRUCTION CO, LIMITED P.O BOX 14531, ARUSHA

REHABILITATION OF ACCESS ROAD AND NATURE TRAILS AT ESSIMONGOR 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 Matasya Construction Co. Limited, P.O BOX 14531, Arusha (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 Essimingor Nature Reserve for contract no. AE-068/2021-2022/HQ/TCRP/W/02/05 (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 250,000,000 (Two Hundred Fifty Million Only) (hereinafter called "Contract Price") VAT Inclusive.

Now this Agreement witnesseth as follows:

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
 - a. Form of Contract;
 - b. the Letter of Acceptance;
 - c. Tender Submission Form
 - d. the Special Conditions of Contract (SCC)
 - e. the General Conditions of Contract (GCC)
 - f. Bill of Quantities
 - g. Specifications
 - h. 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 250,000,000 (Two Hundred Fifty Million 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: MOF. DOSSANTOS SILAYO
Signature: Whin-
Occupation: CONTENATION COMMISSIONEMER EXECUTIVE
Date: TANZANIA FOREST SERVICES (TFS) AGENCY In the Presence of
Name: DANID MUNGONGO
Signature: 100 mg/o2
Designation: MANAGER, LEGAL SERVICES,
SIGNED by the said for and on behalf of the 'Contractor'.
Name: SAEL JOSEPH COPPLIND
Signature: Jums
Occupation: (KLD)
Occupation: (AD) Date: (P.G. Box 14531) A RUSHA
In the Presence of
Name: GERALD P 1TOGOZA
Signature:
Designation: Stie ENG
Date: 05/01/2022



LETTER OF ACCEPTANCE





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



Address : "TFS"

P.O. BOX. 40832

Tel No

: (+255) (022) 2928154

DAR ES SALAAM

Fax No E-mail : (+255) (022) 2928151 : mpingo@tfs.go.tz

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

4th January, 2022

Director,

Matasya Construction Co. Limited.

P.O BOX 14531,

Arusha

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 Essimingor Nature Reserve for Tender No. AE-068/2021-2022/HQ/TCRP/W/01/02 as given in the Special Conditions of Contract] for the Contract Price of the equivalent of Tanzania shillings 250,000,000 (Two Hundred Fifty Million Only) VAT Inclusive as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

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

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

Please return the contract dully signed.

Prof. Dos Santos Silayo

CONSERVATION COMMISSIONER

CC: Chief Executive Officer.

The Controller & Audit General,

Public Procurement Regulatory Authority,

P.O. Box 9080,

P.O. Box 2865.

DAR ES SALAAM.

DODOMA.

CC

Internal Audit General,

Attorney General, P.O. Box 630

P.O Box 9111.

DODOMA.

DAR ES SALAAM.



TENDER SUBMISSION FORM



Tender Submission Form

28th December, 2021

To: Secretary of Tender Board, Tanzania Forest Services Agency, P. O.Box 40832, Dar es Salaam

We offer to execute the Matasya Construction Co. Ltd in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of TShs 250,000,000/=Two Hundred Fifty Million Only VAT. **Exclusive.**

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

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

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

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

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

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

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

Authorized Signature:

Name and Title of Signatory: ISACK TO SEPH COPRIANO (MD)

Name of Tenderer: MATASYA CONSTRUCTION CO. LTD

Address: P.O.BOX 14531 ARUSHA

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
		A. General
1	1.1	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 and Nature Trails in Essimingor Nature Forest Reserve
		The Start Date shall be 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 Essimingor Forest Monduli District in Arusha Region
2.	2.2	Sectional completion is not specified



3.	2.3(10)	List other documents that form part of the contract is 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				
6.	12.1	Contractor's (To be inserted later) Include the Schedule of Other Contractors, if any. Not Applicable				
7.	13.1	Include the Schedule of Key Personnel. 1. Site Agent 2. Site Technician 3. Site Foreman				
8.	17.1	The minimum insurance covers shall be: (a) loss of or damage to the Works, Plant, and Materials Tzs. 2,000,000.00; (b) loss of or damage to Equipment Tzs. 2,000,000.00; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract Tzs. 3,000,000.00; and (d) personal injury or death Tzs. 5,000,000.00.				
9.	18.1	Site Investigation Reports available to the Tenderer are: Not Applicable				
	25.1	Unless otherwise state tax payment status: to be paid by the Contractor				
10.	26.4	The other measures include: a. Minimizing the number of migrant				



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



19.	44.1	The Defects Liability Period is One hundred eighty (180) calendar days.			
		D. Cost Control			
20	52.7	Minimum Amount of Interim Payment Certificate will be Ten (10) percent of Contract Price			
21	54.1	The currency of payment shall be Tanzania Shillings (TZS)			
22.	57	The contract is not subject to price adjustment.			
23.	58.1	The amount of retention is Ten (10) percent of value of works of Interim Payment Certificate. Limit of retention will be Ten (10) percent of Contract Price.			

24.	FO 4	71
24.	59.1	The amount of liquidated damages per day is 0.1% of the contract price per day.
		The maximum amount of liquidated damages is 10% of the final Contract Price
25.	60.1	The bonus for early completion is Not Applicable
26.	61.1	The amount of advance payment shall be 15 per cent of the contract sum payable after Submission of acceptable unconditional Advance Payment bank guarantee
		Monthly Recovery of Advance Payment: 20 percent of amount of Interim Payment Certificate.
27.	62.1	The Performance Security shall be the minimum amounts equivalent to Ten (10) Percent of the Contract Price for performance bond or 10 percent for Bank Guarantee .
		The performance security shall be submitted within fourteen days (14) working days after signing the contract
28	66.1	Contractor shall handover the site and the works to the Employer within Seven (7) calendar days after the Project Manager issuing the Certificate of Completion
		E. Discharge of the Contract
29.	68.1	As built drawings shall be supplied by the contractor by.



		Not Applicable Operating manual shall be supplied by the contractor by Not Applicable
30.	68.2	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is: Not Applicable
		The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is: Not Applicable
31.	69.2 (i)	Number of days for which the maximum amount of liquidated damages can be paid is 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 <i>5 percent</i>



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**.



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2. Interpretation			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.
		1	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 into effect on the date on which the following conditions have been satisfied:-
	a) Submission of performance Security in the form specified in the SCC; and
	b) Furnishing of Unconditional Advance Payment Guarantee.
	3.2 If the Conditions precedent stipulated on GCC 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
	3.3 If the Employer is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver)he shall promptly issue to the contractor a certificate of Contract commencement, which shall confirm the start date.
4. Language and Law	4.1 The language of the Contract and the law governing the Contract are stated in the SCC.
5. Confidentiality	5.1 The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
6. Project Manager's role	6.1 Except where otherwise specifically stated, the Project Manager will supervise execution of the contract between the Employer and the Contractor. The Project Manager shall have no authority to amend the contract.
7. Delegation	7.1 The Project Manager may upon prior consent of the employer and after notifying the contractor, delegate any of his duties and responsibilities to other people except to the Adjudicator, and may cancel any delegation after notifying the Contractor.



8. Communications	8.1 Communications between the Parties to the Contract shall be effective only when in writing whether in hard or electronic form that provides record of the content of the communication. A notice shall be effective only when it is delivered at the address specified in the SCC.
9. Subcontracting	9.1 The Contractor may subcontract with the approval of the Project Manager, subject to consultation with the Employer. Subcontracting shall not alter the Contractor's obligations.
10. Assignment	10.1 The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.
11. Liability of Joint Venture	11.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:
	(a) These persons shall be jointly and severally liable to the Employer for the performance of the Contract;
	(b) These person shall notify the Employer of their leader who shall have the authority to bind the Contractor and each of these persons; and
	(c) The Contractor shall not alter its composition or legal status without the prior consent of the Employer.
12. Other Contractors	12.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification



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



15. Employer's Risks	15.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:
	(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
	(i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or
	(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
	(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design,
	 15.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to (i) a Defect which existed on the Completion Date,
	(ii) an event occurring before the Completion Date, which was not itself an Employer's risk, or
	(ii) the activities of the Contractor on the Site after the Completion Date.
16. Contractor's Risks	16.1 From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.



17. Insurance	 17.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks: (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
	(d) personal injury or death.
	17.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
	17.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	17.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
	17.5 Both parties shall comply with any conditions of the insurance policies.
18. Site Investigation Reports	18.1 The Contractor shall, in executing the contract, rely on Site Investigation Reports referred to in the SCC and any supplemented information available to the Contractor.
19. Queries about Implementation of Contract	19.1 The Project Manager will clarify queries on all contractual matters.



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



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



27 Discoveries	27.1 Anything of historical or other interest or of significant value unexpectedly discovered on, in, or under the land at the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
28 Possession of the Site	28.1 The Employer may give possession of whole or parts of the Site to the Contractor as stated in the SCC. If possession is not given by the date stated in the SCC, the Employer will be deemed to have delayed the start of the relevant activities, and this may be a Compensation Event.
29 Access to the Site	29.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
30 Instructions, Inspections and Audits	 30.1 The contractor shall comply with instructions given by the Project Manager in writing on any matter related to the contract which comply with the applicable laws where the Site is located. 30.2 The Contractor shall permit the Government of the United Republic of Tanzania to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Government of the United Republic of Tanzania, if so required by the Government of the United Republic of Tanzania
31 Disputes Resolution	31. 1 In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator nominated by the appointing Authority specified in SCC.



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



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



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



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



	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.
5-5505-655-65	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
47 Bill of Quantities	construction, installation, testing, and commissioning work to be done by the Contractor.
	47.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
48 Changes in the Quantities	48.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
	48.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
	48.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
49 Variations	49.1 All Variations shall be included in updated Work Programmes produced by the Contractor.



50 Payments for Variations	50.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
	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.
51 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 prices in the Contract.
54 Currencies	54.1 The currency of payment shall be stated in the SCC.
	54.2 Where payments are to be made in currencies other than the Tanzania Shillings, the exchange rates to be used for calculating such amounts shall be the Bank of Tanzania exchange rate prevailing on the date of contract signature



55 Compensation Events

- 55.1 The following shall be Compensation Events:
 - (a) The Employer does not give access to a part of the Site by the Site Possession Date as per GCC 28.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - (i) The advance payment is delayed.
 - (j) The effects on the Contractor of any of the Employer's Risks.
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
 - 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	57.1 If applicable and stated in SCC, the amounts payable to the Contractor, pursuant to GCC 53.1 may be adjusted in respect of the rise or fall in the cost of labor, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause.
	57.2 To the extent that full compensation for any rise in costs to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise of costs.
	57.3 The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be determined formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be as follows;
	$Pn = a + b \frac{Ln - Lo}{Lo} + c \frac{Mn - Mo}{Mo} + d \frac{En - Eo}{Eo} + etc.$
	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 time specified in the Employer's notice, the Employer will assess the cost of having the defect corrected, the Contractor will pay this amount, and a penalty for lack of performance calculated as described in GCC 46.1
60 Bonus	60.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.



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



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



- 69.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 - (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Works Programme and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor in writing to delay the Works progress, and the instruction is not withdrawn in writing within 28 days
 - (c) contractor's failure to submit performance security within the time stipulated in the SCC;
 - (d) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (e) a payment certified by the Project
 Manager is not paid by the Employer to
 the Contractor after 84 days from the date
 of the Project Manager's certificate;
 - (f) Failure of the Contractor to correct the defect after lapse of time specified in the notice to correct defects issued by the Project Manager.;
 - (g) where the Contractor fails to furnish and maintain the required Site Security pursuant to GCC 35; and
 - (h) The contractor does not maintain security which is required; and
 - (i) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.
 - if the Employer determines, based on the reasonable evidence, that the Contractor has engaged in corrupt, coercive, collusive,



obstructive or fraudulent practices ir competing for or in executing the Contract.

For the purpose of this paragraph:

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

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

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial

non-competitive levels and to deprive the employer of the benefits of free and open competition;

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

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



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



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



	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 PRESIDENT'S OFFICE REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT TANZANIA RURAL AND URBAN ROADS AGENCY (TARURA)

Council name: Monduli District Council P.O. BOX 4 Monduli



Project Name;	PERIODIC MAINTENANCE WORK ALONG JCT DODOMA - STAIN I	ROAD				
Road Name;	JCT DODOMA - STAIN					
(4)	BILLS OF QUANTITY					
tem No.	Description	Spec. Ref.	Unit	Qty	Rate(Tshs)	Amount (Tshs)
1.0	Part 1: Preliminary & General Items					
1.1	Allow for establishment on site/Hiring the room for site camp	1.3	Ls	1	1,000,000	1,000,00
1.2	Exploratory excavation and laboratory testing	1.5	Ls	1	1,000,000	1,000,00
1.3	Mobilisation /Demobilisation of plant and equipment	1.2	Ls	1	3,000,000	3,000,00
1.4	Erect project sign boards	1.6	No	1	250,000	250,000
1.5	HIV/AIDS Awarness campains	1.9	Ls	1	300,000	300,000
1.6	Environmental Compliance	1.10	Ls	1	388,200	388,20
	Sub Total Part 1: Preliminary & General Item		7			5,938,200
2.0	Part 2: koad works					
2.1	Form up road by heavy reshaping	2.5.2	Km	11	2,500,000	27,500,000
2.2	Excavate, load, haul up to 10 km FHD, spread water and compact to minimum 95% of MDD to obtain 150mm thick gravel wearing course material.	2.8	m ³	9630	17,500	168,525,000
9 00	Sub Total Part 2: Road works		T			196,025,000
3.0	Part 3: Solid Drift Works (30 x 6)m				* * *	
3.1	Excavation (Earth works) for drift foundation (30m x 6m)	7.7.1	m ³	54	8,000	432,000
3.2	Provide, arrange hardcore 200mm thick including compaction to receive concrete class 20	2.10.2	m ³	36	60,000	2,160,000
3.3	Provide reinforcements (BRC Mesh) including cutting and fixing as per drawing provided	7.7.5	m²	180	60,000	10,800,000
	Provide concrete as detailed below including formwork					
3.4	(a) Class 20 for Drift structure (i.e Top slab, Cut-off walls and toe)	7.3.1	m ³	45.12	300,000	13,536,000
	Sub Total Part 3: Solid Drift Works			Washington And		26,928,000
3 5						
4.0	Part 4: Misceleneous Works					
4.1	Provide and erect standard road signs for drift as per drawing provided	6.8	No	2	200,000	400,00
4.2	Provide reinforced guide posts as indicated in the drawing provided	6.11	No	4	100,000	400,000
4.3	Provide reinforced marker posts as indicated in the drawing provided	6.11	No	2	100,000	200,000
4.4	Painting to guide posts (Reflective)	6.9	m ²	5	8,000	40,000
	Sub Total Part 4: Misceleneous Works					1,040,000
	Sub Total for Solid Drift			X		27,968,000



tem No.	Description	Spec. Ref.	Unit	Qty	Rate(Tshs)	Amount (Tshs)
5.0	Part 5: Solid Drift Works (20 x 6)m					
5.1	Excavation (Earth works) for drift foundation (20m x 6m)	7.7.1	m ³	36.6	8,000	292,8
	Provide, arrange hardcore 200mm thick including compaction to receive concrete class 20	2.10.2	m³	24	60,000	1,440,0
	Provide reinforcements (BRC Mesh) including cutting and fixing as per drawing provided	7.7.5	m²	120	60,000	7,200,
5.4	Provide concrete as detailed below including formwork					
5.4	(a) Class 20 for Drift structure (i.e Top slab, Cut-off walls and toe)	7.3.1	m ³	30.32	300,000	9,096,
	Sub Total Part 5: Solid Drift Works					18,028,8
6.0	Part 6: Misceleneous Works					
6.1	Provide and erect standard road signs for drift as per drawing provided	6.8	No	2	200,000	400
6.2	Provide reinforced guide posts as indicated in the drawing provided	6.11	No	4	100,000	400,
6.3	Provide reinforced marker posts as indicated in the drawing provided	6.11	No	2	100,000	200,
6.4	Painting to guide posts (Reflective)	6.9	m ²	5	8,000	40,
	Sub Total Part 6: Misceleneous Works					1,040,
	Sub Total for Solid Drift					19,068,
7.0	Part 7: Drainage Works			*************		
7.1	Excavate new mitre/cathwater drains	7.1.3	m ³	200	5,000	1,000
.Samuel V and in the state V	Sub Total Part 7: Drainage Works					
	TOTAL FOR PART 1 - 7					





SPECIFICATIONS

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

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

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

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

Telephone: +255-22-2666122/ 2666088

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



DRAWINGS



OTHER DOCUMENTS AS SPECIFIED IN SCC CLAUSE 3.



WORK PLAN OF WORKS



WORKING PROGRAMME ALONG JCT DODOMA – STRAIN ROAD

ROAD WORKS i. Heavy R ii. Gravelin SOLID DRIFT W(i. Excavatio ii. Fornwork iii. Concrete iv. Road sign	CATION ORKS Heavy Rechaning	-	c				_	W エ 氏 ス ス ス ス ス					
MOBILIZA ROAD WO i. H ii. C ii. E iii. Fo iii. C iii. C iii. C iii. C iv. Re	ATION ORKS	-	1	3	4	v	9	-	00	0	10	-	
ROAD WO i. H ii. C SOLID DR ii. E iii. Fo iii. C iv. Rc	ORKS Heavy Rechaving										TO		7
i. H SOLID DR	Heavy Rechaning												
ii. C SOLID DR i. E ii. Fo iii. C iv. Rc	reary resumbling												
SOLID DRJ i. E ii. Fo iii. C iv. Rc	Graveling												
ii. Fo	SOLID DRIFT WORKS 30X6 and 20x6												
ii. Fo	Excavations												
iv. Rc	Formwork & Reinforcement												
iv. Ro	Concrete								Mary Control				
THE PERSON OF TH	Road signs and marker posts												
DKAINAGI	DRAINAGE WORKS												
.:.	New catchwater drain excavations												
ii.	Pipe culvert construction												
iii.	Gabions Construction							製質					
iv. S	Spoon drain construction			+									
Project handover	lover												



POWER OF ATTORNEY



Power of AttorneyP

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 04 JANUARY, 2022

WE the undersigned *MATASYA CONSTRUCTION CO. LTD* of *P. O. BOX 14531* by virtue of authority conferred to us by the Board Resolution No 1 of **04** day JANUARY 2022 do hereby ordain nominate and appoint *ISACK JOSEPH COPRIANO* of *P. O. BOX 14531- ARUSHA*] to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of Contract No. **AE-068/2021-2022/HQ/TCRP/W/01/02** that is to say;

To act for the company and Contract No. AE-068/2021-2022/HQ/TCRP/W/01/02 any other thing or things incidental for AE-068/2021-2022/HQ/TCRP/W/01/02 of the

Rehabilitation of Access road and Nature trails at Essimingor Nature Reserve for Tender for the Tanzania Forest Services Agency, P.O BOX 40832, Dar-es-Salaam

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

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney. **SEALED** with the common seal of the said *MATASYA CONSTRUCTION CO. LTD* and delivered in the presence of us this *04* day of *JANUARY*, 2022.

IN WITNESS whereof we have signed this deed on this 04 day of JANUARY 2022 at ARUSHA REGIOAL for and on behalf of MATASYA CONSTRUCTION CO. LTD

MATASY

CONSTRUCTION CO. LTD

SEALED and DELIVERED by the

Common Seal of MATASYA CONSTRUCTION CO. LTD
This 04 Day of JANUARY2022

BEFORE ME:

Name: YONAS MASIAYA

Signature:

Address: 16815 ARUSHA

Qualification: COMMISSIONER FOR OATHS

Acknowledgement

I ISACK JOSEPH COPRIANO doth hereby acknowledge and accept to be Attorney of the said *MATASYA CONSTRUCTION CO. LTD* under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said ISACK J. COPRIANO Identified to me by LOND WALL TO ME DETICONALLY.

The latter known to me personally This 04 Day of JANUARY, 2022

ISACK JOSEPH COPRIANO

ADTOCATE.
ADTOCATE.
VOTARY PUBLIC
COMMISSIONER
COMMISSIONER

BEFORE ME

Name: YONAS MASIAYA

Signature:

Address: 16815 ARUSHA

Qualification: COMMISSIONER FOR OATHS

INTEGRITY



MEMORANDUM (Format 1)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013 as amended in 2016.)

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

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the Nobribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached.

Authorized Signature:

Name and Title of Signatory: ISACK JOSEPH (MD)

Name of Tenderer: MATASYA CONSTRUCTION CO. LTD

Address: P.O.BOX 14531 ARUSHA

MEMORANDUM (Format 2)

(Regulation 78(2) of the Public Procurement Regulations, 2013 - Government Notice No. 446 of 2013 as amended in 2016.)

This company Matasya Construction Co. Ltd has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers.

Authorized Signature

Name and Title of Signatory: ISACK JOSEPH (MD)

Name of Tenderer: MATASYA CONSTRUCTION CO. LTD

Address: P.O.BOX 14531 ARUSHA

TECHNICAL PERSONNEL



MATASYA CONSTRUCTION CO. LTD

Building & Civil Engineering Contractors
P.O. Box 14531, Meru – Arusha
Email: jisack54@yahoo.com

Mobile: 0755-263285, 0783-717171



KEY PERSONNEL

S/N		POSITION	QUALIFICATION	EXPERIENCE
1	ISACK J. COPRIANO	MANANGING DIRECTOR	TT GR I BUILDING	13 YRS
2	RAYMOND R. NDASKOI	PROJECT MANAGER	ADV DIPL CIVIL ENG	25 YRS
3	GERALD P. ITOGOZA	SITE ENG	CIVIL ENG	17 YRS
4	STAHSON S. MREMA	SITE ENG	CIVIL ENG	4 YRS
5	LOCHIBA W. SAMIKE	SITE AGENT	CIVIL ENG	7 YRS
6	WEMAEL A. LOTHUNO	SITE TECH	TECH	5 YRS
7	EDWARD JUMA	FOREMAN	FTC	8 YRS
8	GODSON BARAKA	ACCOUNTANT	B. Com ACCOUNTS	5 YRS
9	KIBWANA S. ALLY	MASON	TT GR 111 BUILDING	5 YRS
10	JUVENALIS MONGI	MASON	TT GR 111 BUILDING	7 YRS
11	JACKSON MASSAWE	MECHANICAL TECH	TT GR 111 BUILDING	6 YRS
12	MAHADIDDI	CARPENTER	TT GR 111 BUILDING	8 YRS
13	ALLY MSHANA	CARPENTER	TT GR 111 BUILDING	5 YRS
14	FRANK ROBERT	STEEL FIXER	TT GR 111 BUILDING	3 YRS
5	ESTHER CHARLES	OFFICE ADMINISTRATOR	FORM 4	7 YRS

MATASTA CONSTRUCTION COMPANY LIMITED /// TIN: 106-183-562

BORDE 14531, ARUSHA, TANZAHIA

ISACK JOSEPH MANAGING DIRECTOR



CURRICULUM VITAE

A.PART I:-PERSONAL PARTICULARS

1.FULL NAME:-RAYMOND RICHARD NDASKOI.

2.DATE OF BIRTH:-29TH DECEMBER 1959.

3. DISTRICT OF BIRTH:-SIHA.

4.REGION:-KILIMANJARO.

5.WARD:-WANRI KATI.

6. VILLAGE: - WANRI.

7.SEX:-MALE.

8.NATIONALITY:-TANZANIAN.

9. TRIBE: - CHAGGA.

10. RELIGION: - CHRISTIAN-LUTHERAN.

11.MARITAL STATUS:-MARRIED.

12.ADDRESS:- P.O.BOX42, HAI KILIMANJARO

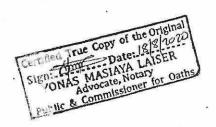
Cell pone:-0754-440825

0756-795988

0782-331010

E-Mail:-reindaskoi@yahoo.com.

13.LANGUAGE SPOKEN:-ENGLISH&SWAHILI.





B.PART II:-EDUCATION &PROFFESSIONAL TRAINING

1.GENERAL EDUCATION:-

SCHOOL	DATE	QUALIFICATION
Endagikot Primary School		
Mark T. I. i. I.	1968-1974	Primary School Education.
Moshi Technical Secondary School	1975-1978	Secondary School Education

C.PART III:-TRAINING

INSTITUTE	DATE	QUALIFICATION
Arusha Technical College		
624	1979-1982	Full Technician Certificate(FTC)-Civil.
Dar-es-Salaam Technical College	1984-1987	Advanced Diploma in Building and Civil Engineering.

D.PART IV:-REGISTRATION
Registered by ERB:-Reg.No:-TE 282

E.PART V:-SHORT COURSES ATTENDED

COURSE ATTENDED	DATE/YEAR	INSTITUTE/AREA
Project Management Programme	1998	ESAMI
Environmental Impact Assessment	1999	ESAMI
Procurement of Goods and Services	2000	ARUSHA- By NCC
Management Skills	2002	TANESCO MOROGORO- By REDMA
Team Work and Team Building	2003	KNCU-By REDMA
Procurement and Contract Management	2006	MIKUMI-By IPS
Procurement of Goods and Services	2010	MOROGORO-By IPS



F.PART VI:-EMPLOYMENT

YEAR	AREA/DISTRICT	POCTTTON		
1985-1996	HAI DISTRICT COUNCIL	POSITION Civil Engineer Assistant Head of		
		Department.		
1995-1996	HAI DISTRICT COUNCIL	Head of Building Section Head of Works Department.		
	TOT DISTRICT COUNCIL			
1996-2006	MONDULI DISTRICT COUNCIL			
	MONOGEL DISTRICT COUNCIL	Head of Works		
2006-2011	KILOSA DISTRICT COUNCIL	Department.		
	FOR DISTRICT COUNCIL	Head of Works		
2017 🐉 -	MATASYA CONTR.CO LTD	Department. PROJECT MANAGER		
A				

G.PART VII:-REFERENCE

I.Dr.Eng.Richard Masika

P.O.BOX 296,

ARUSHA-MOBILE:-0784-292420.

II. Eng. Benne Mwanri,

P.O.BOX 42,

HAI-MOBILE:-0767-266492.

III.Eng.Stewart P. Mlanga,

P.O.BOX 19157,

ARUSHA-MOBILE:-0754-272793

H.PART VIII:-CERTIFICATION

I THE Undersigned hereby certify that to the best of my knowledge and belief this profile correctly describes qualifications my expirience and myself.

NAME:	R. R.	N	DASKS.	Original	: R
SIGNAT	TURE:	Deniel.	CONTRACTOR	Oath Sile	athad
DATE:_	_20/\$/	2018		14 10 d	**************
eg .		1	College College	TANK	• • • • • • • • • • • • • • • • • • • •



THE THE WINDS COUNTY OF THE

SNEEDING INDIVIDUAL

in recognition for having successfully completed. the prescribed programme a

THE DAR ESISALAMI TECHNICAL COLLEGE

on the bistorial day of him.

CURRICULUM VITAE (CV)

1. Personal Details

Name:

Stahson S. Mrema.

Sex:

Male

Marital Status:

Single.

Date of Birth:

18th Oct 1992.

Nationality:

Tanzanian.

Mobile:

+255(767)549483++255(657) 549483.

E-mail:

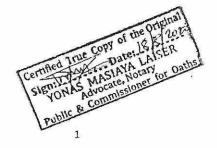
MERCHARDISCHE DE LOCAL

2. Career Objective

Seeking a challenging job in an organization that will fully utilize my potential. I wish to be irreplaceable in terms of dedication and commitment. I'm hard worker, team worker and dynamic person who can work under any condition.

3. Education Qualification

YEAR	INSTITUTION	AWARD		
2015 - 2018	Mbeya University of Science and Technology			
2012 – 2015	Arusha Technical college, Tanzania	Ordinary Diploma in Civii . Engineering		
2007 – 2010	Meli Secondary School	Ordinary Certificate of Secondary Education.		
2000 – 2006	Farnvuhu Primary School- Mosh(V) Kilimanjaro	Certificate of Primary School Education.		





5. Applications

- . Microsoft Office (word, excel, and power point)
- Auto CAD, Civil 3D
 Master series, Orion
- 6. Language Proficiency (verbal and written communication skills)
 - Swahili,

Excellent

English.

Very good

7. Hobbies

Reading books and newspapers, travelling, listening to radio, watching television and music and eager to learn new things.

8. Referees

1. Zacharia Katambara, PhD.

Current work: Principal, College of Engineering and Technology,

Address: Mbeya University of Science and Technology,

P.O. Box 131, Arusha, Tanzania.

Cell: +255756662009,

E-mail: zkatambaca i @gmail com

2. Mr. Migunzu

Current work: Arusha Technical College,

P.O. Box 296 Arusha, Tanzania.

Cell:+255-27-2503040/2502076

E-mail: principal@ac.ac.tz

3 Eng. Gilbert Mongi

Current work: Managing Director,

GILCO (2000) Company LTD.

P.O. Box 79091

Cell: +255754243129 / +255715243129

E-mail: mongi@vahoo.co.uk

8. Declaration

I Stahson S. Mrema, I certify that the above information truly describes my personal competencies and capabilities.

Signature...

MATASTA COMSTRUCTO

TIM: 106- ARUSHA. TANZANIA

1853. ARUSHA. TANZANIA



4. Professional Experience

May 2013 to July 2013: Worked with MAT CONSULT (T) LTD as Industrial Practical Training (IPT).

Activities:

- · Reading the drawings (i.e. structural drawings).
- · Construction of columns, beams, walls and slabs according to specifications.
- · Supervising the construction

May 2014 to July 2014: Worked with GHCO (2000) LTD as Industrial Practical Training (IPT).

Activities:

- · Reading the drawings (i.e. structural drawings).
- · Construction of columns, beams, walls and slabs according to specifications.
- · Supervising the construction

May 2015 to July 2015; Worked with GILCO (2000) LTD as Industrial Practical Training (IPT).

Activities:

- · Reading the drawings (i.e. structural drawings).
- · Construction of columns, beams, walls and slabs according to specifications.
- · Supervising the construction

August 2016 to October 2016: Worked with MAT CONSULT (T) LTD as Industrial Practical Training (IPT).

Activities:

- · Reading the drawings (i.e. structural drawings).
- Supervising the construction

July 2017 to October 2017: Worked with MAT CONSULT (T) LTD as Industrial Practical Training (IPT).

Activities:

- · Reading the drawings (i.e. Architecture drawings).
- Structural designing.
- · Preparation of structural drawings and detailing.

October 2017- UP TO DATE: Worked with MATASYA CONTRUCTION CO. LTD as Site Engineer/ Project Manager

Activities:

- . Reading the drawings (i.e Architecture drawings)
- Structural designing.
- . Supervising the Construction.





UNITED REPUBLIC OF TANZANIA

ENGINEERS REGISTRATION BOARD



Certificate of Registration

(Under the Engineers Registration Act, 1997)

It is hereby certified that

Stahson S. Mrema

having satisfied the requirements for registration as a

GRADUATE ENGINEER

(Trainee Engineer)

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

registered as such on the 30th day of October, 2018

in the discipline of Civil engineering and was

given registration number 13412

Sealed and given under our hands at Dar es Salaam

Boday of February, 2019.

Eng. P. Barozi CXX 3448 Ag.Registrar

CERTIFIED TRUE COPY OF THE ORIGINAL Eng. Nuberis P. J. Nyange Board Member

Eng. Prof. N. M. Lerna Chairman

The validity of this certificate is three years and expires on 29th day of October, 2021



CURRICULUM VITAE

PERSONAL INFORMATION

SURNAME

ITOGOZA

OTHER NAMES

GERADIUS PETER

DATE OF BIRTH

06th February 1982

PLACE OF BIRTH

MULEBA - KAGERA

NATIONALITY RELIGION

TANZANIAN

CHRISTIAN

GENDER

MALE

MARITAL STATUS

MARRIED

LANGUAGE

ENGLISH & SWAHILI

TELEPHONE

+255 714 655 944

+255 765 646 942

EMAIL

engineer.gerald@gmail.com

2.0 **EDUCATION BACKGROUND**

2.1 COLLEGE LEVEL

2.1.1 BACHELORS DEGREE

College

University of Dar es Salaam

Course

Bachelor of Science in Civil and Structural Engineering

Duration

From September 2008 up to date (finishing June 2012) Award

Bachelor's degree of science in civil and structural engineering

2.1.2 FULL TECHNICIAN CERTIFICATE

College

Technical College Arusha

Course

Civil Engineering

Duration

From September 2004 to November 2007 Award

Full Technician Certificate (FTC)

ORDINARY SECONDARY LEVEL

School

Kaigara Secondary School

Duration

Award

From January 2000 to November 2003 Certificate of Secondary Education (CSE)

PRIMARY EDUCATION 2.3

School

Rubungo Primary School

Duration

January 1993 to September 1999

Award

Certificate of Primary Education (CPE)

3. OPTIONAL COURSES

First Aid and Workshop Management





Development Studies
Entrepreneurship Education
Computer Application
Leadership Courses

4. HOBIES Reading Newspaper

Sports

Sharing ideas with other people

5.1 MEMBERSHIP IN PROFESSIONAL SOCIETY

Member in Engineers Registration Board (ERB)

5.2 OTHER PROFESSIONAL SKILLS

- Construction: Structural Design (using Design manuals, Master series and Frank software)
- Architectural drawings: AutoCAD, ARCH CAD.
- Computer skills: Important programs

6. EMPLOYMENT RECORD

From July 2019

To date

Employer

Matasya Contractors Ltd

Position held

Senior Engineer

From July 2012

To date

Employer

BEZALEL + SAM LTD C Engineer Position

held

Design Engineer

From June 2012

To July 2013

Employer

Tumaini Civil Works Ltd

Position held

Senior Engineer

From November 2010:

To June 2012 .

Employer

KeRes Holdings (T) Ltd

Position held

Site Technician

From July 2008

:

To November 2010

Employer

Kabanga Nickel Co. Ltd, Combine Builders Co. Ltd, EDOS Ltd and ROSSA

Co. Ltd

Position held

Site Technician

From July 2007

To July 2008

Employer

Kabanga Nickel Co. Ltd

Position held

Site Technician

From October 2013

T- 4 110010

Employer

To April 2019 Meero Contractors Ltd

Position held

Senior Engineer



REFEREES:

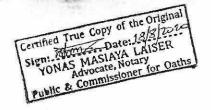
BEZALEL + SAM LTD C Engineer P.O.BOX 16590 <u>Arusha – Tanzanía</u>

MEERO Contractors Ltd, P.O.BOX 184, <u>Duluti – Arusha</u>

I Geradius Peter Itogoza, do here by Certifying that information given above is correct to the best of my knowledge

MATOSYA CONSTRUCTION COMPANY LIMITED TIN: 106-183-562 POBOX MATA, API SNA, TRNZANIA





ENGINEERS REGISTRATION BOARD TANZANIA



Certificate of Registration

(Under the Engineers Registration Act, 1997)

It is hereby certified that

Geradius Peter

having satisfied the requirements for registration as a

GRADUATE ENGINEER

(Trainee Engineer)

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

registered as such on the $20^{
m th}$ day of December, 2012

in the discipline of CIVIC engineering and was

given registration number 5387

Sealed and given under our hands at Dar es Salaam

this II. day of February, 2013

Eng. S. D. M. Mlote

rof N. M. Lemo



ARUSHA TECHNICAL COLLEGE



This is to certify that

Wemaeli A. Lothuno

Registration No: A0110173
Having satisfied the requirements for the award of the

Ordinary Diploma in
Civil And Irrigation Engineering
with Lower Second Class

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

Board Chairperson

AM lahumwa.

Rector



ADVOCATES ADVOCA



ARUSHA TECHNICAL COLLEGE



This is to certify that: Wemaeli A Lothuno With Admission Number of A0110173 has successfully completed NTA Level 4, 5 and 6 at the Department of Civil Engineering and has been awarded an

ORDINARY DIPLOMA IN CIVIL & IRRIGATION ENGINEERING

	Honth		IPT 04 Industrial Pract		CET 04209	· · · ·	GST 04202 GST 04203	Semester Modulecod GST 04201	CET 04105	GST 04105 CET 04102 CET 04103	GST 04102 GST 04103 GST 04104	Semeste Moduleco	NTA
	HODELASSEN SHOMAR Bignature Shoff Date 16/01/2016	Nesults Overall GPA 2.6 /4.0	Industrial Practical Training	Road maintenance I Building Construction II Civil Engineering Materials II Estimating and Conti	Construction Technology II Structural Mechanics Road Construction	Entrepreneurship Basic computer Applications Land Surveying	Physical Science II Communication Skills II	Semester 1 GPA Semester 1 Results ModuleCode ModuleName GST 04201 Advance	Civil Engineering Materials I Construction Technology I Building Construction I	\$5	Physical Science I Communication Skills I	D 源源	NTA Level 4 2012/2013 Ac
	gnature	PA .2.6 1/4.0	3 A 10 A		n ω α ε			2.D/4:0	ls 1 6 0	S-1	N W W [A Contract of	ademic yes cocci
, , , , , , , , , , , , , , , , , , ,	f. Date (6/0)	IPT 05 Indus Semester II NTA level 5	CET 05214 Work			1.5 1	- Sylper	CET 05108 CET 05109 CET 05112 Semester		C GST 05104 E C GST 05105 C C CET 05103 S	g	Ass and 12	EXAMINATIO
	1901 F	IPT 05 Industrial Practical Training II 10 Semester II 1GPA 28/40 NIA level 5 Results 0 11	Workshop Practice Quantity Surveying Construction Management I	Road maintenance II Building Construction-IV 3 Reinforced Cement Concrete Design I 6	Entreprenuership IV Computer Applications IV Land Surveying II	Advanced Mathematics IV Physical Science IV Communication Still	Semester III Results	Structural Mechanics II Road Design and Construction Civil Engineering Materials-IV	Civil Engineering Materials-III Engineering Drawing II Building Construction III	Communication Skills III Entreprenuership III Computer Applications III Soil Mechanicali	ModuleCode ModuleName GST 05101 Advanced Math-III GST 05102 Physical Science III	NTA Level 5 2013/2014 Academic year F Semester 1 Results	EXAMINATION RESULTS/TRANSCRIPTS DET
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