

CONTRACT FORM

BETWEEN

TANZANIA BUREAU OF STANDARDS



(EMPLOYER)

AND

EAA COMPANY LIMITED



(SERVICE PROVIDER)

FOR

PROVISION OF PRE-SHIPMENT VERIFICATION OF
CONFORMITY TO STANDARDS (PVoC) SERVICES FOR USED
MOTOR VEHICLES

CONTRACT NO. PA/044/2021-2022/HQ/NC/19

JULY 2022

Two handwritten signatures in blue ink are located in the bottom right corner of the page. The first signature is a stylized, cursive mark, and the second is a more legible, blocky signature.

Form of Contract

THIS CONTRACT is made on this 19th day of July 2022

Between

Tanzania Bureau of Standards, Junction Morogoro/Sam Nujoma Roads, Ubungo Area, P. O. Box 9524 Dar es Salaam, Tanzania (hereinafter referred "the Employer") on one part

And

EAA Company Limited, 1-20-5 Rinkan, Yamato City, Kanagawa, Japan 242-0003 Japan (hereinafter referred "the Service Provider") on the other part:

WHEREAS the Employer invited Bids for Provision of Pre-Shipment Verification of Conformity to Standards (PVoC) Services for Used Motor Vehicles and has accepted a Bid by the Service Provider for Pre-Shipment Verification of Conformity to Standards (PVoC) Services for used motor vehicles imported to Tanzania from Japan for the period of Thirty-Six (36) months.

The Service Provider, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract

NOW THIS CONTRACT WITNESSED AS FOLLOWS

- In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- Form of Contract shall be deemed to form and be read and construed as part of this Contract, viz:
 - Form of contract;
 - Special Conditions of Contract;
 - The General Conditions of Contract;
 - The Specifications (Statement of Requirements);
 - Form of tender,
 - Letter of acceptance and,
 - Appendices:

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written

SIGNED FOR AND ON BEHALF OF THE EMPLOYER

In the presence of
Signature
Signature
(Name): Alhumaan Y. Ngenya (Name): Rehana J. Kifumbi

Address: Tanzania Bureau of Standards, P. O. Box 9524, Dar es Salaam, Tanzania. Address: Tanzania Bureau of Standards, P. O. Box 9524, Dar es Salaam, Tanzania.

Designation: DG Designation: Ag. LSM

Date: 2022-07-19 Date: 2022-07-19

ON BEHALF OF THE SERVICE PROVIDER:

In the presence of
Signature
Signature
(Name): Tojshiko Hashino (Name): RAYMOND LEE SAYEK

Address: EAA Company Limited, 1-20-5 Rinkan, Yamato City, Kanagawa, Japan 242-003, Japan. Address: EAA Company Limited, 1-20-5 Rinkan, Yamato City, Kanagawa, Japan 242-003, Japan

Designation: General Manager Designation: DIRECTOR

Date: 2022-07-19 Date: 19-07-2022



- Appendix 1: Reporting Requirement
- Appendix 2: Key Personnel
- Appendix 3: Power of Attorney and Performance Bond

3. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular: -
- a) The Service Provider shall charge the customer the inspection fees not more than United State Dollar 150 per vehicle.
 - b) The Service Provider shall pay USD 20,000 (United State Dollar Twenty Thousand) annually as accreditation fees to Employer (invoice shall be issued and paid within first quarter of each contract year).
 - c) The Service Provider shall pay Royalty Fee due to Employer that is forty (40) percent of the inspection fee for every inspected vehicle being administration/royalty fees. The fees shall be remitted to the Employer once per month in the bank account to be issued by the Employer
 - d) The royalty shall be made on or before the 15th day of the following month.
 - e) The Service Provider shall ensure, all costs associated with payment transfers to the Employer is covered in full to ensure amount received into Employer's account is equal to invoice value



Special Conditions of Contract



Special Conditions of Contract

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.

SCC Number	CCC Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General Provisions		
1.	1.1(a)	The Arbitrator is to be appointed by Tanzania Institute of Arbitrators.
	1.1(b)	Activity schedule Provision of Pre-shipment verification of Conformity to Standards (PVoC) Services for used motor vehicles
	1.1(c)	The Arbitrator is to be appointed by Tanzania Institute of Arbitrators.
	1.1(d)	The completion date is: 36 months from the date of signing the contract by last party to the contract.
	1.1(e)	The contract name is Provision of Pre-shipment Verification of Conformity to Standards (PVoC) Services for used motor vehicles.
	1.1(l)	The Employer is Tanzania Bureau of Standards.
	1.1(s)	The Member in Charge is Import and Export Control Manager.
	1.1(v)	The Service Provider is EAA Company Limited, 1-20-5 Rinkan, Yamato City, Kanagawa, Japan 242-0003 Japan.
	1.1(z)	The works to be performed by the Service Provider Provision of Pre-shipment verification of Conformity to Standards (PVoC) Services for

		used motor vehicles.
2.	2.1	The law that applies to the Contract is the Laws of Tanzania.
3.	3.2	Submission of performance Security in a form of unconditional Bank guarantee or cash deposited in the TBS bank account within 14 days after receiving notification of award
4.	4.1	The language of contract is English Language.
5.	5.1	<p>The addresses are:</p> <p>Employer:</p> <p>Director General Tanzania Bureau of Standards Morogoro/Sam Nujoma Roads Junction Ubungu Area P. O. Box 9524 Dar es Salaam Tanzania Tel: +255 22 2451763-6 E-mail: info@tbs.go.tz website: www.tbs.go.tz</p> <p>Attention: Import and Export Control Manager.</p> <p>Service Provider:</p> <p>Director, EAA Company Limited 1-20-5 Rinkan, Yamato City, Kanagawa, Japan 242-0003 Japan</p> <p>Email: info@eaa-s.jp. Tel: +971 55 576 0636</p> <p>Attention: General Manager</p>

6.	7.1	<p>The Authorized Representatives are:</p> <p>For the Employer: Import and Export Control Manager</p> <p>For the Service Provider:</p> <p>Name: Toyohiko Hashino</p> <p>Title: General Manager</p> <p>Address: EAA Company Limited 1-20-5 Rinkan, Yamato City, Kanagawa, Japan 242-0003 Japan Email: info@eaa-s.jp. Tel: +971 55 576 0636</p>
B. Commencement, Completion, Modification, and Termination of Contract		
7.	9.1	Schedule of other Service Providers N/A
8.	11.1	The date on which this Contract shall come into effect is from the date of signing the contract by last party to the contract
9.	12.2	The Starting Date for the commencement of Services is from the date of signing the contract by last party to the contract.
10.	13.1	The Intended Completion Date is 36 months from the date of signing the contract by last party to the contract.
11	15.3	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and

		reactivating the Service after the end of such period. N/A
12	15.4	Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late 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 rate as specified in the SCC. N/A
13	16.1	<p>Circumstance which may lead to termination of this contract include:</p> <p>a) If the Service Provider fails to register a company in Tanzania within 30 days after contract signing.</p> <p>b) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic forms that provide record of the content of communication;</p> <p>c) if the Service Provider fails to remit full royalty for three (3) consecutive months;</p> <p>d) if the Service Provider fails to disclose the actual collected fees;</p> <p>e) if the Service Provider becomes insolvent or bankrupt;</p> <p>f) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>g) if the Service Provider in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Contract.</p> <p>h) if the Service Provider fails to provide the required services</p> <p>i) if the Employer, in its sole discretion, decides to terminate this Contract upon written notification.</p>

C. Obligations of the Service Provider		
14.	18.3 (c)	After the termination of this Contract Service Provider shall not be allowed to conduct any activity under the umbrella of Employer's identity.
15.	20.1	The risks and coverage by insurance shall be: <ul style="list-style-type: none"> (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property
16.	23.4	Other Measures for HIV-AIDS includes awareness programme training and other preventive measures to mitigate the transmission and stigmatization.
17.	24.1(d)	The other actions requiring the employer's prior approval are: <ul style="list-style-type: none"> i. Changing the rate of inspection fee; ii. Document change; iii. Change of inspection premises; iv. Change of key personnel; or v. Subcontracting.
18.	26.1	Restrictions about future use of documents submitted by Service Providers: N/A

19.	27.1	The Service Provider 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. N/A
20.	28.1	<ul style="list-style-type: none"> i) The Service Provider shall provide the Performance Security to the Employer not later than fourteen days (14) after receipt of notification of award. ii) Performance Security shall be valid for 37 months. iii) The amount of performance security is USD 50,000.00 iv) The performance security should be in a form of unconditional Bank guarantee or cash deposited in TBS bank account. v) In case Service Provider fail to remit royalty for the period of three months from the date of issuance of invoice the Employer shall charge the performance security to cover unpaid invoices.
E. Obligations of the Employer		
21.	31.1	<ul style="list-style-type: none"> i) Verification of Certificate of Conformity and accompanied quality and shipping documents. ii) Monitoring the performance of the Service Provider
F. Payments to the Employer		
22.	35.1(b)	The 100% of invoice raised shall be settled in US Dollars
23.	37.1	1. Payment <ul style="list-style-type: none"> i) The Service Provider shall charge the customer the inspection fees not more than United State Dollar 150 per vehicle ii) The Service Provider shall pay USD 20,000 (US Dollar



		<p>Twenty Thousand) annually as accreditation fees to Employer (invoice shall be issued and paid within first quarter of each contract year).</p> <p>iii) The Service Provider shall pay Royalty Fee due to Employer that is forty (40) percent of the inspection fee for every inspected vehicle being administration/royalty fees. The fees shall be remitted to the Employer once per month in the bank account to be issued by the Employer</p> <p>iv) The royalty shall be made on or before the 15th day of the following month.</p> <p>v) The Service Provider shall ensure, all costs associated with payment transfers to the Employer is covered in full to ensure amount received into Employer's account is equal to invoice value</p> <p>2. Penalties</p> <p>i) Interest of 1% per day of unremitted fund shall be charged after the due date for all delays made by Service Provider.</p> <p>ii) The Service Provider shall ensure all the test reports and other quality documents are available in online system database. Omission or delay in uploading in the system shall attract penalty of 5% of the inspection fee.</p>
24	38.1	If the Employer has delayed payments beyond twenty eight (28) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC: N/A
H. Settlement of Disputes		
25.	44.3	Arbitrator's hourly fee: According to the Rules of Arbitration of the Tanzania Institute of Arbitrators
	44.4	The arbitration proceedings shall be conducted in accordance the rules of procedures in accordance with the Laws of Tanzania

	44.5	<p>designated by the Tanzania Institute of Arbitrators and the place of arbitration shall be Dar es Salaam-Tanzania.</p> <p>The designated appointing Authority for a new Arbitrator; Tanzania Institute of Arbitrators</p>
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General Conditions of Contract

A. General Provisions

1.	Definitions	1.1	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a) The Arbitrators 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 General Conditions of the Contract (GCC) 31 hereunder. b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender; c) The "Arbitrator" is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer; e) "the Contract" the Contract entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein; f) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. g) Days are calendar days; h) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. i) "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
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	<p>connection with public procurement or in furtherance of corrupt practice or fraudulent practice;</p> <p>j) "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</p> <p>k) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;</p> <p>l) "Employer" means the party who employs the Service Provider and as specified in the SCC;</p> <p>m) "Foreign Currency" means any currency other than the currency of the country of the Employer;</p> <p>n) "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>o) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.</p> <p>p) "GCC" means these General Conditions of Contract;</p> <p>q) "Government" means the Government of the United Republic of Tanzania;</p> <p>r) "Local Currency" means the currency of the United Republic of Tanzania;</p> <p>s) "Member," in case the Service Provider consist of a joint venture of more than one Entity, means any of these</p>
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		<p>entities; "Members" means all these entities, and "Member in Charge" means the Entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;</p> <p>t) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;</p> <p>u) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</p> <p>v) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Employer and as specified in the SCC;</p> <p>w) "Service Provider's Tender" means the completed Tendering Documents submitted by the Service Provider to the Employer</p> <p>x) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>y) "Specifications" means the specifications of the service included in the Tendering Documents submitted by the Service Provider to the Employer</p> <p>z) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.</p> <p>aa) "Subcontractor" means any Entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of GCC 7.1 and 8.1.</p> <p>bb) "Site" means the place(s) named in SCC.</p> <p>cc) "obstructive practice" means acts intended to materially impede access to required information in exercising a duty under this Act;</p>
2.	Applicable Law and	2.1 The contract shall be governed and interpreted in accordance with the laws of the United Republic of

	Interpretation		Tanzania, unless otherwise specified in SCC.
		2.2	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
		2.3	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
		2.4	The documents forming the Contract shall be interpreted in the following order of priority: 1) Contract, 2) Letter of Acceptance, 3) Service Provider's Tender, 4) Special Conditions of Contract 5) General Conditions of Contract, 6) Specifications, 7) Activity Schedule 8) Any other document listed in the SCC 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; b) Furnishing of Advance Payment Unconditional Guarantee.
		3.2	If the Condition 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 waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.
4.	Governing Language	4.1	The Contract and all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Entity shall be written in the language specified in SCC. Subject to GCC 3.1, the version of the Contract written in the specified language shall govern its interpretation
5.	Communications	5.1	Any notice, request, or consent made pursuant to this Contract shall be in writing or in electronic forms that provide record of the content of communication and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
6.	Location	6.1	The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
7.	Authorized Representatives	7.1	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.
8.	Subcontracting	8.1	The Service Provider may subcontract with the approval of the Employer's Representative, but may not assign the Contract without the approval of the Employer in writing or in electronic forms that provide record of the content of communication. Subcontracting shall not alter the Service Provider's obligations.
9.	Other Service Providers	9.1	The Service Provider shall cooperate and share the Site with other Service Providers, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Service Providers, as referred to in the SCC. The Service Provider shall also provide facilities and services for them as described in the Schedule. The Employer may

			modify the Schedule of Other Service Providers, and shall notify the Service Provider of any such modification.
10.	Taxes and Duties	10.1	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

B. Commencement, Completion, Modification, and Termination of Contract

11.	Effectiveness of Contract	11.1	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.
12.	Commencement of Services		
	Program	12.1	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
	Starting Date	12.2	The Service Provider shall start carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
13.	Intended Completion Date	13.1	Unless terminated earlier pursuant to GCC 15, the Service Provider shall complete the activities by the intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the intended Completion Date, it shall be liable to pay liquidated damage as per GCC 26. In this case, the Completion Date will be the date of completion of all activities.
14.	Modification	14.1	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties and shall not be effective until the consent of the appropriate Tender Board, as the case may be, has been obtained.

15.	Force Majeure		
	No Breach of Contract	15.1	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
	Extension of Time	15.2	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	Payments	15.3	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
		15.4	Payments shall be made promptly by the Purchaser, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Purchaser makes a late payment, the Supplier shall be paid interest on the late 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 rate as specified in the SCC.
16.	Termination		
	By the Employer	16.1	The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause and sixty (60) days' in the case of the event referred to in (g): a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic forms that provide

		<p>record of the content of communication;</p> <p>b) if the Service Provider become insolvent or bankrupt,</p> <p>c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>d) if the Service Provider/s, in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Contract.</p> <p>e) if the Service Provider does not maintain a Performance Security in accordance with GCC 28;</p> <p>f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with GCC 27.1 and the SCC;</p> <p>g) if the Employer, in its sole discretion, decides to terminate this Contract.</p>
By the Service Provider	16.2	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:</p> <p>(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to GCC 43 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
Payment upon Termination	16.3	<p>Upon termination of this Contract pursuant to GCC 15.1 or 15.2, the Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to GCC 33 for Services satisfactorily performed prior to the effective date of termination;</p>

		(b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of GCC 15.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.
Limitation of Liability	16.4	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC 8,
	(a)	The Service Provider shall not be liable to the procuring entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
	(b)	The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

C. Obligations of the Service Provider

17. General	17.1	The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.
18. Conflict of Interests		
Service Provider not to Benefit from Commissions	18.1	The remuneration of the Service Providers pursuant to GCC 33 shall constitute the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with

	and Discounts		activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
	Service Provider and Affiliates not to be Otherwise Interested in Project	18.2	The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
	Prohibition of Conflicting Activities	18.3	Neither the Service Providers nor their Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities: <ul style="list-style-type: none"> (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract; (c) after the termination of this Contract, such other activities as may be specified in the SCC.
19.	Confidentiality	19.1	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.
20.	Insurance to be Taken out by the Service Providers	20.1	The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors' as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

21.	Protection of the environment	21.1	The Service Provider 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.
		21.2	The Service Provider shall ensure that emissions, surface discharges and effluent from his activities shall not exceed values prescribed in relevant environmental laws.
22.	Labour Laws	22.1	The Service Provider 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.
		22.2	The Service Provider shall require his employees to obey all applicable laws, including those concerning safety at work.
23.	Health and Safety	23.1	The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of his personnel.
		23.2	The Service Provider 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
		23.3	The Service Provider shall notify the Employer details of any accident as soon as practicable after its occurrence. The Service Provider shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Employer may reasonably require.
		23.4	The Service Provider 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 Service Provider's personnel, the Employers Staff and the surrounding community.
24.	Service Providers' Actions Requiring Employer's Prior Approval	24.1	The Service Provider shall obtain the Employer's prior approval in writing or in electronic forms that provide record of the content of communication before taking any of the following actions: <ul style="list-style-type: none"> (a) entering into a subcontract for the performance of any

			part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"); (c) changing the Program of activities; and (d) any other action that may be specified in the SCC.
25.	Reporting Obligations	25.1	The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
26.	Documents Prepared by the Service Providers to be the Property of the Employer	26.1	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with this Clause shall become and remain the property of the Employer, and the Service Providers shall, not later than 14 days upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
27.	Liquidated Damages		
	Payments of Liquidated Damages	27.1	The Service Provider 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 amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
	Correction for Over-payment	27.2	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 36.
	Lack of Performance	27.3	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of

	Penalty		performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in GCC 41.1
28	Performance Security	28.1	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount 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 Completion Date of the Contract, unless otherwise specified in the SCC.
		28.2	Where circumstances necessitate the amendment of the contract after signature, and such amendment is effected, the Employer shall require the Service Provider to provide additional Performance Security to cover any cumulative increase of more than ten percent of the Initial Contract Price.

D. Service Provider's Personnel

29.	Description of Personnel	29.1	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
30.	Removal and/or Replacement of Personnel	30.1	Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
		30.2	If the Employer finds (i) that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience

		acceptable to the Employer.
	30.3	The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel

E. Obligations of the Employer

31.	Assistance and Exemptions	31.1	The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC.
32.	Change in the Applicable Law	32.1	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in GCC 34(a) or (b), as the case may be.
33.	Services and Facilities	33.1	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

F. Payments to the Service Provider

34.	Lump-Sum Remuneration	34.1	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in GCC 34.1, the Contract Price may only be increased above the amounts stated in GCC 33 if the Parties have agreed to additional payments in accordance with GCC 35.1.
35.	Contract Price	35.1	a) The price payable in local currency is set forth in the SCC. b) The price payable in foreign currency is set forth in the SCC.
36.	Payment for Additional Services	36.1	For the purpose of determining the remuneration due for additional Services as may be agreed under GCC 13, a breakdown of the lump-sum price is provided in Appendices

			D and E.
37.	Terms and Conditions of Payment	37.1	Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, advance payment shall be made against the provision by the Service Provider of a bank guarantee or insurance bond for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider has submitted an invoice to the Employer specifying the amount due.
38.	Interest on Delayed Payments	38.1	If the Employer has delayed payments beyond twenty eight (28) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC
39.	Price Adjustment	39.1	a) Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency: $P_c = A_c + B_c \frac{Lmc}{Loc} + C_c \frac{Imc}{Ioc}$ <p>Where:</p> <p>P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".</p> <p>A_c, B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and</p> <p>Lmc is the index prevailing at the first day of the month of the corresponding invoice date and</p> <p>Loc is the index prevailing 28 days before Tender opening for labor; both in the specific currency "c".</p> <p>Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index</p>

Lack of Performance calculated as described in GCC 26.3.

H. Settlement of Disputes

43.	Amicable Settlement	43.1	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
44.	Dispute Settlement	44.1	If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disContract of one party to the other.
		44.2	The Adjudicator shall give a decision in writing or in electronic forms that provide record of the content of communication within 28 days of receipt of a notification of a dispute.
		44.3	The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
		44.4	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
		44.5	Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disContract between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

prevailing 28 days before Tender opening for other inputs payable; both in the specific currency "c"

b) If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

40.	Dayworks	40.1	If applicable, the Daywork rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
		40.2	All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in GCC 6 within two days of the Services being performed.
		40.3	The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in GCC 39.

G. Quality Control

41.	Identifying Defects	41.1	The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect.
42.	Correction of Defects and Lack of Performance Penalty	42.1	<p>a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>b) Every time a notice of Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.</p> <p>c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for</p>

Statement of Requirements
(TERMS OF REFERENCE)

STATEMENT OF REQUIREMENTS.

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this tender (Invitation for Bids) is to hire qualified companies (Service Providers) to provide Pre-shipment Verification of Conformity to Standards (PVoC) for used motor vehicles to the Tanzania Bureau of Standards (the Employer) for a period of thirty-six (36) months. The Service Provider shall conduct inspection and testing of used motor vehicles for conformity to Tanzania Standard – **TZS 698:2012 (as revised from time to time)**. This standard shall be purchased by the Service Provider from the Employer.

1.2 This Pre-shipment Verification of Conformity to Standards Scheme is in line with Standards Act No. 2 and WTO-Technical Barriers to Trade Contract Article No. 5.

1.3 Invitation to Tender

Eligible companies, fulfilling the requirements listed in Clause 3.0, are invited to present bids as specified in Section VIII.

The presentation of a bid constitutes acceptance and compliance with all legal, technical, financial and administrative requirements of this tender document. The Tanzania Bureau of Standards will award a contract to Service Provider to perform the requested services to tenderers whose offer it considers most responsive to its needs. However, in evaluating the bids, the Tanzania Bureau of Standards may seek reference from other Governments or National Standards Bodies and will make use of their experiences.

2.0 FEATURES OF THE PRE-SHIPMENT VERIFICATION OF CONFORMITY TO STANDARDS (PVoC) FOR USED MOTOR VEHICLES

2.1 General Description of PVoC

PVoC for used motor vehicles is a conformity assessment process used to verify that used motor vehicles to be imported into Tanzania are in conformity with the applicable Tanzania Standard **TZS 698:2012 (as revised from time to time)** before shipment.

Under this Programme, used vehicles to be imported shall undergo inspection and testing at country of supply (exporting) and Certificate of roadworthiness issued demonstrating that the used vehicles meet the requirements of the applicable standard. In addition, a sticker having a TBS mark and full name of inspection agent shall be fixed to the front wind screen. The conformity assessment elements undertaken in this scheme include but are not limited to inspection and testing prior to shipment, and documentary check of conformity with regulations.

2.2 Essential Features of the PVoC Programme for used vehicles

There are two essential features to the PVoC Programme:

- a) Scope of used vehicles subject to this Scheme;
- b) Conformity to Standards and/or technical regulations;

2.2.1 Scope of used motor vehicles subject to Scheme.

The Service Provider shall demonstrate competence in inspection of used motor vehicles as per TZS 698 - Code of practice for inspection and testing of used motor vehicles for road worthiness. **The scope of this tender shall be for used motor vehicle imported from Japan only.**

2.2.2 Conformity to Standards and/or Technical Regulations

The primary objective of PVoC for used motor vehicles is to ensure the road worthiness of used motor vehicles, safety, and environmental protection for Tanzanians.

The Service Provider shall have competence to assess conformity of used motor vehicles as per applicable Tanzania Standard.

Each used motor vehicle subject to this scheme must be accompanied by Certificate of roadworthiness. The Contractor shall provide certificate in a format acceptable to the Employer with all the necessary security features but not limited to: name shall be written 'CERTIFICATE OF ROADWORTHINESS TZS 698:2012' and bears TBS logo. Also, certificate should be accompanied with vehicle inspection report/inspection sheet with details of vehicles inspection checking points i.e. Engine, Lights, Body, Brakes system, Tyres & Rims etc.

Certificate and inspection report as well as vehicle photos that will include car body underneath, all car body sides, engine, tyres, Chassis and interior body captured with time during inspection whereas should be online website database so that authorized Employer staff/officer can access during verification.

3.0 REQUIREMENTS

3.1 General requirements

The firms bidding for this tender must fulfil the following requirements:

- a) The bidder must have the physical, technical infrastructure and the qualified personnel required to perform inspection and testing of used motor vehicles for road worthiness to Tanzania Standard TZS 698:2012 in the countries that export used motor vehicles to Tanzania;
- i) Tenderer should provide evidence of having dedicated inspection lines utilizing the latest vehicle safety inspection equipment regularly calibrated and serviced for optimum performance.

- ii) Tenderer should provide evidence of having at least 10 inspection centres in Japan covering all major Ports for maximum exporter convenience
- iii) Tenderer shall have a system where Inspections data recorded in real-time, shared and accessible to the Bureau 24/7 and 365 days of the year for online authentication of issued certificates of conformity.
- iv) Tenderer should provide evidence of having three key personnel team with more than 10 years' experience in motor vehicle inspections and experienced Inspectors with both practical and tertiary experience/qualifications.

- b) Tenderer shall hold a current ISO 17020 Accreditation
- c) Tenderer should provide a work plan with fully comprehensive risk management system ensuring inspections systems; equipment and personnel are optimized at all levels.
- d) Tenderer should provide two recommendation letters from National Standards or Motor Vehicles Regulatory Authorities declaring being contracted for Motor Vehicle Inspections.
- e) Tenderer should have Full Membership of TIC (formally known as International Federation of Inspection Agencies- IFIA) for process compliance and governance in the motor vehicle inspection industry.
- f) Tenderer should have Full Membership of CITA (CITA is the international association of public and private sector organizations actively involved in mandatory road vehicle compliance).
- g) The Employer will not consider any tender from any tenderer where the tenderer's working premises is of the following nature;
 - i. Where the tenderer owns the premises and shares the same premises with other tenderers or;
 - ii. Where the tenderer is the tenant in premises leased to other tenderer offering similar services;The term "premises" as used in this tender document refers to testing facilities and work force for vehicle inspection activity.

- h) The tenderer must have the financial capability to perform the contract and must not have filed for bankruptcy or be under receivership;
- i) The tenderer must not have had any contract terminated by its Employers for wrongdoing or failure to perform within five (5) years;
- j) The tenderer must not be associated with another company bidding in this tender;

- k) Both the bidder and its legal representatives must be free of any impediment to contract with the Employer;
- l) The tenderers, their servants or agents must not have offered any inducement to any procuring entity;
- m) The tenderer must provide an irrevocable bid bond in favour of the Employer in accordance with ITT Clause 17 of Section II;
- n) The tenderer is ineligible if debarred and blacklisted in accordance with section 62 of the Public Procurement Act 2011;
- o) Successful tenderers will be required to execute a contract with the Employer immediately from the date of signing the contract by last part to the contract.
- p) The successful tenderers should have a registered local representative office in Tanzania
- q) Except for Employer -- Service Provider relationships, the bidder shall not be associated with the activities that may suggest or be deemed to be in conflict with the inspection services as per **Section V Clause 17.3(c)**;
- r) The Service Provider shall assume responsibility of the damages to the inspected vehicle between inspection and delivery back to the exporter.

3.2 Specific Requirements

The PVoC for used motor vehicles provided by the Service Provider for vehicles originating in its assigned area shall include but not be limited to the following tasks:

- a) Cooperation with the Employer and any other body or person as the Employer may determine in order to standardize both the paper and electronic format and contents of the Certificate of roadworthiness and other forms and reports used by the Programme;
- b) Liaising with exporters to perform inspection and testing as per Tanzania Standard TZS 698:2012.
- c) The Service Provider shall observe twenty-one (21) days grace period for free re-testing/re-inspection after repair of failed used vehicles from the date of re-testing or re-inspection certificate was issued.
- d) Performance of the verification of conformity to standards in accordance with the WTO-TBT requirements for Conformity Assessment. The inspection and testing shall not be limited to safety and environmental protection. Valid Police reports justifying Vehicle Legal ownership shall be established for each vehicle prior to issuing of Certificate of roadworthiness and TBS sticker.

- e) Expeditiously issuing and disseminating paper and electronic copies to the Employer, exporter and importer's agent; transmission of Certificate of roadworthiness data to the Employer shall be prompt upon issuance. Maintain records on the dates of conducting inspection and the dates of issuing Certificate of roadworthiness and the elapsed times between these dates;
- f) Providing for secure and reliable electronic transmission of test data to the Employer and the storage of such data in secure database. Having systems in place to prevent and detect any changes subsequent to inspection and testing being completed to data supplied by the Service Provider without prior written authorization by the Employer and ensuring full compatibility of the Service Provider's and the Employer's systems for the seamless exchange of data;
- g) For secure and reliable electronic transmission of test data and the storage of such data in secure database will remain ownership under TBS and will be accessible or retrievable any time either within entire contract not ended or even after expired contract.
- h) Service Provider shall provide capacity building training to TBS staff either in house training or at the bidder's facilities twice annually. The training expenses shall be covered by the bidder which includes training of 2 officers at bidder's facilities once per year and then provide technical experts among bidder employees to train other officers at TBS facilities.
- i) Issuing various reports as agreed with the Employer on inspection and testing activity (over and above the provision of Certificate of roadworthiness data and trade and import statistics gathered through the performance of the scheme, and developing in conjunction with the Employer the modalities and formats for reporting on inspection and testing used motor vehicles activity.
- a) Providing timely information in the media and format required by the Employer to facilitate the auditing of the Service Provider's performance by auditors appointed by the Employer. Cooperating unconditionally in the auditing exercise by making fully available all inspecting and testing related data and any other information that may be required by internal/external auditors;
- b) Providing information and documents and access to such information and documents arising out of the implementation of PVoC for used motor vehicles as the Employer may require, including the transfer of electronic files of Certificate of roadworthiness;
- c) Expeditiously communicating to the Employer and the Government of the United Republic of Tanzania any intelligence information the Service Provider might acquire regarding violation of Tanzanian laws and or illegal used vehicles bound for Tanzania;
- d) **The Service Provider shall charge the customer the inspection fees not more than USD 150 per vehicle**

- e) To pay to the Employer administration fees and accreditation fees as detailed under Clause 4.1 and 4.2 below.

4.0 PAYMENTS TO THE EMPLOYER

4.1 Administration/Royalty fees

The Service Provider shall pay 40% (forty percent) of inspection fee for every inspected vehicle being administration/royalty fees. The fees shall be remitted to the Employer once per month in the bank account to be issued by the Employer.

Remittance of payment to the Employer shall be made on or before the 15th day of the following month. Interest of 1% per day shall be charged after the due date for late remittance.

The Service Provider shall ensure all costs associated with payment transfers to the Employer is covered in full to ensure amount received into Employer's account is equal to invoice value. Interest of 1% per day shall be charged for part of invoice remaining unpaid after due date.

4.2 Accreditation fees

The Service Provider shall pay USD 20,000/= annually as accreditation fees.

4.2 Indemnity

The Service Provider shall guarantee, hold harmless and indemnify the Employer against any claims, cause or other actions made by third parties against the Employer for any loss, damage or expense of whatever nature including reasonable legal expenses arising from any acts of omission or commission or neglect by the Service Provider and its personnel.

5.0 LACK OF PERFORMANCE PENALTY

- a) The Service Provider shall ensure all the test reports and other quality documents are available in online system database. Omission or delay in uploading in the system shall attract penalty of 5% of the inspection fee.
- b) If the Service Provider has issued a Certificate of Roadworthiness (COR) to a substandard product, the Service Provider shall pay for all the costs related to disposal of the consignment either by destruction or re-exportation to the country of origin. Also, the Service Provider shall compensate the importer with an amount equal to the value of the consignment and associated costs such as freight costs.
- e) Charging fees above or below as per approved fee structure shall attract a penalty of ten times the applicable fees.

INSPECTION/VERIFICATION SERVICES

S/N	ITEM	DESCRIPTION
1	Inspection for the performance characteristics	
1.1	Inspection of steering wheel alignment	The alignment of the steered wheels shall be inspected with a side slip tester machine or any other suitable apparatus. The reading for skidding shall not exceed 5 mm inward or outward for 1 m of travel (see annex A). Wheel alignment shall also be inspected visually in accordance with the following: a) the camber shall not exceed the manufacturer's specified limits or TZS 698: 2012 b) in case of a semi-trailer, any axle shall not be out of square to longitudinal Centre-line of the vehicle by more than 10.0 mm/m of length of trailer and c) the front wheels (in the Straight-ahead position) and rear wheels shall be in the same vertical plane. When relevant, sidecar wheel shall be parallel to or shall not have slight "toe-in" towards the front wheel (in the straight-ahead position).
1.2	Inspection of braking force	The braking force of a vehicle under inspection shall be measured with one inspector therein as an occupant with no passenger or luggage, according to the requirements specified in annex B and the results shall conform to 4.2.1 and 4.2.2
1.2.1	Braking force of main brake system	a) The total braking force of the main braking system shall not be less than 50 % of the axle weight of the vehicle, and the sum of braking forces on the rear wheels shall not be less than 50 % of the axle weight of the subject axle when unladen. b) For the main braking system, the difference of braking forces applied to the right and left wheels shall be 8 % or less of the axle weight of the subject axle when unladen.
1.2.2	Braking force of parking brake system	The total sum of the braking force of the parking brake system shall not be less than 20 % of the weight of the vehicle as inspected
2	Level of noise produced by automobile	a) The measurement of the noise level of steady running noise shall not be more than 88 dB(A). b) To allow for any lack of precision in the measuring equipment the highest sound level reading obtained shall be reduced by 1 dB (A).

		c) The muffler shall be free from corrosion, damage, and cracking, and shall function favorably to muffle sound. d) The noise level in the cabin should not be more than 70 dB(A).
3	Exhaust gas from automobile	The concentration of, or the level of contamination from exhaust gas shall be determined according to annex C and observe the following requirements:
	3.1. Automobiles using gasoline or liquefied petroleum gas as fuel	The concentration of the exhaust gas from an automobile shall be measured when the engine is idling, and inserting the probe of a tester into the exhaust pipe to a depth of approximately 60 cm. (If this is not feasible, measures to prevent the ingress of air from outside shall be taken before inserting the probe). The measurements shall not exceed the following reference values: a) concentration of carbon monoxide: 4.5 % and b) concentration of hydrocarbon: TZS 698: 2012 4-cycle engine: 1,200 ppm
	3.2. Automobiles using light oil (diesel) as fuel	The excessive black smoke or fumes emitted from the automobile shall not be allowed:
	3.3 Smoke and soot emission	a) The exhaust pipe shall be securely installed, and be free from damage and excessive deformation. b) The catalytic muffler shall be securely installed and free from damage. c) The blow by gas reducing device shall be securely installed and free from damage. d) The emission control device for fuel evaporative gases shall be securely installed and free from damage. When the vehicle subjected to radiation dose test as described in annex F, the radiation dose rate shall not exceed 0.3 micro Sieverts/hour (0.3 μSv/h).

4	Brightness of headlamps and orientation of main optical axis	The brightness of headlamps and the orientation of their main optical axis shall be measured either manually or using suitable apparatus with the light receiving portion of a tester squarely opposed to the headlamp according to the distance and method of measurement. The manual measurements shall be done in accordance with test methods specified in annex D and shall agree with the following reference values.
	4.1. Luminous intensity	<p>a) <i>Four-lamp type</i></p> <p>For the main headlamp for driving, the intensity shall be 12 000 cd or above and</p> <p>With a sub headlamp added, the intensity shall be 15 000 cd or above.</p> <p>b) <i>Other types</i></p> <p>For the headlamps for driving, the intensity shall be 15 000 cd or above.</p>
	4.2 Orientation of main optical axis	The main optical axis shall be properly oriented both in the horizontal and vertical directions.
5	Horn	<p>With the engine of an automobile stopped, the loudness of its alarm unit (horn) shall meet the following requirements: Measurement shall be conducted in accordance with test method specified in annex E, a microphone set in a position 1.0 m above the ground and at 2.0 m from the front of the vehicle:</p> <p>a) reference value: Within the range 90 dB(A) through 115 dB(A).</p> <p>b) the sound of an alarm buzzer shall be continuous and of constant volume.</p>
6	Speedometer	The speedometer shall be in good working order. TZS 698: 2012
7	Inspection for the operational requirements	
	7.1 Inspection for engine	<p>The engine shall be inspected visually while observing the following:</p> <p>a) The engine shall start with ease, and shall not produce excessive unusual noise or vibration during operation.</p> <p>b) No oil leakage or water leakage shall be observed from</p>

		<p>the main body of the engine.</p> <p>c) No cracking, damage, or deformation shall be observed in the oil sump, and there shall be no oil leaking from gaskets.</p>
8	Exhaust pipe	<p>The positioning and routing of exhaust pipe shall be done in accordance with TZS 240 (see clause 3) and observation of the following shall be made:</p> <p>a) No damage or cracking shall be permitted in the intake or exhaust manifold.</p> <p>b) No cracking or rubber flaking shall be observed in the exhaust pipe and support bracket.</p> <p>c) The muffler and the gaskets of the exhaust pipe shall be free from damage, exhaust leakage, and noise.</p> <p>d) No coolant leakage shall be observed from the radiator or rubber hoses. Where an air-conditioning system is fitted, the refrigerant shall not be chlorofluorocarbons (CFCs).</p>
	8.1 Inspection of cooling system	No coolant leakage shall be observed from the radiator or rubber hoses. Where an air-conditioning system is fitted, the refrigerant shall not be chlorofluorocarbons (CFCs).
9	Fuel system	<p>a) The fuel system shall have no visible leakage.</p> <p>b) The fuel tank shall not be deformed and shall be firmly mounted.</p>
10	Transmission system	
	10.1. Clutch	<p>a) There shall be no anomalies in the engagement system of the clutch (e.g. slip, incomplete disengagement, judder and unusual noise) and shall operate smoothly.</p> <p>b) No oil leakage shall be permitted in the clutch system.</p> <p>c) A clutch pedal shall be provided with a mechanism to prevent slipping</p> <p>d) For automatic transmission vehicles, the torque converter shall function properly as per TZS 698: 2012</p>
	10.2. Gearbox	a) The transmission shall be capable of being turned to each shift position with ease in the idling state, and there shall be no excessive play in the shift lever in any

		<p>shift position.</p> <p>b) The gears or bearings in the transmission shall not produce unusual noise, and no oil leakage shall be permitted from oil seals.</p> <p>c) For an automatic transmission car, the indicator reading shall be matched with the actual shift position, and its engine shall not be capable of being started in any position other than the (P) position and neutral (N) position.</p>
	10.3. Propeller shaft	<p>a) No excessively loose fixing bolt or joint shall be present at the coupling portions in the propeller shaft.</p> <p>b) The propeller shaft shall not produce run-out or excessive vibration during driving.</p>
	10.4. Final drive system	The final drive system shall be free from excessive backlash, unusual noise, and oil leakage.
	10.5. Axle housing	No cracking, damage, deformation or oil leakage shall be permitted in the axle housing.
11	Suspension system	No cracking, damage, setting, or misalignment shall be permitted in the spring and the clip band. Centre bolt or U-bolt shall not be damaged, missing, or loose.
	11.1. Miscellaneous	<p>a) No excessive play, oil leakage, or gas leakage shall be present at the mounting portions of the shock absorber.</p> <p>b) The torque rod, radius rod, and their brackets shall be free from deformation and damage such as cracking and mounting portions and coupling portions shall not be loose or damaged.</p> <p>c) No damaged or loosely mounted upper or lower arm shall be permitted and the knuckle arm and support arm shall be free from cracking, damage, and bends.</p> <p>d) The bellows and piping of an air suspension system shall be free from damage, and no air leakage shall be permitted from air piping.</p>
12	Inspection of axles, wheels, and tyres	
	12.1. Axles	<p>The axle shall be free from cracking and damage, and the drive shaft shall be free from looseness and backlash as per TZS 698: 2012</p> <p>a) No nuts or bolts shall be loose or missing in a wheel.</p>

		<p>b) The wheel disks, rims, and side rings shall be free from cracking and damage due to excessive corrosion or deformation, and the disks shall be free from excessive run-out.</p> <p>c) Wheel bearings shall be free from excessive backlash, and the drag from the brakes and the preload on bearings shall be correct.</p>
13	Steering system	
	13.1 Steering wheel	<p>a) The steering wheel shall be capable of being easily and reliably operated by a driver sitting in the regular position, and the steering wheel shall be mounted without backlash, easy to operate and provided with proper play.</p> <p>b) There shall be no backlash in the direction of the axis of the steering shaft.</p> <p>c) The effort required to manipulate the steering wheel shall not be excessively different between the clockwise direction and the counterclockwise direction.</p>
	13.3 Steering gear box	<p>a) The gearbox shall be mounted without looseness and be free from oil leakage.</p> <p>b) The sector shaft shall be free from backlash.</p>
	13.4 Steering linkage	<p>a) The steering linkage shall be free from deformation and damage such as cracking.</p> <p>b) No loosely mounted parts, excessive backlash, or defective split pins shall be present in any part of the rod arms.</p> <p>c) There shall be no risk of the wheels coming into contact with the frame, fender, brake hose or any other part during steering.</p>
	13.4 Power steering	The power steering system shall be free from oil leakage and looseness in its body or connecting portions and shall operate and function properly.
14	Brake system	
	14.1 Brake pedal	<p>a) The height, play, and full depression of the brake pedal shall be correct, and the clearance between it and the floorboard shall not be less than 25 % of the overall stroke of the pedal (for an air brake, the play of its pedal shall not exceed 20 mm).</p>



		<p>b) The brake pedal shall be free from backlash in the axial direction, and shall not produce any unusual noise when depressed.</p> <p>c) The brake pedal shall be provided with a mechanism to prevent slipping on a rubber pad. TZS 698: 2012</p> <p>d) The brake system shall be free from oil leakage and the ingress of air.</p>
	14.2 Parking brake	<p>a) The parking brake shall be completely engaged when the brake lever is fully activated.</p> <p>b) The pulling margin of the brake lever shall not be more than 70% of its overall stroke.</p> <p>c) The ratchet shall not be worn or damaged.</p>
	14.3 Brake rods and cables	Any visual damage shall not be allowed.
	14.4 Brake hose and piping	<p>a) No damaged or loosely installed brake hoses or pipes shall be permitted and there shall be no oil leakage or air leakage from piping or joints.</p> <p>b) There shall be no risk of a hose or pipe being brought into contact with any other part and no hose or pipe shall show signs of having been in contact with any other part.</p>
	14.5 Master cylinder and wheel cylinder	The master cylinder and wheel cylinder shall function properly and shall be free from oil leakage, and no bend or damage shall be present in the push rod.
	14.6 Backing plate	The backing plate shall be free from deformation and distortion, and shall not be cracked especially in proximity to anchor pin installation areas.
	14.7 Air brake	The hoses and pipes, release valve, and brake chamber shall be free from damage and air leakage. The brake chamber and rod shall be free from deformation, and no split pins shall be missing.
	14.8 Braking servo unit	The servo unit shall function properly and there shall be no liquid or air leakage from the unit or pipe joints.
15	Tyres	<p>The tyres shall be inspected visually in accordance with types and sizes while observing the following:</p> <p>a) The tread pattern shall not be excessively worn or</p>

		<p>damaged. The sidewall shall be free from cracking and damage and tread shall not show signs of slipping.</p> <p>b) Tyres shall be free from excessive wear.</p> <p>c) Tyres to be within 8 years from the date of manufacture. As per TZS 618:2017 specification</p>
16	Front windshield and other window glass	
	16.1 Front windshield	The windshield shall be made of safety glass, and shall be free from any distortion or flaws that may limit visibility.
	16.2 Other window glass	Other window glass shall not be broken, and the window glass shall be clear.
17	Lighting devices and reflectors	
	17.1 Colour of lighting	The light from headlamps shall be white and the colour of all headlamps shall be identical.
	17.2 Brake lights	The light from brake lamps shall be red, and the brake lamps shall be automatically turned on when the main brake system is activated.
	17.3 Number plate lights	The light from license plate lamps shall be white in colour and the license plate lamps shall be so structured that they are not interlocked with the headlamps or position lamps.
	17.4 Parking lights	The light from parking lamps shall be red in colour and the parking lamps shall be so structured that they are interlocked with the headlamps or auxiliary headlamps.
	17.5 Reverse lights	The light from back-up lamps shall be white in colour.
	17.6 Indicating device	Indicator lights lamps shall be installed at the front and rear of an automobile, and shall be positioned bilaterally and symmetrically in pairs, respectively. The light from the indicator lamps shall be orange, and the lights shall flash 60 through 120 times per minute.
	17.7 Indicator lights	The light from position lamps shall be orange or light yellow and the colour of left and right position lamps shall be identical.
	17.8 Reflectors	Reflectors used shall be in accordance with requirements specified in TZS 557 (see clause 3).



	17.9 Function and damage	Lighting devices and reflectors shall function normally and shall be free from damage and dirt.
18	Devices for ensuring vision TZS 698: 2012	
	18.1 Wipers	The windscreen shall be provided with wipers capable of cleaning the wind screen. The wipers shall function normally and its blades shall be free from damage.
	18.2 Rear view mirror	<p>a) The rear view mirror shall be firmly installed, and its surface shall be free from smudges, distortion and cracking.</p> <p>b) The rear view mirror shall be so structured that its orientation can be easily adjusted and maintained.</p>
19	Mileage meter and other instruments	The mileage meter and other instruments such as water temperature indicator, fuel gauge, and tachometer, shall function properly and be free from damage.
20	Warning system	
	20.1 Warning lights	Warning lights shall provide warning on the state of oil pressure, charging, parking brake and opening of doors, and the warning lights shall function favorably and be free from damage.
	20.2 Hazard warning flashing lights	Hazard warning flashing lights shall be installed bilaterally and symmetrically and shall function properly. The hazard warning flashing lights shall be free from damage and shall be orange or light yellow.
21	Goods-carrying equipment	Goods-carrying equipment shall be capable of carrying goods safely and reliably.
22	Frame and vehicle body	
	22.1 Frame	<p>a) The frame of an automobile shall be sufficiently rigid to withstand driving.</p> <p>b) The frame shall be free from cracking, damage or deformation.</p> <p>c) No loose rivets shall be permitted at the joints between a side member and a cross member and no cracking shall be observed in proximity to rivet holes.</p>

	22.2 Vehicle body	<p>a) The vehicle body shall be reliably secured on the frame, and shall not be loosened by vibration or impact.</p> <p>b) The contour and any other shape of the vehicle body shall not contain any sharp projections, protruded rotating parts or any other elements that may interfere with the safe traffic of other vehicles or pedestrians.</p> <p>TZS 698: 2012.</p> <p>c) Any cracking, corrosion or distortion in parts such as pillars and the floorboard, which constitute the fundamentals or a vehicle body and sills, shall be remedied.</p>
23	Vehicle dimensions	
	23.1 Overall length	<p>a) A bus-train shall not exceed 20 m.</p> <p>b) A single vehicle, excluding a semi-trailer, including any drawbar or coupling, shall not exceed 12.5 m.</p> <p>c) A trailer with one axle or axle unit (other than a semi-trailer), the GVM of which does not exceed 12,000 kg, shall not exceed 8 m, excluding the length of the drawbar or coupling;</p> <p>d) An articulated motor vehicle or other combination of motor vehicles consisting of drawing vehicle and a semi-trailer, including any draw bar or coupling, shall not exceed 17 m.</p> <p>e) A distance between the drawing vehicle and the trailer, shall not exceed 1.8 m, including any drawbar or coupling.</p> <p>f) A trailer with one axle or axle unit (other than a semi-trailer) the GVM of which exceeds 12,000 kg, shall not exceed 11.3 m, excluding the length of the drawbar or coupling.</p> <p>g) A trailer not referred to in (c), (e) and (f) above (other than a semi-trailer), the GVM of which exceeds 12,000 kg, shall not exceed 12.5 m excluding the length of any drawbar or coupling.</p> <p>h) Any other combination of vehicles including any</p>

		drawbar or coupling shall not exceed 22 m.
	23.2 Overall width and height	The requirements in accordance with TZS 598 (see clause 3) shall apply.
	23.3 Overall overhang	<p>a) <i>Front overhang</i></p> <p>Measure the distance between the front axle and the front of the bumper and observe the following:</p> <p>i) semi-trailer shall not exceed 1.8 m or</p> <p>ii) any vehicle (other than a semi-trailer or trailer with one axle unit) shall not:</p> <ul style="list-style-type: none"> - exceed 60 % of wheel base or - exceed 6.2 m less half of the wheel base, in the case of vehicle in which the front surface of the backrest of the driver's seat and seat level is within 1.7 m of the front end of the vehicle, when such seat, if adjustable, is in the rearmost position or - exceed 5.8 m less half the wheel base, in the case of any other vehicle. <p>b) <i>Rear overhang TZS 598: 2012</i></p> <p>The distance between the Centre of the rear axle and the rearmost part of the rear bumper shall be measured and the observation of the following shall be made:</p> <ul style="list-style-type: none"> i) any trailer with one axle or one axle unit other than a semi-trailer or ii) any trailer other than a semi-trailer, with two axles where the distance between the Centre-lines of the axles is less than 1.2 m shall not exceed 50 % of the length of the body of the trailer or iii) any other vehicle shall not exceed 50 % of the wheel base.
24	Coupling device	<p>a) The coupling device shall be rigid and so structured that it will provide secure coupling. The coupling device shall not be disconnected due to vibration or impact during driving, and shall sufficiently withstand driving.</p> <p>b) The coupler of the coupling device shall be installed without looseness, and shall function favorably. The pitching shaft, rolling shaft, and bearings shall be free from wear and damage</p> <p>c) The kingpin of the coupling device for trailers, shall be installed without looseness.</p>

		<p>d) The pintle hook and lunette eye installed on trucks, etc, shall be reliably operatable and free from damage.</p> <p>e) Seating arrangement</p> <p>For public service vehicles, the seating arrangement shall conform with the requirements specified in TZS 598 Part 3.</p> <p>f) Vehicle appearance</p> <ul style="list-style-type: none"> • Any serious damage to an outer panel shall be remedied. • Window glass elevating devices shall be functional. • Any other damage that may interfere with the safe driving of the vehicle shall not be permitted.
25	Criteria for conformity	<p>Unless otherwise stated, the following information shall be made available:</p> <ul style="list-style-type: none"> • Certificate of roadworthiness attesting conformity to the requirements according to clauses 4, 5 and 6. • Certificate of appraisal showing model, year of manufacture, engine capacity and mileage. TZS 698: 2012
24	Marking	<p>24.1 All vehicles shall be inspected for conformity as stated in clause 7 and the marking shall be made only after a vehicle has undergone inspection and has been found to have no severe defects.</p> <p>24.2 Marking of the vehicle shall include the following: chassis number, engine number, type of vehicle, vehicle make, colour (body), year of manufacturing and vehicle registration number.</p> <p>Marking shall not be tempered or concealed by any means, such as painting, welding or any kind of deformation process.</p> <p>24.3 If some particulars or vehicle configurations are changed, the owner shall report to the vehicle registration authority.</p> <p>24.4 All vehicles shall have stickers issued by the registration authority indicating the vehicle particulars and placed at location as required by registration authority. TZS 698: 2012</p>

Form of Tender

Q. 3



EAA COMPANY LIMITED
PIONEER OF PRE-EXPORT INSPECTION

- 1 -

FORM OF TENDER

FORM OF TENDER

1st April, 2022

To: The Director General
Tanzania Bureau of Standards
Junction Morogoro/Sam Nujoma Roads, Ubungu Area
P.O.Box 9524
Dar es Salaam, Tanzania

We offer to execute the **FOR PROVISION OF PRE-SHIPMENT VERIFICATION OF CONFORMITY TO STANDARDS (PVoC) SERVICES FOR USED MOTOR VEHICLES FOR TANZANIA BUREAU OF STANDARDS** Tender No. PA/044/2021-2022/HQ/NC/19 in accordance with the Conditions of Contract accompanying this Tender for the per unit inspection fee as listed below:

Country of inspection	Fee per unit	Royalty to TBS	% of Inspection Fee for Royalty
Japan	USD\$150.00	USD\$60	40%

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equals	Inputs for which foreign currency is required
USD	100%	USD 1 : TZS 2305	100%

The advance payment required is:-

Amount	Currency
NIL	NIL

We accept the appointment of the Tanzania Institute of Arbitrators as the 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.

With reference to ITT 3.11, it is our intention to subcontract approximately [NA] percentage of the Tender /Contract Price, details of which are provided herein.

Our firm, its affiliates or subsidiaries, including any subcontractors or service providers for any part of the Contract has not been declared ineligible by the Government of the United Republic

--- EAA COMPANY LIMITED ---

of Tanzania under Tanzania's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities of fees have been paid or are to be paid by us to agents relating to this tender, and to Contract execution if we are awarded the Contract:-

Name and address of agent or recipient	Amount and currency	Purpose of commission or gratuity
NONE	NONE	NONE

This Tender and your written acceptance of it shall constitute a binding Contract between us.

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 TDS.

Authorized Signature: _____



Name and Title of Signatory: Toyohiko Hashino, General Manager

Name of Tenderer: EAA Company Limited

Address: 1-20-5 Rinkan, Yamato City, Kanagawa, Japan 242-0003

--- EAA COMPANY LIMITED ---



Letter of Acceptance

[Handwritten initials]

6. We will appreciate for your early response.

Yours truly,



Dr. Ngenya, A.Y
DIRECTOR GENERAL.

**Copy: Public Procurement Regulatory Authority
Controller and Auditor General
Attorney General
Internal Auditor General
Tanzania Revenue Authority**

TBS HEADQUARTERS Physical Address Tanzania Bureau of Standards Ubungo, Morogoro Road / Sam Nujoma Road P. O. Box 9524 DAR ES SALAAM, TANZANIA Tel. No: +255 22 245 0298/ *255 22 245 0206 Telefax +255 22 2450959 Hotline: 0800110827 E-mail: info@tbsgo.tz Website: http://www.tbsgo.tz E-mail address for customer complaints: complaints@tbsgo.tz Twitter: TBS_Tanzania Instagram: tbs_viwango	TBS CENTRAL ZONE Physical Address Kambarage Tower P. O. Box 2956 DODOMA, TANZANIA Tel. No: +255 26 2520310	TBS LAKE ZONE Physical Address NSSF Building, 3 rd Floor P.O. Box 1814 MWANZA, TANZANIA Tel. No: +255 28 2501127	TBS NORTHERN ZONE Physical Address NSSF Mafao House Building, 2 nd Floor P.O. Box 2399 ARUSHA, TANZANIA Tel. No: +255 27 2520143	TBS SOUTHERN HIGHLANDS ZONE Physical Address NHIF Building, 7 th Floor P.O. Box 1674 MBEYA, TANZANIA Tel. No: +255 25 2502048	TBS SOUTHERN ZONE Physical Address MTUWASA Building P. O. Box 1396 MTWARA, TANZANIA Tel. No: +255 23 2334477	TBS WESTERN ZONE Physical Address NSSF Building (Mafao House), 2 nd Floor P. O. Box 1276 KIGOMA, TANZANIA Tel. No: +255 28 2804023
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All Correspondence should be addressed to the **DIRECTOR GENERAL**



Appendix 1. Reporting Requirement

[Handwritten signature]

REPORTING REQUIREMENTS

1. Inspection Reporting Requirements

- 1.1 Upon completion of inspection and testing of each vehicle, the Service Provider shall, where the results of the inspection are satisfactory in all aspects with regard to road vehicles, issue a Certificate of Roadworthiness (CoR) based on the inspection and tests conducted. Every effort shall be made by the Service Provider to make the CoR available to the exporter before the vehicle is shipped. Persistent failure to meet this requirement shall be a cause of termination of the Contract as provided for.
- 1.2 The results of each inspection and testing performed with respect to exports to Tanzania shall be recorded on the CoR in sufficient detail.

2. Forms of Report

2.1 The CoC Form

The Service Provider shall provide a CoR form in a format acceptable to the Employer, with all the necessary security features.

2.2 Frequency of Reports

The Service Provider shall provide the following reports, in a format mutually agreed upon by the Employer and the Service Provider, within one week following the end of the period being reported upon:

(i) Weekly reports

- (a) The number of CoRs issued weekly and their total value for administration fees shall be reported in a form of checklist with a detailed covering letter giving a correct summary of vehicles inspected and administration fees involved.
- (b) A report identifying those CoRs relating to vehicles details such as chassis number, engine number, or meter reading, name of inspection centre etc.
- (c) Details of vehicle which failed to meet inspection requirements (Rejected Vehicles)
- (d) The number of appeals by exports against the inspection and testing findings; the number of appeals accepted, rejected and the quality standard where appeals are accepted.
- (e) The reports shall include both conformity and Non-conformity reports issued weekly.
- (f) Notwithstanding the above provided, the NCR issued should be reported to the Employer immediately after issuance and the summary report issued weekly. Both certificate of Conformity/roadworthiness and NCR should have reference numbers

(ii) Monthly reports:

The reports shall include both conformity and Non-conformity reports

issued monthly

Notwithstanding the above provided, the NCR issued should be reported to the Employer immediately after issuance and the summary report issued monthly. Both certificate of Conformity/roadworthiness and NCR should have reference numbers.

Deadline for submission of monthly report shall be 3 days after the end of month.

(iii) Quarterly Reports:

The Service Provider shall provide quarterly report within five days from the end of the quarter and the report shall provide assessment of quality of inspected used motor vehicles for the period under review.

(ii) Ad hoc reports, as the Employer might require

The Service Provider shall furnish such reports as requested by the Employer giving the details specified.

2.3 Annual Review

The Service Provider shall provide, in a format to be agreed upon between the Parties, an annual report submitted electronically within one month from the anniversary of the starting date of the Contract, and annually thereafter, giving summaries of the statistics. The report shall also give an assessment of the inspection and testing of used Motor Vehicles Program and shall include proposals for such improvements as considered appropriate.

Appendix 2: Key Personnel



- 26 -

EAA KEY PERSONNEL



CODE OF CONDUCT FOR MOTOR VEHICLE INSPECTION STAFF

2.5.1.1 Purpose

The purpose of this document is to define how staff of EAA carrying out inspection shall conduct themselves and to inform service users of the standards of integrity and conduct they can expect of the EAA staff.

The core business of EAA is carrying out pre-shipment inspection of motor vehicles in line with contractual requirements signed between EAA and Government Regulatory Authorities. In carrying out these contractual obligations, staff of EAA must comply with certain standards of professional conduct and practice.

2.5.1.2 Scope

This code of conduct applies to all staff of EAA directly involved in motor vehicle inspection and review of reports arising from such inspection for purposes of issuing certificates of roadworthiness or not.

2.5.1.3 Responsibilities

All EAA staff involved in the activities described in clause 2 above are required to implement and follow this code of conduct. The Head of Operations (international) shall be responsible for monitoring the implementation of this code of conduct.

2.5.1.4 Procedure/ code of conduct

All EAA staff directly involved in motor vehicle inspection and issuance of relevant certificates are required to conform to the following

2.5.1.5 Conflict of interest

All staff covered by this code must declare any potential or other interest

in any motor vehicle subject to inspection which could involve conflict of interest or could compromise his/ her professional judgment, objectivity or independence. Inspector must not perform inspection functions where there is potential for conflict of interest.

2.5.1.6 Acceptance of gifts, hospitality and services

All staff must not accept personal gifts, hospitality or any service from any clients that which would or might appear to place them under any obligation

2.5.1.7 Inspection conduct

All staff conducting motor vehicle inspection must all times remain independent and work within the contractual requirements and standard relevant to the inspection sought. They must carry out their duties in a courteous and in non-discriminatory manner. In particular, they must;

- Neither repair any defect detected during inspection nor use the inspection as a vehicle to deliberately obtain work in another field e.g. engaging in repairs of defective vehicles elsewhere.
- Not perform inspection functions beyond their level of competence or outside their area of expertise.
- Ascertain the vehicle year of registration before commencing inspection.
- Obtain vehicle maintenance records from the applicant before commencing inspection
- Apply all relevant regulations, safety standards and guidelines reasonably and without favour.
- Perform the functions with honesty, integrity and impartiality

2.5.1.8 Level of Competence

Staff involved in inspection functions must commit to a process of continuing education and keep adequately informed of new

development in motor vehicle inspection practices

2.5.1.9 Judgment

Staff involved in inspection must clearly demonstrate the link between the judgment reached and the evidence on which they are based. Inspectors must also avoid unnecessary delays in reaching their decisions and recommendations.

2.5.1.10 Confidentiality

Staff must maintain client confidentiality at all times. Information gathered during inspection shall strictly be used for arriving at suitable decisions or recommendations and shall not be provided to third parties unless authorized under law or contract.

2.5.1.11 Reporting

Staff conducting inspection must report findings in an objective and transparent manner. They must also clearly document reasons for decisions. Inspection records such as reports and photographs must be kept in an accessible and secure format.

2.5.1.12 Acting in accordance with organization policies and processes

Staff conducting inspection must act in accordance with all codes of conduct and policies, and procedures of EAA including Human Resource policy.

2.5.1.13 Periodic Review and Audit

This code of conduct will be subject to review and audit

PROFILES OF KEY PERSONNEL

Name	Position	Years of Experience in proposed position
JAPAN Head Office		
Toyohiko Hashino	General Manager	15 years
David Taligedha Kyakulaga	Team Leader/Project manager	12 years
Koichi Mizue	Technical Manager	14 years
Omari Ally Omari	Head of ICT and Order Processing	12 years
Yuta Komuro	Quality Assurance Manager,	8 years
Kosuke Mihama	Operating Officer	13 years
Yuuni Miyamoto	Accountant manager	12 years
Shinji Koguma	Operating Manager	11 years
Satomi Kajiwara	Document section manager	10 years
Yui Nakajima	Affairs and Secretary	9 years

RESUME OF PROPOSED PERSONNEL

The Bidder shall provide all the information requested below. Fields with asterix (*) shall be used for evaluation.

Position* Team Leader/Project manager		
Personnel information	Name *	Date of birth
	Eng. David Taligedha Kyakulaga 30th April 1963	
Professional qualifications: Master of Engineering (Mechanical), Bsc. Eng. Hons (Mechanical), MUIPE, R. Eng.		
Present employment	Name of Employer	
	EAA Company Limited	
	Address of Employer 1-20-5 Rinkan, Yamato-shi, Kanagawa-ken	
	Telephone: +81-46-205-7611	Contact: Toyohiko Hashino
	Fax: +81-46-205-7610	E-mail: hashino@eaa-s.jp
Job title: Project manager	Years with present Employer: 12yrs	

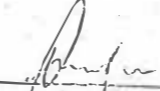
Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position, and Relevant Technical and Management Experience*
2009	to date	EAA Company Limited, Project Manager. Strategic and Operations management of company's business for the Uganda PVoC Project.
2000	2008	Ministry of Works and Transport (Uganda), Safety Officer. Was in charge of transport safety promotion and regulation. Participated in transport safety stakeholder coordination, formulation and implementation of transport safety regulations as the Traffic and Road Safety Act.
1998	2000	Roofings Uganda Limited, Maintenance Engineer. Was responsible for maintenance planning and implementation. Was also in charge of safety management and head of maintenance team.
1994	1997	Total Uganda Limited, Sales Representative. Was in charge of sales management and supply chain of petroleum products in assigned sales territories. Managed both retail and commercial consumer channels and was responsible sales development, technical and product support.
1992	1994	Caltex Oil (U) Limited, Sales Engineer. Was responsible for product quality and technical support to sales department. Guided users on product applications and conducted lubrication surveys in industries.

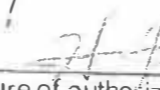
1988	1992	Uganda Railways Corporation, Mechanical Engineer Was responsible for planning and supervision of locomotive preventive maintenance. Was also in charge of technical records, locomotive power availability and utilisation analysis.
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Certification:

I, the undersigned, certify that these correctly describe me, my qualifications, my experience and I confirm my availability for the period of the contract. I am able to interpret specifications laid out in the Used Vehicle Inspection Standards, and am proficient in Microsoft Office Tools applications.


[Signature of staff member]

Date: 20th March 2022


[Signature of authorized representative of the firm]

Date: 20th March 2022

Full Name of staff member: David Taligedha Kyakulaga

Full Name of Authorized representative: Toyohiko Hashino



Curriculum Vitae for Proposed Professional Staff

Position: Project manager
Name of Bidder: EAA Company Limited
Name of Staff: David Taligedha Kyakulaga
Profession: Mechanical Engineer
Date of Birth: 30th April 1963
Years with Firm: 12 years, Nationality: Ugandan



Membership in Professional Societies:
Corporate member, Uganda Institutions of Professional Engineers

Detailed Tasks Assigned: Responsible for providing specialist advice to EAA business and management system. Support affective liaison with East Africa region

Key Qualifications: (Relevant to the Assignment)

1. Corporate Member, Uganda Institutions of Professional Engineers
2. Master of Engineering, Mechanical (Makerere University Uganda) -2003
3. Bachelor of Science in Engineering (Hons) – (Makerere University Uganda) -1988
4. Certificate in Motor Vehicle Inspection –(HITC - Japan) -2001
5. Diploma, Public Transport and Environment Management (SIRTI – Sweden) -2002
6. Certificate, Maintenance of Diesel Locomotives (RITES, IRIME – India) -1991

Education: (& professional Qualifications)

1. Corporate Member, Uganda Institutions of Professional Engineers
2. Master of Engineering, Mechanical (Makerere University Uganda) -2003
3. Bachelor of Science in Engineering (Hons) – (Makerere University Uganda) -1988
4. Certificate in Motor Vehicle Inspection –(HITC - Japan) -2001
5. Diploma, Public Transport and Environment Management (SIRTI – Sweden) -2002
6. Certificate, Maintenance of Diesel Locomotives (RITES, IRIME – India) -1991

Employment Record:

1988 – 1992: Mechanical Engineer, Uganda Railways Corporation
1992 – 1994: Sales Engineer, Caitex Oil Uganda Limited
1994 – 1997: Sales Representative, Total Uganda Limited
1998 – 2000: Maintenance Engineer, Roofings Uganda Limited
2000 – 2008: Safety Officer, Ministry of Works and Transport (Uganda)
2009 – todate: Technical Manager, Country Liaison Officer (Uganda), EAA Company Limited

Languages:

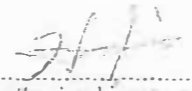
English, Swahili

Certification:

I, the undersigned, certify that these correctly describe me, my qualifications, my experience and I confirm my availability for the period of the contract.

 Date: 20th March 2022
(Signature of staff member)

Full name of staff member: David Taligedha Kyakulaga

 Date: 20th March 2022
(Signature of Authorized representative of the firm)

Full name of authorized representative: Toyohiko Hashino
Proposed Position: General Manager
Name of Bidder: EAA Company Limited
Curriculum Vitae for Proposed Professional Staff

MAKERERE

UNIVERSITY

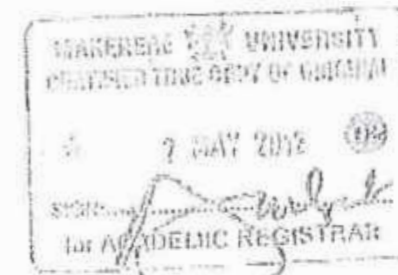
THIS IS TO CERTIFY THAT

DAVID TALIGEDHA KYAKULAGA

having satisfied the requirements
for the award of the

(SECOND CLASS WITH HONOURS (LOWER DIVISION))

was admitted to the degree of a Congregation
held on the ~~20th~~ day of ~~January~~
in the year ~~1990~~





Academic Registrar's Office
P.O. Box 7052
KAMPALA.

DATE: 27th June, 1989

ACADEMIC TRANSCRIPT

NAMES (SURNAME FIRST) KYAKUBAGA, David Valigedde,
REG NO. 54/386 FACULTY of Technology HALL Lomumba

YEAR OF REGISTRATION: October, 1984

FIRST YEAR EXAMINATION: B.Sc. (Eng.) I DATE: June, 1985 GRADES*

SUBJECTS	PAPERS:	GRADES*
1. Engineering I June, 1985	1. Electrical Engineering I	D
	2. Fluid Mechanics I	C
	3. Strength of Materials	A
	4. Fluids and Strength of Materials	C
	5. Mathematics I	C
2. Engineering II June, 1985	6. Thermodynamics	B
	7. Engineering Drawing	C
	8. Mechanics	C
	9. Laboratory	E
3. Engineering III June, 1985	1. Computing	B+
	2. Mathematics II	C
	3. Electrical Engineering II	C
	4. Strength of Materials	C

FINAL EXAMINATION: DATE: GRADES*

SUBJECT:	PAPERS:	GRADES*
Engineering III June, 1987	5. Mechanics of Machines and Auto Control Engineering	D
	6. Materials Science	B
	7. Thermodynamics	C
	8. Laboratory	D
Engineering IV June, 1988	1. Mathematics III	B+
	2. Fluid Mechanics II	B
	3. Machine Design	B+
	4. Fluid Mechanics	C
	5. Properties of Materials	B
	6. Manufacturing Processes	B
	7. Laboratory	B
KEY TO GRADES:	1. Management and Industrial Organisation	B
	2. Operations Research	B
	3. Auto Fluid Mechanics	B
	4. Auto Thermodynamics	B
	5. Project	B

AWARDS: Bachelor of Science in Engineering (Second Class Honours)
Lower Division - Range of Makerere University - June, 1988

KEY TO GRADES:
A = 70 - 100%
B = 60 - 69%
C = 50 - 59%
D = 40 - 49%
E = 35 - 39% (Compartmental Pass)
F = 32 - 34% (Fail)



FOR ACADEMIC REGISTRAR

MAKERERE UNIVERSITY
ACADEMIC REGISTRAR
2 JULY 2017

Uganda National Examinations Board



This is to certify that the candidate named below sat for the Examination for the Uganda Certificate of Education and qualified for the award of a

Uganda Certificate of Education

IN THE YEAR 1988

NAME: KYAKUBAGA, David Valigedde

REGISTRATION NUMBER: 54/386

[Signature]

Secretary
Uganda National Examinations Board

[Signature]

Chairman
Uganda National Examinations Board

U 024242

(See overleaf)

[Handwritten mark]

Uganda National Examinations Board



This is to certify that the candidate named below sat for the Examination for the Uganda Advanced Certificate of Education and qualified for the award of a

Uganda Advanced Certificate of Education

The candidate passed at the level shown (Principal or Subsidiary) in the subjects named and attained the Grade(s) as indicated

NAME OF CANDIDATE: *[Faint text]* GRADE: *[Faint text]*

Subject	Grade
<i>[Faint text]</i>	<i>[Faint text]</i>
<i>[Faint text]</i>	<i>[Faint text]</i>
<i>[Faint text]</i>	<i>[Faint text]</i>

[Signature]

Secretary
Uganda National Examinations Board

[Signature]

Chairman
Uganda National Examinations Board

U 038530



Uganda National Roads Authority
Plot 3-b New Bomul Road, Nakawa
UAP Business Park
P.O. Box 28487
Kampala Uganda
In any correspondence outline subject
Please quote No UNRA/17/HRM/0128

8 February 2017

RECOMMENDATION FOR MR. KYAKULAGA DAVID TALIGEDHA

This is to certify that Mr. Kyakulaga David Taligedha worked with Uganda National Roads Authority (UNRA), as a Mechanical Engineer- Plant & Equipment from 01 July 2008 up to 30 June 2015 when his contract expired.

In broad terms, Mr. Kyakulaga was responsible for maintenance management of vehicles, plant and equipment in the Authority, including the following:

1. Preparing draft annual guidelines, indicative budgets and programme for operation and maintenance of road construction equipment, vehicles and ferries.
2. Preparing funding allocations and monitoring expenditures against planned activities and physical outputs.
3. Continuous monitoring of road equipment and vehicle mechanical condition.
4. Maintaining a register of vehicles, plant and equipment and workshop tools.
5. Maintaining a register of garages for repair and maintenance of vehicles, plant and equipment, and a list of service providers for spare parts and specialized services.
6. Compiling and updating the Equipment and Vehicle Maintenance Management Procedures Manual.
7. Preparing technical specifications for ferries as and when need arises.
8. Determining the requirements of consumables, oils and lubricants for road equipment and ferries.
9. Preparing workshop operational guidelines and safety standards.
10. Preparing standard bid documents for use in procurement of vehicles, equipment and mechanical services.

These duties were carried out satisfactorily. Any assistance rendered to him is appreciated.

[Signature]
Margaret Nabukenya
Ag. DIRECTOR HUMAN RESOURCE

[Handwritten marks]



Uganda National Roads Authority
CERTIFICATE OF SERVICE

Name of Officer: KYAKULAGA DAVID TALIGEDHA
Identity Card Number: UNRA0123
Directorate / Department: OPERATIONS
Position held on leaving the Service: MECHANICAL ENGINEER - PLANT AND EQUIPMENT
Period of Service: From: 01/07/2006 To: 30/06/2015
Type of engagement: Fixed / Temporary Terms: FIXED
Nature of work: MANAGEMENT AND MAINTENANCE OF VEHICLES, PLANT AND EQUIPMENT OF THE AUTHORITY
Last Workstation Served: UNRA HEADQUARTERS
Nature of Separation: EXPIRY OF CONTRACT

Allen C. Kagina
Allen C. Kagina
EXECUTIVE DIRECTOR

Date: *30/6/15*

MAKERERE



UNIVERSITY

This is to Certify That

DAVID TALIGEDHA KYAKULAGA

was awarded the degree of

MASTER OF ENGINEERING (MECHANICAL)

and was admitted to the degree
at a Makerere University Congregation
held on *21st November, 2003*

W. M. M. M.
Vice-Chancellor

M/E 00029

Shah

Academic Registrar

Shah



Office of the Registrar, P. O. Box 7022 Kampala, Uganda • Tel: +256 41 527525/253253/2534 • Fax: +256 41 511188 • E-mail: registrar@mak.ac.ug

Academic Transcript
(Postgraduate Programme)

NAME: DAVID TALIGEDHA KYAKUJAGA SEX: M NATIONALITY: UGANDA
 DATE OF BIRTH: 20/07/1974 INSTITUTION: Engineering, Technical University of Kampala
 COURSE: Transportation Technology

COURSE DESCRIPTION AND GRADES	COURSE DESCRIPTION AND GRADES
REQUIREMENTS (ACADEMICALLY) COURSE UNIT 1. Transport Management (6) 2. Study the Application of Engineering (6) 3. Statistics (6) 4. Transportation Engineering (6) 5. Project (12)	COURSE DESCRIPTION AND GRADES 1. Business Administration II (C) 2. Research Methods (C) 3. Production Planning and Control (B) 4. Materials Handling and Management (B) 5. STAT. 275 (B) 6. STAT. 283 (B)
REQUIREMENTS (ACADEMICALLY) COURSE UNIT 1. English Administration (6) 2. Energy Planning and Management (6) 3. Vehicle Engineering (6) 4. Transport Engineering (6) 5. Project (12)	MARKS Study of Transport Management (6) (B) Project on Transport Management (12) (B)

DATE OF COMPLETION: 20/11/2002 DATE OF GRADUATION: 20/11/2002
 GRADE: B **OF ACADEMIC REQUIREMENTS**

ENVIRONMENT AND PUBLIC TRANSPORT MANAGEMENT
 SEPTEMBER 30-NOVEMBER 6
 SWEDEN 2002

DIPLOMA

This is to Certify that
David Taligedha Kyakujaga
 Ministry of Works, Housing and Communications
 Uganda

has participated and completed the
 Advanced International Training Programme
 on Environment and Public Transport Management
 in Sweden, September 30 - November 6, 2002.
 The programme has been arranged under the auspices and
 sponsorship of Sida - Swedish International Development
 Cooperation Agency and the Swedish National
 Road and Transport Research Institute (VTI).

Linköping, November, 2002

 **Sida**
 Ulrika Forberg
 Programme Manager


Prof. Kenneth Asp
 Director of International Affairs
 **Swedish National Road and Transport Research Institute**





Certificate of Achievement



This is to certify that

David Tabigendha Kyakulaga

attended the Training Workshop on

PROJECT PLANNING, MONITORING AND EVALUATION

sponsored by the **Arab Bank for Economic Development in Africa (BADEA)**

and executed by the **Eastern and Southern African Management Institute (ESAMI)**

Kampala - Uganda, 7th July - 1st August, 2003

David Tabigendha Kyakulaga
Arab Bank for Economic Development in Africa (BADEA)

David Tabigendha Kyakulaga
Eastern and Southern African Management Institute (ESAMI)

Certificate

This is to certify that Mr. David Tabigendha Kyakulaga has successfully completed Specially Offered Training Course

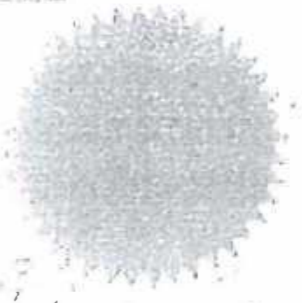
in Practical Training for Motor Vehicle Inspection System at Ministry of Land, Infrastructure and Transport and Automobile Inspection and Registration Association

from November 6, 2001 to December 12, 2001 organized by the Japan International Cooperation Agency under the International Cooperation Program of the Government of Japan.

川口隆朝

TAKAO KAWAKAMI
PRESIDENT
JAPAN INTERNATIONAL COOPERATION AGENCY
JAPAN

Date: December 12, 2001



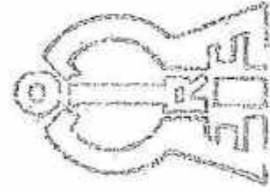
Handwritten signature

No 107/10

Indian Railways

Institute of Mechanical & Electrical Engineering

Varanasi-811214



Certificate

We are pleased to certify that

Mr. D. C. Kyakulaga of Uganda

attended the International course of instruction in

Maintenance of Diesel Locomotives

conducted from 7th January, 1991 to 3rd March, 1991 at this Institute.



This is to certify that
Mr. DAVID TALIGEDHA KYAKULAGA
of the Uganda Railways Corporation
has successfully completed training in
the specialised field of Maintenance
of Diesel Locomotives
at various training centres of India
From 6-1-1991 *To* 30-3-1991

(S. K. Dikshit)
Director Technical
Dated 30-3-91
New Delhi

S. Seshagiri Rao
(M. Seshagiri Rao)
Managing Director



Handwritten initials and a signature in blue ink at the bottom right corner.

THE REPUBLIC OF UGANDA



OFFICE OF THE PRIME MINISTER

STATE OF ISRAEL
MINISTRY OF FOREIGN AFFAIRS



MASHAV

Certificate of Participation

This is to Certify that:-

Kyakulaga David

attended and successfully completed a Course

Titled **EMERGENCY PREPAREDNESS AND DISASTER MANAGEMENT**

Held at **MOSA COURT APARTMENTS, KAMPALA**

From **7TH JULY, 2005** to **12TH JULY, 2005**

Martin Odwede
Permanent Secretary
Office of the Prime Minister

Dr. Odeda Benin-Goren
Workshop Director

Dr. Goldberg Avi
Workshop Director

H. L. Emanuel Seri
Ambassador of the
State of Israel



Certificate of Recognition



This is to recognise that

David Yakulaga Kyakulaga

has completed the

TRAFFIC INJURY PREVENTION COURSE

offered by the

Injury Prevention Initiative for Africa at Makerere University,

KAMPALA, UGANDA

16th - 19th July 2003



Mr. Erastus Njeru, President IPIFA

Dr. Olive Kobusingye, Secretary General IPIFA



Handwritten marks and signatures in the bottom left corner.



THE UGANDA INSTITUTION
OF PROFESSIONAL ENGINEERS

This is to certify that

Kyakulaga David Fobilgedha

was admitted to the class of
Members

of the Uganda Institution
of Professional Engineers

on *2nd March 2005*

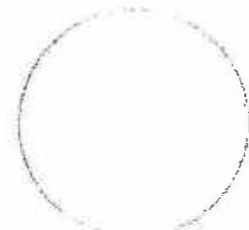
Witness our hands and seal
at Kampala

this *4th* day of *October 2005*

[Signature] PRESIDENT

[Signature] SECRETARY

[Signature] MEMBER OF COUNCIL



Membership No. PE/695

No. *694*



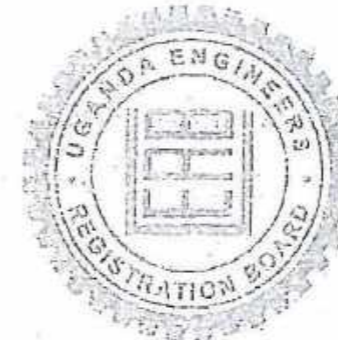
THE REPUBLIC OF UGANDA

ENGINEERS REGISTRATION BOARD

It is hereby certified that

KYAKULAGA J. DAVID

has satisfied the Board pursuant and in accordance with the provisions of the Engineers Registration Act, Cap 271, section 20 and that at the meeting of the Board held on the *15th* day of *Nov*, 20*11* was added to the Register of Engineers legally authorised to practise in the Republic of Uganda.



[Signature]
Chairman

[Signature]
Registrar

[Signature]
Member

This certificate is the property of the Engineers Registration Board

[Handwritten initials]

Date of issue : 2011.5.23
 Certification No : SM-11523
 Course No : ISO 17020

修了証

CERTIFICATE

ISO 17020 内部監査員養成コース
 ISO Continuing Professional Development

David T. Kyakulaga 殿

あなたはセイコーメイクス株式会社主催の
 ISO 17020 内部監査員養成コースを
 修了したことを証明いたします。

This is to certify that the person mentioned above has completed a training
 course, entitled ISO 17020 Continuing Professional Development Course by
 SEIKOH MAKES Co., Ltd.

研修コース実施日 : 2011年5月16日・5月23日
 Date conducted : May. 23 - May. 16, 2011



SEIKOH MAKES
 Auditor Training Provider

セイコーメイクス 株式会社
 代表取締役社長 佐藤 信夫
 President Nobuo Satou



TENDER NO. PA/044/2021/2022/HQ/NC/19

Team composition and task assignments (Republic of Tanzania TBS Project)

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position* Lead inspector		
Personnel information	Name *	Date of birth
	Koichi Mizue	28th Jan. 1960
Professional qualifications: Bachelor of Science in Engineering		
Present employment	Name of Employer	
	EAA Company Limited	
	Address of Employer 1-20-5 Rinkan, Yamato-shi, Kanagawa-ken	
	Telephone: +81-46-205-7611	Contact: Toyohiko Hashino
	Fax: +81-46-205-7610	E-mail: hashino@eaa-s.jp
Job title: Lead Inspector		Years with present Employer: 11yrs

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position, and Relevant Technical and Management Experience*
2008	to date	Lead inspector, EAA Company Limited
1998	2008	Shell Oil Japan Co. Technical Manager

Certification:

I, the undersigned, certify that these correctly describe me, my qualifications, my experience and I confirm my availability for the period of the contract.

水沢 浩一
 [Signature of staff member]

Date: 20th March 2022

佐藤 信夫
 [Signature of authorized representative of the firm]

Date: 20th March 2022

Full Name of staff member: Koichi Mizue

Full Name of Authorized representative: Toyohiko Hashino

Curriculum Vitae for Proposed Professional Staff

Position: Lead inspector

Name of Company: EAA Company Limited

Name of Staff: Koichi Mizue

Profession: Mechanical Engineer

Date of Birth: 28th Jan 1960

Years with Firm: 14 years

Nationality: Japanese

Membership in Professional Societies:

Detailed Tasks Assigned: Responsible for engineering and the efficient and safe movement of inspection facility

Key Qualifications: (Relevant to the Assignment)
Bachelor of automotive in engineering

Education: (& professional Qualifications)
Yokohama Shogyo High School
Yokohama National University

Employment Record:
Shell Oil Japan 20years
To present - EAA Company Limited

Languages:
Japanese, English, Swahili

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

水江浩一

Date: 20th March 2022

(Signature of staff member)

Full name of staff member: Koichi Mizue

トヨヒコ

Date: 20th March 2022

(Signature of Authorized representative of the firm)

Full name of authorized representative: Toyohiko Hashino
Proposed Position: General Manager
Name of Bidder: EAA Company Limited



No. 593010

学位記

氏名 水江 浩一

生年月日 昭和 35 年 1 月 28 日

本学工学部自動車工学学科所定の課程を修めて本学を卒業したことを認め、学士(自動車工学)の学位を授与する

昭和 58 年 3 月 20 日

横浜大学工学部自動車工学部長 加藤



No.593010

Diploma

Name Koichi Mizue
Date of birth 28th January 1960

Graduated from the Faculty of Engineering, Faculty of Engineering, Department of Automotive Engineering, and awarded a bachelor's degree (automotive engineering).

March 20, 1983

Director of Yokohama University Faculty of Engineering Takeshi Kato



TENDER NO. PA/044/2021/2022/HQ/NC/19

(Signature of Authorized representative of the firm)
Full name of authorized representative: Toyohiko Hashino



Driver's License
Koichi Mizue
Date of birth 28th Jan, 1960
License No. 457600823111

Handwritten signatures in blue ink.

Date of issue : 2011.5.23
 Certification No : SM-11523
 Course No : ISO 17020

修了証

CERTIFICATE

ISO 17020 内部監査員養成コース
 ISO Continuing Professional Development

水江 浩一 殿
 Mr. Koichi Mizue

あなたはセイコーメイクス株式会社主催の
 ISO 17020 内部監査員養成コースを
 修了したことを証明いたします。

This is to certify that the person mentioned above has completed a training course, entitled ISO 17020 Continuing Professional Development Course by SEIKOH MAKES Co., Ltd.

研修コース実施日 : 2011年5月16日・5月23日
 Date conducted : May. 23 - May. 16, 2011



SEIKOH MAKES
 Auditor Training Provider

セイコーメイクス 株式会社
 代表取締役社長 佐藤 信夫
 President Nobuo Satou



TENDER NO. PA/044/2021/2022/HQ/NC/19

RESUME OF PROPOSED PERSONNEL

The Bidder shall provide all the information requested below. Fields with asterix (*) shall be used for evaluation.

Position* Head of ICT and Order Processing (Database Developer)		
Personnel information	Name *	Date of birth
	Omary Ally Omary	17th Dec. 1975
Present employment	Professional qualifications; Bachelor of Engineering – Designing and Technology Electronic Computer Devices	
	Name of Employer	
	EAA Company Limited	
	Address of Employer 1-20-5 Rinkan, Yamato-shi, Kanagawa-ken	
	Telephone; +81-46-205-7611	Contact; Toyohiko Hashino
	Fax; +81-46-205-7610	E-mail; hashino@eaa-s.jp
Job title: Database Developer		Years with present Employer; 11yrs

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position, and Relevant Technical and Management Experience*
2008	to date	EAA Company Limited, Head of ICT and Order Processing (Database Developer) <ul style="list-style-type: none"> Responsibilities include developing and maintaining ICT infrastructure, Database design and security, Management of server software and associated back routines, Managing the internal network.
2005	2008	Piansee Japan Ltd, ICT Manager. In charge of network infrastructure, database development, system testing and commissioning
2001	2005	Fusion System Japan, IT Manager Responsible for all IT related activities including software design, programming, system acceptance tests and integration; and infrastructure maintenance.

Certification:

I, the undersigned, certify that these correctly describe me, my qualifications, my experience and I confirm my availability for the period of the contract.


 [Signature of staff member] Date: 20th March 2022


 [Signature of authorized representative of the firm] Date: 20th March 2022

Full Name of staff member: Omary Ally Omary
 Full Name of Authorized representative: Toyohiko Hashino

OMARI ALLY OMARI

Database Developer

PERSONAL SUMMARY

Omari is a multi-skilled IT manager with all round technical expertise. He has the ability to ensure smooth running of ICT and customer order processing. He has practical knowledge of complex systems builds, hardware and software, software support and computer repair.

REPORTING: This position reports to Head of Operations



WORK EXPERIENCE

- Fusion System Japan 4 years
- Plansec japan Ltd. 3 years
- EAA-2008 – Present

DUTIES

- Providing support to users
- Developing and maintaining EAA secure ICT infrastructure to ensure its availability 24/365
- Processing inspection requests and automating low risk information feedback to dealers
- Upgrading and maintaining EAA website
- Management of server software and associated back up routines
- Database design and security
- Managing the internal network infrastructure including firewalls, switches and telephones

KEY SKILLS AND COMPETENCIES

- Extensive knowledge of Microsoft windows server 2010, wired and wireless networking skills, desktop and server hardware and antivirus and remote support products.

ACADEMIC QUALIFICATION

Bachelor of information technology in Engineering

NATIONALITY: Tanzania

LANGUAGES: English, Japanese, Swahili, Chinese- Mandarin

Certification:

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



(Signature of staff member) Date: 20th March 2022

Full name of staff member: Omari Omari Ally

(Signature of Authorized representative of the firm) Date: 20th March 2022

Full name of authorized representative: Toyohiko Hashino

Proposed Position: General Manager

Name of Bidder: EAA Company Limited

汉语水平证书

CERTIFICATE OF CHINESE PROFICIENCY



奥马利

系 坦桑尼亚 人，

于 19 99 年 7 月 11 日 参加

汉语水平考试 (HSK)，获得汉语 初等 水平

B 级证书。



国家汉语水平考试委员会

主任 韦钰

证书号码 9901010736 19 99 年 7 月 18 日

中国 北京

The State Commission of the Chinese Proficiency Test
Beijing, China

Jul 18, 19 99

Let it be known that OMARI ALLY

from TANZANIA

took the Chinese Proficiency Test (HSK) administered on Jul 11, 19 99, obtaining grade B at the Elementary level and is hereby awarded this certificate of proficiency in Chinese.

No. 9901010736

Director Wei Yu

(Handwritten initials)

结业证书



坦桑尼亚国 学生 奥马利 (OMARY
OMARY ALIY) 性别 男, 一九七五年
十二月十七日生。一九九九年九月至二
〇〇三年七月作为 本科生 在上海大学
计算机工程与科学学院 学习 计算机科
学与应用, 学习期满, 准予结业。

特此证明。

中华人民共和国
上海大学

CSC No. 19998834010

编号: 2003P.1159

二〇〇三年七月十一日

Certificate of Excellence

Microsoft
CERTIFIED
Professional

OMARY ALIY

Has successfully completed the requirements

to be recognized as a **Microsoft Certified Professional**

Signed by *Bill Gates*

Bill Gates

vmware®



Certification of Completion
is hereby granted to

Omary Ally Omary

in recognition of successful participation in
VMware vSphere: Transition to ESXi Essentials [V4.1]

vmware® EDUCATION SERVICES

Self-Paced Course

Paul Maritz, President & CEO

DATE OF COMPLETION: April 29 2011

Instructor

Certificate of Education

This is to certify that

Omary Ally Omary

successfully completed the

APJ-On-boarding (Australia & New Zealand)

course

Pamela Lim
Director, Channels Training
APJ

Jun 02, 2011

Date of Completion



Certificate of Education

This is to certify that

Omary Ally Omary

successfully completed the
APJ - Storage SALES Specialty

training course.



Jul 25, 2011

Valid for one year from date of issue

A handwritten signature in black ink, appearing to read "Greg Davis", written over a horizontal line.

Greg Davis
Vice President and General Manager of Global Commercial Channels

Certificate of Education

This is to certify that

Omary Ally Omary

successfully completed the
APJ - Compellent Storage Quick Start

training course.



Jun 26, 2011

Valid for one year from date of issue

A handwritten signature in black ink, appearing to read "Greg Davis", written over a horizontal line.

Greg Davis
Vice President and General Manager of Global Commercial Channels

Certificate of Education

This is to certify that

Omary Ally Omary

successfully completed the
APJ - Solution Competencies TECHNICAL Specialty

training course.



A handwritten signature in black ink, appearing to read "Greg Davis", written over a horizontal line.

Greg Davis
Vice President and General Manager of Global Commercial Channels

Jun 27, 2011

Valid for one year from date of issue

Certificate of Education

This is to certify that

Omary Ally Omary

successfully completed the
APJ - Storage TECHNICAL Specialty

training course.



A handwritten signature in black ink, appearing to read "Greg Davis", written over a horizontal line.

Greg Davis
Vice President and General Manager of Global Commercial Channels

Jul 28, 2011

Valid for one year from date of issue

Handwritten initials in blue ink, possibly "JD", located in the bottom left corner of the page.

Dell Partner Course Completion Certificate

Dell Worldwide Partner Learning and Development Team certifies that
on this date Jul 25, 2011

Omary Ally Omary

has successfully completed the certification course

PSSS0908WBTS - EqualLogic Sales (Sales Training)

Valid for one year from date of issue



Greg Davis
Vice President and General Manager
of Global Commercial Channels



Dell Partner Course Completion Certificate

Dell Worldwide Partner Learning and Development Team certifies that
on this date Jul 28, 2011

Omary Ally Omary

has successfully completed the certification course

PSST1108WBTT - EqualLogic Technical 5.0

Valid for one year from date of issue



Greg Davis
Vice President and General Manager
of Global Commercial Channels



Team composition and task assignments (Tanzania TBS Project)

The Bidder shall provide all the information requested below. Fields with asterix (*) shall be used for evaluation.

Position* Quality manager and Risk Analyst		
Personnel information	Name *	Date of birth
	Yuta Komuro	2nd July, 1990
Professional qualifications; Bachelor of International Business Information		
Present employment	Name of Employer	
	EAA Company Limited	
	Address of Employer 1-20-5 Rinkan, Yamato-shi, Kanagawa-ken	
	Telephone; +81-46-205-7811	Contact; Toyohiko Hashino
	Fax; +81-46-205-7610	E-mail; hashino@eaa-s.jp
Job title; Quality Manager/Risk Analyst		Years with present Employer; 5yrs

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From*	To*	Company, Project, Position, and Relevant Technical and Management Experience*
2014	to date	Quality manager and Risk Analyst, EAA Company Limited

Certification:

I, the undersigned, certify that these correctly describe me, my qualifications, my experience and I confirm my availability for the period of the contract.

小室 雄大 Date: 20th March 2022
[Signature of staff member]

中村 Date: 20th March 2022
[Signature of authorized representative of the firm]

Full Name of staff member: Yuta Komuro
Full Name of Authorized representative: Toyohiko Hashino

Curriculum Vitae for Proposed Professional Staff

Position: Quality manager and Risk Analyst

Name of Company: EAA Company Limited

Name of Staff: Yuta Komuro



Profession: Quality Manager

Date of Birth: 2nd July 1990

Years with Firm: 5 years Nationality: Japanese

Membership in Professional Societies:

Detailed Tasks Assigned: Responsible for the maintenance operation and improvement deliver our annual program to work

Key Qualifications: (Relevant to the Assignment)

Bachelor of International Business information
Diploma in quality management

Education: (& professional Qualifications)

Nihon University

Employment Record:

To present – EAA Company Limited

Languages:

Japanese, English

Certification:

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

小室 雄大 Date: 20th March 2022
(Signature of staff member)

Full name of staff member: Yuta Komuro

中村 Date: 20th March 2022
(Signature of Authorized representative of the firm)

Full name of authorized representative: Toyohiko Hashino

Proposed Position: General Manager

Name of Bidder: EAA Company Limited

No. 1014090

国卒証第000137号

卒業証明書

無効

氏名 小室 雄太

生年月日 平成 2年 7月 2日

学位記

本学国際関係学部ビジネス情報学科所定の課程を修めて本学を卒業したことを認め、学士（国際関係ビジネス情報）の学位を授与する

上記の事項を証明する

平成26年 3月26日

効

日本大学国際関係学部長 佐藤

三武朗



Graduation certificate

Name Yuta Komuro

Date of Birth 1990/7/2

Diploma

Faculty of International Relations, Faculty of International Relations, Business Information Department Recognition of graduating from the University with the required degree and awarded a bachelor's degree (International Business Information)

Prove the above items

2014/3/26

Nihon University College of International Relations Saburo Sato

Handwritten initials in blue ink.

Date of Issue : 2014.5.15
Certificate No. : SM-11958
Course No. : ISO 17020

修了証

CERTIFICATE

ISO 17020 内部監査員養成コース
ISO Continuing Professional Development

小室 雄太 殿

YUTA KOMURO

あなたはセイコーメイクス株式会社主催の
ISO 17020 内部監査員養成コースを
修了したことを証明いたします。

This is to certify that the person mentioned above has completed a training
course, entitled ISO 17020 Continuing Professional Development Course by
SEIKOH MAKES Co., Ltd.

研修コース実施日 : 2014年5月11日・5月15日
Date conducted : May. 11 - May. 15, 2014



SEIKOH MAKES
Auditor Training Provider

セイコーメイクス 株式会社
代表取締役社長 佐藤 信夫
President Nobuo Satou



TENDER NO. PA/044/2021/2022/HQ/NC/19



- 38 -

PROFESSIONAL SUPERVISORS
AND
KEY STAFF AT EACH
PORT/INSPECTION SITE

--- EAA COMPANY LIMITED ---



TENDER NO. PA/044/2021/2022/HQ/NC/19

SUPERVISORS

Technical Manager

Koichi Mizue



YCC1411-22 Daikokujuku, Tsurumi-ku, Yokohama-shi, Kanagawa-ken, Japan 230-0054
Telephone: 045-716-8511 | Facsimile: 045-716-8322
Email: info@eaa-s.jp

Professional Summary

Experienced certified Vehicle Inspector with an in-depth knowledge of Used Vehicle Roadworthiness inspection regulations and requirements for various importing Countries. Extremely focused and attentive on every detail when inspecting vehicles. Mizue san has 10 years of experience with motor vehicle inspections.

Core Qualifications

- Thorough knowledge of Used Vehicle Roadworthiness Inspection requirements
- Understanding of emission and radiation testing requirements
- Extensive understanding of all motor vehicle mechanical systems
- Meets continuing education requirements to keep up with advancements in technology for inspection purposes
- Extensive automotive background and knowledge
- Experience with both private and commercial vehicle inspections
- Full understanding of our ISO 17020 accreditation principles

Experience

Vehicle Inspector EAA Japan	1/10/2005 – 30/08/2008 Yokohama, Japan
<ul style="list-style-type: none"> • Worked at an inspection station inspecting all vehicles being exported to Zambia, Uganda and Tanzania. • Conducted thorough inspections and issued pass/fail documentation. • Tested emission control systems, inspected tyres for tread wear, lighting electrical systems and all safety related features in order to pass inspected vehicles. 	
Technical Manager EAA Company Ltd	01/09/2006 – Current date Yokohama, Japan
<ul style="list-style-type: none"> • Responsible for inspection audit and control of Company inspection procedures and system updates. • In-depth knowledge of ISO Accreditation and Company inspection processes and procedures. • Creating and deploying departmental quality objectives • Progress management of quality education plan 	

水江 浩一

----- Date: 20th December 2021
(Signature of staff member)

Full name of staff member: Koichi Mizue

水江 浩一

----- Date: 20th December 2021



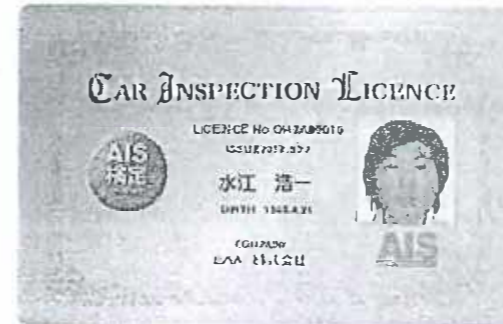
TENDER NO. PA/044/2021/2022/HQ/NC/19

(Signature of Authorized representative of the firm)
Full name of authorized representative: Toyohiko Hashino

Certificate of Passing AIS Inspection Technical Course
CAR INSPECTION LICENCE
AIS検定3級
合格証書
LICENCE No. GK42A09035
EAA 株式会社
水江 浩一 殿



貴殿は当社の定める検定資格に合格したことを証します
平成29年9月22日

Driver's License
Koichi Mizue
Date of birth 28th Jan, 1960
License No. 457600823111

水江 浩一

Chief Inspector Hideki Ishii



YCC1411 22 Daikokucho, Tsurumi-ku, Yokohama-shi, Kanagawa-ken, Japan 230-0054
Telephone: 045-716-8311 | Facsimile: 045-716-8322
Email: @eaa-s.jp

Professional Summary

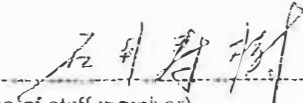
A trained, certified and experienced Vehicle Inspector with a wealth of knowledge in Used Vehicle Roadworthiness Inspections. Hideki has over time worked on PVoC for various Importing Countries. He is a keen professional who pays attention to every detail during vehicle inspection process and has the ability to make independent judgement and unbiased reports.

Core Qualifications

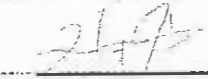
- Thorough knowledge of Used Vehicle Roadworthiness Inspection requirements
- Understanding of emission and radiation testing requirements
- Extensive understanding of all motor vehicle mechanical systems
- Meets continuing education requirements to keep up with advancements in technology for inspection purposes
- Extensive automotive background and knowledge
- Experience with both private and commercial vehicle inspections

Experience

Technical Inspector EAA Japan	2012 – current date Yokohama, Japan
<ul style="list-style-type: none"> • Works at an inspection station inspecting all vehicles being exported to Zambia, Uganda and Tanzania. • Responsible for conducting thorough inspections and issuance of pass/fail documentation. • Tested emission control systems, inspected tyres for tread wear, lighting electrical systems and all safety related features in order to pass inspected vehicles. • Involved in management of test instruments • Participates in implementation of quality goals of the inspection department 	

 Date: 20th December 2021
(Signature of staff member)

Full name of staff member: Hideki Ishii

 Date: 20th December 2021
(Signature of Authorized representative of the firm)

Full name of authorized representative: Toyohiko Hashino

Certificate of Passing AIS Inspection Technical Course
CAR INSPECTION LICENCE

AIS検定3級
合格証書



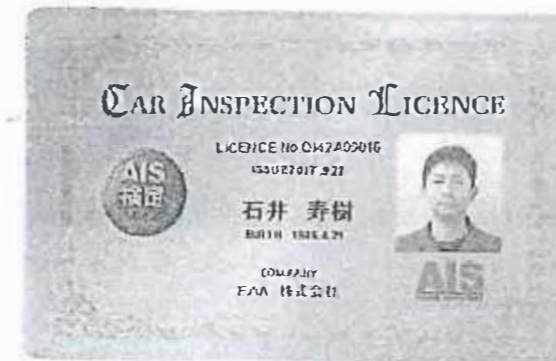
LICENCE No. Q142A09016
EAA 株式会社

石井 寿樹 殿

貴殿は当社の定める検定資格に合格したことを証します

平成29年9月22日

株式会社 AIS



石井 寿樹 4月21日生



Driver's License
Hideki Ishii
Date of birth 21th Apr, 1986
License No. 450501682670



TENDER NO. PA/044/2021/2022/HQ/NC/19

Inspection Supervisor Daisuke Yamaguchi



YCC1411 22 Daikokujuto, Tsurumi-ku, Yokohama-shi, Kanagawa ken, Japan 230-0050
Telephone: 045-716-8311 | Facsimile: 045-716-8322
Email: @eaa-s.jp

Professional Summary

An experienced certified Vehicle Inspector with vast knowledge in Used Vehicle Roadworthiness Inspections. Has over time worked on PVoC for various Importing Countries. Daisuke San is a keen professional who pays attention to every detail during vehicle inspection process.

Core Qualifications

- Thorough knowledge of Used Vehicle Roadworthiness Inspection requirements
- Understanding of emission and radiation testing requirements
- Extensive understanding of all motor vehicle mechanical systems
- Meets continuing education requirements to keep up with advancements in technology for inspection purposes
- Extensive automotive background and knowledge
- Experience with both private and commercial vehicle inspections

Experience

Technical Inspector EAA Japan	2010 – current date Kawasaki, Japan
<ul style="list-style-type: none"> • Works at an inspection station inspecting all vehicles being exported to Zambia, Uganda and Tanzania. • Responsible for conducting thorough inspections and issuance of pass/fail documentation. • Tested emission control systems, inspected tyres for tread wear, lighting electrical systems and all safety related features in order to pass inspected vehicles. • Involved in management of test instruments • Participates in implementation of quality goals of the inspection department 	

(Signature of staff member)

Date: 20th December 2021

Full name of staff member: Daisuke Yamaguchi

(Signature of authorized representative)

Date: 20th December 2021

Full name of authorized representative: Toyohiko Hashino



TENDER NO. PA/044/2021/2022/HQ/NC/19

Certificate of Passing AIS Inspection Technical Course

CAR INSPECTION LICENCE

AIS検定3級

合格証書

LICENCE No.GK42A09037

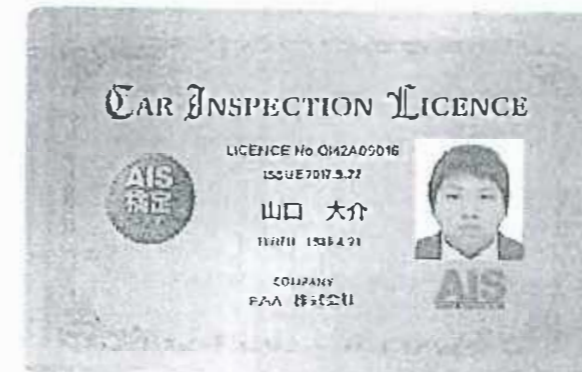
EAA 株式会社

山口 大介 殿



貴殿は当社の定める検定資格に合格したことを証します

平成29年9月22日



山口 大介 京063年12月20日生



Driver's License
Daisuke Yamaguchi
Date of birth 20th Dec, 1988
License No. 450907299380

(Handwritten marks)

Inspection Supervisor Masahito Kanzaki



YCC1411 22 Daikoku-cho, Tsurumi-ku, Yokohama-shi, Kanagawa-ken, Japan 230-0054
Telephone: 045-716-8311 | Facsimile: 045-716-8322
Email: @eaa.s.jp

Professional Summary

A trained, certified and experienced Vehicle Inspector with a wealth of knowledge in Used Vehicle Roadworthiness Inspections. Masahito has over time worked on PVoC for various Importing Countries. He is a keen professional who pays attention to every detail during vehicle inspection process and has the ability to make independent judgement and unbiased reports. He is a good team player with unquestionable integrity.

Core Qualifications

- Thorough knowledge of Used Vehicle Roadworthiness Inspection requirements
- Understanding of emission and radiation testing requirements
- Extensive understanding of all motor vehicle mechanical systems
- Meets continuing education requirements to keep up with advancements in technology for inspection purposes
- Extensive automotive background and knowledge
- Experience with both private and commercial vehicle inspections

Experience

Technical Inspector EAA Japan	2013 – current date Kawasaki, Japan
<ul style="list-style-type: none"> • Works at an inspection station inspecting all vehicles being exported to Zambia, Uganda and Tanzania. • Responsible for conducting thorough inspections and issuance of pass/fail documentation. • Tested emission control systems, inspected tyres for tread wear, lighting electrical systems and all safety related features in order to pass inspected vehicles. • Involved in management of test instruments • Participates in implementation of quality goals of the inspection department 	

(Signature of Masahito Kanzaki)

Date: 20th December 2021

(Signature of staff member)

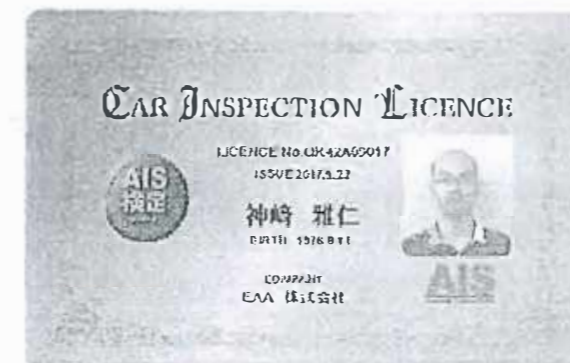
Full name of staff member: Masahito Kanzaki

(Signature of Toyohiko Hashino)

Date: 26th December 2021

(Signature of Authorized representative of the firm)

Full name of authorized representative: Toyohiko Hashino



Driver's License
Masahito Kanzaki
Date of birth 11th Aug, 1976
License No. 459701057211

(Handwritten marks)



TENDER NO. PA/044/2021/2022/HQ/NC/19

Inspection Supervisor Syuzo Ota



YCC1411 22 Daikokucho, Tsurumi-ku, Yokohama-shi, Kanagawa-ken, Japan 230-0054
Telephone: 045-710-8311 | Facsimile: 045-716-8522
Email: @eaa-s.jp

Professional Summary

An excellent team player and experienced Vehicle Inspector with a wealth of knowledge in Used Vehicle Roadworthiness Inspections. Syuzo has previously worked on PVOC for various Importing Countries. He is a keen professional who pays attention to every detail during vehicle inspection process and has the ability to make independent judgement and unbiased reports.

Core Qualifications

- Thorough knowledge of Used Vehicle Roadworthiness inspection requirements
- Understanding of emission and radiation testing requirements
- Extensive understanding of all motor vehicle mechanical systems
- Meets continuing education requirements to keep up with advancements in technology for inspection purposes
- Extensive automotive background and knowledge
- Experience with both private and commercial vehicle inspections

Experience

Technical Inspector EAA Japan	2013 -- current date Kawasaki, Japan
<ul style="list-style-type: none"> • Works at an inspection station inspecting all vehicles being exported to Zambia, Uganda and Tanzania. • Responsible for conducting thorough inspections and issuance of pass/fail documentation. • Tested emission control systems, inspected tyres for tread wear, lighting electrical systems and all safety related features in order to pass inspected vehicles. • Involved in management of test instruments • Participates in implementation of quality goals of the inspection department 	

Syuzo Ota

Date: 20th December 2021

(Signature of staff member)

Full name of staff member: Syuzo Ota

Toyohiko Hashino

Date: 20th December 2021

(Signature of Authorized representative of the firm)

Full name of authorized representative: Toyohiko Hashino



TENDER NO. PA/044/2021/2022/HQ/NC/19

Certificate of Passing AIS Inspection Technical Course

CAR INSPECTION LICENCE

AIS検定級

合格証書

LICENCE No.QO42A00048

EAA 株式会社

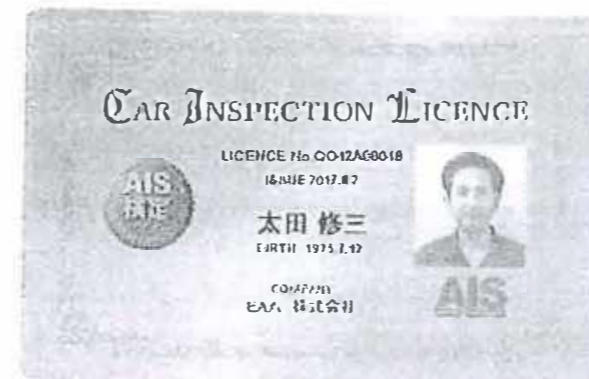
太田 修三 殿



貴殿は当社の定める検定資格に合格したことを証します

平成29年8月2日

株式会社AIS



Driver's License

Syuzo Ota

Date of birth 12th Jul, 1975

License No. 30950518266

Handwritten initials

KEY STAFF AT EACH PORT/INSPECTION SITE

NO.	NAME	QUALIFICATION	EXPERIENCE	POSITION	INSPECTION SITE/PORT
YOKOHAMA PORT					
1	Keichi Mizuo	Bachelor of science in engineering	14 years' experience in motor vehicle inspection with EAA	Technical Manager	21 C-3 Daikokujuto, Tsunumi-ku, Yokohama-shi, Kanagawa-ken (Yokohama Port)
2	Hideki Ishii	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	11 years' experience in motor vehicle inspection with EAA	Chief Inspector in Kanto Region	
3	Akushi Sasaki	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	2 years' experience in motor vehicle inspection with EAA	Technical Inspector	
KAWASAKI PORT					
1	Daisuke Yamaguchi	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	12 years' experience in motor vehicle inspection with EAA	Inspection Supervisor	30-5 Higashiogino, Kawasaki-ku, Kawasaki-shi, Kanagawa-ken (Kawasaki Port)
2	Masahito Konzaki	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	6 years' experience in motor vehicle inspection with EAA	Inspection Supervisor	
3	Syuzo Ota	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	6 years' experience in motor vehicle inspection with EAA	Inspection Supervisor	
KISARAZU PORT					
1	Isao Kilano	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	10 years' experience in motor vehicle inspection with EAA	Technical Inspector	9-1 Shi-ko, Kisarazu-shi, Chiba-ken (Kisarazu Port)
2	Tametsu Hantahaga	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	8 years' experience in motor vehicle inspection with EAA	Technical Inspector	
3	Shinji Misawa	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	5 years' experience in motor vehicle inspection with EAA	Technical Inspector	
FUTTSU PORT					
1	Kazuya Yanagisawa	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	7 years' experience in motor vehicle inspection with EAA	Technical Inspector	104 Shintomi, Futsu-shi, Chiba-ken (Futtsu Port)
2	Minoru Yamamura	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	6 years' experience in motor vehicle inspection with EAA	Technical Inspector	
OSAKA PORT (ECL)					
1	Satoru Nishigami	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	12 years' experience in motor vehicle inspection with EAA	Chief Inspector in Kansai Region	Sukematsudo-5, 2 Minamitakasa2c, Takai-shi City, Osaka Fu (Osaka Port)
2	Taiki Dousai	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	6 years' experience in motor vehicle inspection with EAA	Technical Inspector	
KOBE PORT (ECL)					
1	Masataka Oie	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	8 years' experience in motor vehicle inspection with EAA	Technical Inspector	2-D-E, Koyochi-nishi, Higashinada-ku, Kobe-shi, Hyogo ken (Kobe Port)
2	Isao Kilano	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	7 years' experience in motor vehicle inspection with EAA	Technical Inspector	

KOBE PORT (Keihin)					
1.	Hironobu Ikumoto	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	7 years' experience in motor vehicle inspection with EAA	Technical Inspector	11-47 Onohama-cho, Chuo-ku, Kobe-shi, Hyogo-ken (Kobe Port)
2.	Kazuya Kawashima	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	7 years' experience in motor vehicle inspection with EAA	Technical Inspector	
NAGOYA PORT (ECL)					
1.	Masahiro Kato	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	9 years' experience in motor vehicle inspection with EAA	Chief Inspector in Chukyo Region	77 Shionagi-cho, Minato-ku, Nagoya-shi, Aichi-ken (Nagoya Port)
2.	Takahisa Kiyoshi	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	8 years' experience in motor vehicle inspection with EAA	Technical Inspector	
3.	Toyoharu Higuchi	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	5 years' experience in motor vehicle inspection with EAA	Technical Inspector	
4.	Kazuhiro Nakayama	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	4 years' experience in motor vehicle inspection with EAA	Technical Inspector	
SHIN-MOJI PORT (ECL)					
1.	Katsumi Oie	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	10 years' experience in motor vehicle inspection with EAA	Technical Inspector	3-1-10 Shin-Moji Kita, Moji-ku, Kitakyushu-shi, Fukuoka-ken (Shin-Moji Port)
2.	Yuki Kornatsubara	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	6 years' experience in motor vehicle inspection with EAA	Technical Inspector	
HAKATA PORT (ECL)					
1.	Kazuyuki Saito	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	8 years' experience in motor vehicle inspection with EAA	Technical Inspector	1-25-1 Minatokashii, Higashi-ku, Fukuoka-shi, Fukuoka-ken (Hakata Port)
2.	Mitsuhiro Ito	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	6 years' experience in motor vehicle inspection with EAA	Technical Inspector	
HAKATA PORT (Koun)					
1.	Toshihiro Murakami	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	7 years' experience in motor vehicle inspection with EAA	Chief Inspector in Kyushu Region	1-28-2 Hakozakifuto, Higashi-ku, Fukuoka-shi, Fukuoka-ken (Hakata Port)
2.	Kenichi Hirota	Diploma in Engineering Level 2 Mechanics' Certification - Gasoline and Diesel	4 years' experience in motor vehicle inspection with EAA	Technical Inspector	

Appendix 3: Power of Attorney and Performance Bond





- 3 -

**STANDARD POWER OF ATTORNEY
(Certified Notary)**



宣言書

別添の「STANDARD POWER OF ATTORNEY」は、EAA
株式会社が入札の権限を橋野豊彦に委任したことを証する委
任状であることに相違ないことを宣言します。

Declare

I declare that the attached "STANDARD POWER OF
ATTORNEY" is in no way different from the power of
attorney evidencing that EAA Company Limited has
delegated the authority to bid to Toyohiko Hashino.

16th March. 2022

EAA Company Limited.
2-6-17-411 Shimotsuruma, Yamato-shi, Kanagawa-ken
General Manager Toyohiko Hashino



STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 16th March, 2022,
WE the undersigned EAA Company Limited of 2-6-17 C7s Garden Yamato 411
Shimotsuruma, Yamato shi, Kanagawa ken, Japan 242-0001, by virtue of
authority conferred to us by the Board Resolution No EA2204-01 day of 10th March,
2022, do hereby ordain nominate and appoint Toyohiko Hashino of 5-5-3
Nishitsuruma, Yamato shi, Kanagawa ken Japan 242-0005 to be our true lawful
Attorney and Agent, with full power and authority, for us and in our names, and
for our accounts and benefits, to do any, or all of the following acts, in the execution
of tender No. PA/044/2021-2022/HQ/NC/19

To act for the company and do any other thing or things incidental for
PA/044/2021-2022/HQ/NC/19 of PROVISION OF PRE-SHIPMENT
VERIFICATION OF CONFORMITY TO STANDARDS (PVOC) SERVICES FOR
USED MOTOR VEHICLES FOR THE TANZANIA BUREAU OF STANDARDS;

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.

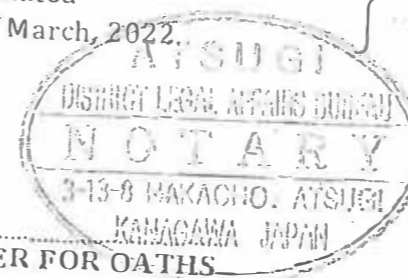
SEALED with the common seal of the said EAA Company Limited and delivered in
the presence of us this 16th day of March, 2022.


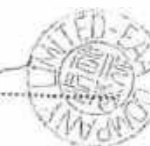
IN WITNESS whereof we have signed this deed on this 16th day of March, 2022. At
Atsugi for and on behalf of EAA Company Limited

SEALED and DELIVERED by the
Common Seal of Prosper Sugai
EAA Company Limited
This 16th day of March, 2022.

BEFORE ME:

COMMISSIONER FOR OATHS



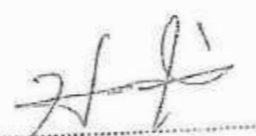

DONOR 



ACKNOWLEDGEMENT

I, Toyohiko Hashino doth hereby acknowledge and accept to be Attorney of the said EAA Company Limited 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 Toyohiko Hashino
Identified to me by Prosper Sugai
The latter known to me personally
This 16th day of March 2022.



DONEE

BEFORE ME



COMMISSIONER FOR OATHS



Cash Deposit/Kuweka Pesa

Depositor's Details/Maelezo ya Mwekaji

Date/Taraha: 2022/07/13 15:13:50
Depositor Name/Jina la Mwekaji: PERFORMANCE BOND BY EAA CO LTD
Depositor ID/Ltambulisho la Mwekaji: 00
Invoice Number/Namba ya utambulisho wa Malipo:
Purpose of the Deposit/Maelezo ya Amana: 00

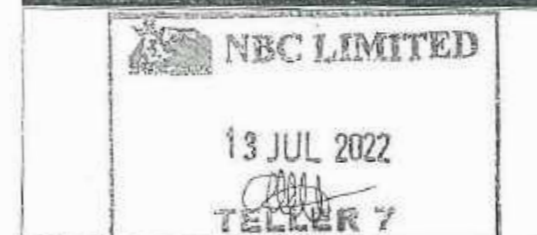
Transaction Details/Maelezo ya Muamala

Company Name/Jina la Kampuni:
Branch Name/Jina la Tawi: CORPORATE BRANCH
Teller ID/Telis Namba: ABSL492
Transaction No/Kumbukumbu ya Mhara: 87
Account Name/Jina la Akaunti: TANZANIA BUREAU OF STANDARDS
Account No/Namba ya Akaunti: 011105003505
Narrative/Maelezo ya Ziada: PERFORMANCE BOND BY EAA CO LTD

Transaction Summary/Muhtasari wa Muamala

Rate used/Kiwango cha kubadilisha fedha: 1.00000
Deposited Amount/Kiasi ulichoweka: USD 50,000.00
Conversional Amount/Kiasi kilichonekwa: USD 50,000.00

Cashier's Stamp/Muhuri wa Benki



Customer Signature/Sahili ya Mteja



Terms and Conditions apply/Vigezo na Masharti kuzingatwa

