

THE REPUBLIC OF KENYA
NATIONAL IRRIGATION BOARD

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BURA IRRIGATION SETTLEMENT PROJECT Bura West Phase I

Contract Nr16/A Supply of Tractors

INTRODUCTION

INSTRUCTIONS FOR TENDERING

FORM OF CONTRACT AGREEMENT

CONDITIONS OF CONTRACT

SPECIFICATION

Project Consultant

**SIR M MACDONALD & PARTNERS LIMITED
Demeter House, Cambridge CB1 2RS, United Kingdom**

Sub Consultant

**HUNTING TECHNICAL SERVICES LIMITED
Elstree Way, Borehamwood, Herts WD6 1SB, United Kingdom**

JULY 1982

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FIGURE Nr 1

INTRODUCTION

AGRICULTURAL ATTACHMENT MARKET

Basic Model Class 1

Model 44 1974

CLASSIFICATION OF TRACTORS

INTRODUCTION

For the purpose of the National Inventory Study of the

Year	Description	Quantity
1974	40 to 75 hp Tractor	10
1974	75 to 90 hp Tractor (2 wheel drive)	10

INTRODUCTION

4 wheel drive
Special attachment

BURA IRRIGATION SETTLEMENT PROJECT

Bura West Phase 1

Contract Nr 16/A

SUPPLY OF TRACTORS

INTRODUCTION

Tenders are invited for the supply to the National Irrigation Board of the Goods listed below:-

Lot Nr	Item Description	Quantity
16/A/1	65 to 75 hp Tractor	23
16/A/2	80 to 90 hp Tractor (2 wheel drive)	40
16/A/3	80 to 90 hp Tractor (4 wheel drive)	4
16/A/4	Backhoe attachment	2

INSTRUCTIONS FOR TENDERING

Definitions of some of the terms used in these instructions, e.g. Site, will be found in Clause 1 of the Conditions of Contract.

Tender Dossier

A The tender dossier, namely the documents issued to prospective tenderers, comprises two copies of this bound document which includes:-

- Introduction
- Instructions for Tendering
- Form of Contract Agreement
- Conditions of Contract
- Specification

Part Tenders

B Tenders are invited on the basis of all the Lots shown in the introduction. No Tenders for individual Lots are required.

INSTRUCTIONS FOR TENDERING

Summary of Documents to be Submitted in Tender

C The Tender Documents to be submitted shall include -

- (1) one signed and dated copy of this bound document
- (2) the tender deposit
- (3) the original and two copies of each of the following -
 - (a) a separate proforma invoice for delivery of the tractors to Site
 - (b) separate priced lists for delivery to Site of 'fast moving' and 'slow moving' spare parts and special tools
 - (c) a separate proforma invoice for reception, assembly, and commissioning of tractors at Site stating time required from delivery of each consignment
 - (d) a separate proforma invoice for training.

Proforma invoices for delivery of Goods shall show separately itemised lists of the tractors, each item separately priced, the several prices for freight and insurance, the time for delivery to Site, and the amounts required in foreign and Kenyan currencies.

Each proforma invoice shall describe the price index or indices proposed for use in the formula given in Clause 8 of the Conditions of Contract.

- (4) proposed conditions of sale subject to those in this bound document

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- (4) proposed conditions of sale subject to those in this bound document

- provided the Performance Guarantee, or to unsuccessful Tenderers
- (5) details of the Defects Liability Period
 - (6) references describing financial and technical capability
 - (7) certificate from manufacturer empowering the Tenderer, if he is other than the manufacturer, to submit tenders and negotiate contracts using his goods
 - (8) the name, address, and details of facilities offered by the Tenderer in Kenya especially in respect of post-contract services
 - (9) full specification of the Goods to be supplied including descriptive literature and drawings and any specific reports or information called for in the Specification.
 - (10) the written undertaking of the proposed guarantor to provide the Performance Guarantee in the event of the Tenderer being awarded the Contract.
 - (11) shipping specification (where applicable).

All documents shall be in English or accompanied by adequate English translations. Any page on which prices have been entered by the Tenderer must be signed by a person authorised by the Tenderer to sign Tenders on his behalf.

Eligibility to Tender

D Tenders will only be considered for Goods supplied from member countries of World Bank of Switzerland or Taiwan. Tenderers must have, or be, established agents in Kenya.

Currency of Proforma Invoices

E The currency of the proforma invoices shall be that of the Tenderer's own country or of another member country of the World Bank or Switzerland or Taiwan widely used in international trade.

Addenda and Obscurities

F Tenderers must state any doubt or obscurity in the requirements of the tender dossier in writing to the Purchaser with a copy to the Purchaser's Representative. Clarification will be sent in the form of a formal Addendum which will be distributed to each Tenderer who has purchased the Tender dossier. Such Addenda will become part of the Tender dossier.

Tender Deposit

G Tenders must be accompanied by a tender deposit of not less than Kenya Shillings 150 000/- in the form of a bank deposit receipt in the name of the Purchaser or a confirmed irrevocable letter of credit in favour of the Purchaser or a letter of guarantee from a bank incorporated in Kenya. The deposit will be held as a guarantee of the good faith of the Tenderer and will be returned to the successful Tenderer when he has

provided the Performance Guarantee, or to unsuccessful Tenderers 150 days from the latest day fixed for delivery of Tenders.

At any time before expiry of the validity of the tender deposit, if the same shall be in the form of a letter of guarantee or a letter of credit, the Employer may by notice in writing delivered to or sent by registered post to the Tenderer request the Tenderer to extend the validity thereof, and if the Tenderer shall fail to make such extension or if the tender deposit shall be in the form of a bank deposit and the Tenderer requests the return of the bank deposit receipt after the expiry of the said 150 days the Employer may at his discretion treat the Tender as having been withdrawn by the Tenderer, but otherwise the Tender shall remain binding on the Tenderer and may be accepted at any time unless withdrawn by the Tenderer after expiry of the said 150 days.

Performance Guarantee

H Tenderers will be required to supply a Performance Guarantee which is acceptable to the Purchaser as provided for in Clause 11 of the Conditions of Contract. The Form of Performance Guarantee given hereinafter is an indication of the type of security which will be required.

The Tenderer shall submit with his Tender the written undertaking of the proposed guarantor to provide the guarantee in the event of the Tenderer being awarded the Contract.

References

J Tenderers shall submit the names of those to whom they have supplied goods of a similar kind to that required under the Contract and which have been in successful use in circumstances similar to those for which the Goods are intended (preferably in Kenya) for at least two years, to whom the Purchaser and/or his Representative may refer.

Tenderers shall also provide the names of others to whom the Purchaser and/or his Representative may refer with a view to establishing that the Tenderer is technically and financially capable of undertaking the Contract.

Submission of Tenders

K Tenders shall be submitted to the Purchaser to arrive not later than 12.00 noon on the latest day fixed for delivery of Tenders.

Tenders shall be enclosed in a strong sealed parcel addressed to the Tenderer himself. This parcel shall itself be enclosed in a second strong plain sealed wrapping which shall conspicuously bear the words "TENDER FOR BURA PROJECT CONTRACT N^o 16/A SUPPLY OF TRACTORS. NOT TO BE OPENED BEFORE THE MEETING FOR THE OPENING OF TENDERS", but which shall bear no mark indicating the identity of the Tenderer and which shall be addressed to the Purchaser.

Opening of Tenders

L Tenders will be opened publicly at 12.00 noon on the latest day fixed for delivery at the office of the Purchaser in Nairobi. The representatives of Tenderers may attend. At the opening the names of Tenderers will be announced in the order of opening and the Tender Sums in ascending order but no further details will be made public.

Late tenders will not be considered unless no other tenders have been received.

Formal Contract

Adjudication of Tenders of his Tender the Tenderer will be required to enter into a formal contract in the terms stated in the Form of Contract

M For the purpose of comparing Tenders into a formal contract when requested will constitute grounds for forfeiture of the Tender Deposit

- (1) the Purchaser will consider such factors as efficiency and compatibility of the Goods, availability of service and spare parts, amounts of expenditure required in foreign currencies
- (2) any amounts required in foreign currency will be converted to Kenya Shillings at the official selling price of the Bank of Kenya for that currency prevailing on the first day of the month preceeding that in which the tenders are to be submitted
- (3) if the Tenderer should require any payment by way of a letter of credit, the costs of establishing, confirming and disbursing from such letter of credit will be at the expense of the Tenderer and will therefore not be considered in the comparison of Tenders
- (4) the Purchaser will consider the time for delivery, assembly and commissioning and such guarantees as the Tenderer may offer for delivery
- (5) for part of the Goods for which price variation can apply no account will be made in the arithmetical comparison of tender prices of the price variation provision and the tenderers who choose to tender on a fixed price basis will be assumed to have full knowledge of the commercial implications. However adjudication will be directed towards establishing the independence and relevance of the indices proposed
- (6) other things being equal the Tenderers who offer the longer Defect Liability Periods will be preferred
- (7) Tenders will not be considered which offer goods without evidence of proven experience of operation in conditions similar to those of the Bura Irrigation Settlement Project
- (8) the ability of the Tenderer's established agent in Kenya to provide spare parts, maintenance workshops, field service, and customer training facilities will be taken into consideration. Tenderers whose agents offer these facilities will be preferred.

Special Tools and Spare Parts

N Priced lists of recommended 'fast moving' and 'slow moving' spare parts for two years operation, and special tools to enable all maintenance to be undertaken by the Purchaser shall be submitted with the Tender. The Purchaser may order at his discretion any of the spare parts and special tools. The value of the items ordered will not exceed 30% of the Tender Sum.

(Reference is made to Clause H of the instructions for Tendering and Clause 13 of the Conditions of Contract.)

Formal Contract

P After acceptance of his Tender the Tenderer will be required to enter into a formal contract in the terms stated in the Form of Contract Agreement attached hereto. Failure to enter into a formal contract when requested will constitute grounds for forfeiture of the Tender Deposit referred to in Clause G of these Instructions.

Sir,

We hereby guarantee
(hereinafter called 'the Contractor') financially, for the sum of
on the occasion of Contract No 15/A Supply of Tractors, forming part of the Bura Irrigation Settlements Project as per Agreement concluded between them and the (hereinafter called 'the Purchaser') and we undertake to pay the said amount to the Purchaser on demand and without notice or any other condition or restriction. The said amount shall be at the disposal of the Purchaser from this date until the date of expiry of the Defects Liability Period in accordance with the said Contract or such earlier time as the said Purchaser shall voluntarily cancel or surrender the same. No claim under this guarantee shall be accepted if not presented to us in writing on or before the said expiry date and this deed of guarantee shall be automatically cancelled and shall become null and void without previous notice or any other legal or official formality if no such claim is submitted within the period as aforesaid.

Yours faithfully,

(An approved Insurance Company or Bank)

**AN ACCEPTABLE
FORM OF PERFORMANCE GUARANTEE**

(Reference is made to Clause H of the Instructions for Tendering and Clause 11 of the Conditions of Contract.)

To:

Sir,

We hereby
guarantee
(hereinafter called 'the Contractor') financially, for the sum of
(.)
on the occasion of Contract Nr 16/A Supply of Tractors, forming part of the
Bura Irrigation Settlement Project as per Agreement concluded between them
and the (hereinafter
called 'the Purchaser') and we undertake to pay the said amount to the
Purchaser on demand and without notice or any other condition or restriction.
The said amount shall be at the disposal of the Purchaser from this date until
the date of expiry of the Defects Liability Period in accordance with the said
Contract or such earlier time as the said Purchaser shall voluntarily cancel or
surrender the same. No claim under this guarantee shall be accepted if not
presented to us in writing on or before the said expiry date and this deed of
guarantee shall be automatically cancelled and shall become null and void
without previous notice or any other legal or official formality if no such
claim is submitted within the period as aforesaid.

Yours faithfully,

(An approved Insurance Company or Bank)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT is made the day of 19

BETWEEN The National Irrigation Board of P.O. Box 30372, Nairobi, Kenya
(hereinafter called the 'Purchaser') of the one part and

. (hereinafter called the 'Contractor') of the other part.

WHEREAS the Purchaser is desirous of purchasing certain Goods for the Project known as the Bura Irrigation Settlement Project and has accepted a Tender by the Contractor for the supply of Goods all in accordance with the Contract.

NOW THIS AGREEMENT WITNESSETH as follows:-

FORM OF CONTRACT AGREEMENT

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:-

- (a) The Conditions of Contract.
- (b) The Contractor's Conditions of Sale.
- (c) The Proforma Invoices.
- (d) Addenda No. . . . to No. . . . inclusive.
- (e) The Specification.
- (f) The Contractor's details of the Goods.
- (g) The Purchaser's Letter of Intent (if any) as subsequently confirmed by the Contractor as acceptable to him.
- (h) The Purchaser's Letter of Acceptance of Tender.

3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Purchaser to supply the Goods and provide training in conformity in all respects with the provisions of the Contract.

4. The

FORM OF CONTRACT AGREEMENT (cont.)

4. The Purchaser hereby **FORM OF CONTRACT AGREEMENT** in consideration of the supply of Goods and provision of training the amounts due at the times and in the manner all as prescribed by the Contract.

THIS AGREEMENT is made the day of 19

BETWEEN The National Irrigation Board of P.O. Box 30372, Nairobi, Kenya

IN WITNESS whereof the representatives of the parties hereto have hereunto (hereinafter called the 'Purchaser') of the one part and

.

. (hereinafter called the 'Contractor') of the other part.

WHEREAS the Purchaser is desirous of purchasing certain Goods for the Project known as the Bura Irrigation Settlement Project and has accepted a Tender by the Contractor for the supply of Goods all in accordance with the Contract.

Witness NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

FOR AND ON BEHALF OF THE CONTRACTOR

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:-

In the capacity of

- (a) The Conditions of Contract.
- (b) The Contractor's Conditions of Sale.
- (c) The Proforma Invoices.
- (d) Addenda Nr....to Nr....inclusive.
- (e) The Specification.
- (f) The Contractor's details of the Goods.
- (g) The Purchaser's Letter of Intent (if any) as subsequently confirmed by the Contractor as acceptable to him.
- (h) The Purchaser's Letter of Acceptance of Tender.

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FORM OF CONTRACT AGREEMENT (cont).

4. The Purchaser hereby covenants to pay the Contractor in consideration of the supply of Goods and provision of training the amounts due at the times and in the manner all as prescribed by the Contract.

IN WITNESS whereof the representatives of the parties hereto have hereunto set their respective hands the day and year first mentioned above.

FOR AND ON BEHALF OF THE PURCHASER

In the capacity of

Witness

CONDITIONS OF CONTRACT

FOR AND ON BEHALF OF THE CONTRACTOR

In the capacity of

Witness

CONDITIONS OF CONTRACT

The Conditions of Contract shall be the Conditions of Sale accompanying the Tender, together with such amendments or other conditions as shall have been agreed in writing between the Purchaser and the Contractor prior to the date of the Contract Agreement and the following conditions. Where there is a conflict between the following conditions and any other conditions the following shall prevail:-

Clause 1 - Definitions

In construing the Contract the following words shall have the meanings herein assigned to them unless there is something in the subject matter or context inconsistent with such construction:-

The "Purchaser" shall mean the National Irrigation Board of P.O. Box 30372, Nairobi, Kenya.

The "Purchaser's Representative" shall mean the person or persons appointed by The National Irrigation Board, and Contracted to the Contractor.

CONDITIONS OF CONTRACT

The "Contractor" shall mean the Tenderer whose Tender has been accepted by the Purchaser.

"Site" shall mean the mechanical workshop of the Purchaser at the Rural Centre, Bura.

"Goods" shall mean the tractors, special tools, spares, ancillary equipment and any other items of equipment as detailed herein and in the Introduction.

"Lot" shall mean a category into which the Goods are divided and numbered.

Clause 2 - Delivery

The Contractor shall at his own cost deliver (including assembly and commissioning) the Goods to the Site. Such delivery shall be completed within the Delivery Period(s) given below which shall commence on the date of receipt by the Contractor of the Purchaser's Letter of Acceptance of Tender.

There shall be two Delivery Periods as follows:

- (i) one half of each Lot of the tractors, special tools and all spare parts delivered within 3 months

and

- (ii) the remainder of the Goods within 15 months.

or in each case by such other times as may be agreed between the Purchaser and the Contractor.

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and

- (ii) the remainder of the Goods within 15 months.

or in each case by such other times as may be agreed between the Purchaser and the Contractor.

foreign exchange facilities shall be in accordance with the rules and
Where the quantity of items in a Lot is an odd number the amount to be
supplied under (i) above shall be half this number plus one half unit.

The Contractor shall make expenditure in foreign currency for the purpose
of the Contract only for goods produced in or services procured from
of Switzerland or Taiwan.

Clause 3 - Assembly and Commissioning

The Contractor shall receive and check the Goods delivered to the Site
and shall inform the Purchaser's Representative when he considers a
consignment of tractors ready for commissioning. When the Purchaser's
Representative is satisfied that each tractor in the consignment is in good
working order he shall issue a certificate showing the date (the
Commissioning Date) on which the consignment was commissioned.

of the
Purchaser and will incorporate a provision that disbursements under the
When the Purchaser's Representative is satisfied that all the spares have
been delivered he shall issue a certificate to that effect. Clause 7 hereof.

Disbursements shall be at the rates of exchange registered in the official
The Contractor shall be responsible, inter alia, for the provision of all
labour and crange required for assembly and commissioning.

Payments in Kenyan currency shall be made by the Purchaser within
the date of the Purchaser's Representative's Payment
Certificates.

Clause 4 - Inspection

In accordance with the import regulations of the Government of Kenya in
force from time to time the Contractor shall arrange inspection by the
Societe Generale de Surveillance or their accredited agents in the country
of origin of imported Goods and shall provide the Purchaser with this
inspection certificate. Such inspection and certification shall be at the
cost of the Contractor.

The Purchaser shall also have the right to inspect the Goods to be
supplied at the manufacturer's works, and where applicable, to witness
conformance tests on the main parts of the Goods. Such inspection shall
be at the cost of the Purchaser. The conformance tests themselves shall
be at the cost of the Contractor who shall supply the necessary equipment
for such testing.

Clause 5 - Insurance

(i) On the Commissioning Date
Insurance shall be in the joint names of the Purchaser and Contractor and
shall be effected by the Contractor and shall include cover until the
Commissioning Date for each consignment of Goods to the full value of
such consignment plus 10% against damage or loss however caused.

the remaining 3% of each of the above values and costs.

The risks against which the Contractor is to insure under the Contract
shall be insured through an approved insurance company in Kenya and any
cover against risks which the Contractor may enjoy under a global policy
of insurance shall be reinsured in Kenya by a Kenyan Insurance Company
in respect of the Contractor's obligations under the Contract.

Clause 6 - Currency

(ii) the retention fee monthly in arrears
No payment in respect of training shall be made in relation to
Payment shall be made in the currency used by the Contractor in his
tender.

The Purchaser warrants that foreign exchange facilities will be made
available for the purchase and import by the Contractor of the Goods. All

foreign exchange facilities shall be in accordance with the rules and regulations of the Central Bank of Kenya in force from time to time.

The Contractor shall make expenditure in foreign currency for the purpose of the Contract only for goods produced in or services procured from member countries of the World Bank or Switzerland or Taiwan.

Where the Contractor requires letters of credit to be established by the Purchaser these will be provided by the Purchaser at the cost of the Contractor on terms of withdrawal appropriate to the Conditions of Payment.

The terms of the letter of credit shall be to the approval of the Purchaser and will incorporate a provision that disbursements under the facilities shall only be made on the Payment Certificate of the Purchaser's Representative given in accordance with Clause 7 hereof. Disbursements shall be at the rates of exchange registered in the official records of the Central Bank of Kenya as ruling on the first day of the month preceding the month in which Tenders were submitted.

Payments in Kenyan currency shall be made by the Purchaser within 45 days from the date of the Purchaser's Representative's Payment Certificate.

The Purchaser's Representative shall not be responsible for any payments to be made by the Purchaser under the terms of the Contract.

Clause 7 - Conditions of Payment

The Purchaser's Representative shall certify by means of a Payment Certificate as follows:-

(a) In respect of provision of Goods:-

- (i) On delivery
95% of the value of a consignment of Goods delivered to Site.
- (ii) On the Commissioning Date
95% of the reception, assembly and commissioning costs in respect of the Goods.
- (iii) Twelve months after the Commissioning Date the remaining 5% of each of the above values and costs.

(b) In respect of training :-

- (i) the commitment fee when the training mechanic is on the Site
- (ii) the retention fee monthly in arrears

No payment in respect of training shall be made in relation to time prior to the first Commissioning Date.

Clause 8 - Variations in Price

Tenderers may submit their own variation of price formula with their Tender for approval. Unless otherwise stated in the Tender and agreed prior to the Contract, the rates and prices stated on the proforma invoice shall be subject to variation only if:-

- (a) variations in the quantity of the Goods ordered exceed 10% for that Delivery Period, or
- (b) variations in specification of the Goods to be supplied are ordered by the Purchaser.

and also for Goods delivered under Clause 2(ii) above if -

- (c) the net amount for sea or air freight (if applicable) and insurance varies from that shown in the Tender for the first half of the Goods.

- (d) upon application of a formula which relates to the rates and prices stated in the proforma invoices there should be a rise or fall in the amounts due to the Contractor.

for the purpose of calculating the amounts due to the Contractor, the rates and prices stated in the Proforma invoice shall be varied according to the following formula -

$$R = 0.85 T \frac{Su}{So}$$

Where "R" is the varied rate or price to be used in the calculation of the amounts due to the Contractor.

"T" is the corresponding rate or price in the Proforma invoice for the first consignment.

"So" is the value of the approved national index (or approved independent index) in the country of manufacture of a substantial proportion of the Goods to be provided which is current on the date marking the completion of the period of delivery for the first half of the Goods.

"Su" is the value of the said price index current on the date marking the elapse of three-fifths of the period between the completion of the period of delivery for the first half of the Goods and completion of the period of delivery for the second half of the Goods.

Clause 9 - Training

The requirements in respect of training are given in Clause 7 of the Specification. The Contractor's expenses in respect of training shall be covered by the charges for his Kenyan or expatriate staff which shall be separately detailed in terms of -

- (a) a commitment fee to cover all the Contractor's costs in positioning staff on Site and repatriation on completion (if applicable), and

Clause 8 - Variations in Price

Tenders may submit their own variation of price formula with their Tender for approval unless otherwise stated in the Tender and agreed prior to the Contract. The rates and prices stated on the proforma invoice shall be subject to variation only if:-

- (a) variation in the quantity of the Goods ordered exceeds 10% for that Delivery Period; or
- (b) variations in specification of the Goods to be supplied are ordered by the Purchaser.

and also for Goods delivered under Clause 2(ii) above if:-

- (c) the net amount for sea or air freight (if applicable) and insurance varies from that shown in the Tender for the first half of the Goods;
- (d) upon application of a formula which relates to the rates and prices stated in the proforma invoice there should be a rise or fall in the amounts due to the Contractor.

For the purpose of calculating the amounts due to the Contractor, the rates and prices stated in the Proforma Invoice shall be varied according to the following formula -

$$R = \frac{25}{20} T \frac{20}{25}$$

Where "R" is the varied rate or price to be used in the calculation of the amounts due to the Contractor.

"T" is the corresponding rate or price in the Proforma Invoice for the first consignment.

"25" is the value of the approved national index (or approved independent index) in the country of manufacture of a substantial proportion of the Goods to be provided which is current on the date marking the completion of the period of delivery for the first half of the Goods.

"20" is the value of the said price index current on the date marking the end of three-fifths of the period between the completion of the period of delivery for the first half of the Goods and completion of the period of delivery for the second half of the Goods.

Clause 9 - Training

The requirements in respect of training are given in Clause 7 of the Specification. The Contractor's expenses in respect of training shall be covered by the charges for his Kenyan or expatriate staff which shall be separately detailed in terms of -

- (a) a commitment fee to cover all the Contractor's costs in positioning staff on site and repatriation on completion (if applicable); and

- (b) a retention fee payable in respect of time spent in Kenya for the purpose of training including statutory holidays and Sundays, but excluding leave outside Kenya. For expatriate staff time will count from the day before arrival in Kenya to the day after departure from Kenya.

These fees shall cover all the requirements specified and shall include for the costs of all wages and salaries, travel expenses, food and accommodation for the Contractor's expatriate personnel, other than for the provision of housing or tented accommodation and transport at the Site which will be the responsibility of the Purchaser. The Contractor will not be responsible for any payment to the trainees themselves.

Should the member of expatriate staff be deemed to be unsuitable the Contractor shall immediately remove him from the Site and provide a suitable person in his place at no extra cost to the Purchaser. The decision of the Purchaser's Representative shall be deemed to be final in all matters relating to this Clause.

Clause 10 - Defects Liability

The Contractor shall be responsible for the performance of the Goods to the requirements of the Contract. The Contractor shall be responsible for making good any defects which may become evident during the Defects Liability Period other than those due to maloperation by the Purchaser or due to fair wear and tear. The Defects Liability Period shall commence on the Commissioning Date and shall be of the duration stated in the Contract, which shall not be less than six months.

Clause 11 - Performance Guarantee

The Contractor shall provide within 21 (twenty-one) days of receipt of the letter of acceptance from the Purchaser the guarantee of an Insurance Company or Bank to be bound with the Contractor in a sum for the due performance of the Contract under the terms of a Guarantee. The said Insurance Company or Bank and the terms of the said Guarantee shall be such as shall be approved by the Purchaser and the provision of such Guarantee and the cost of the Guarantee shall be at the expense in all respects of the Contractor. The amount of the Guarantee shall be not less than 10% of the accepted Tender Sum.

The validity of the Performance Guarantee shall not expire before the end of the Defects Liability Period.

SPECIFICATION

GENERAL

Brief Description of Requirements

1 The duties of the Contractor in the execution of the Contract include the supply, assembly and commissioning of the Goods and training of employees of the Purchaser in the operation and maintenance of the goods, all as detailed herein and listed in the introduction.

Assembly and Commissioning

2 The Goods shall be delivered new. Assembly and commissioning at the Site shall be to full working order.

The initial charges of fuel, oil, grease, electrolyte and similar materials necessary for the correct setting to work and operation of the Goods shall always be included.

SPECIFICATION

Manuals, Drawings, etc.

GENERAL

3 The Contractor shall provide two copies of an operating and maintenance manual for each tractor. The Contractor shall also provide one copy per five tractors each of the following -

- (a) spare parts catalogue
- (b) lubrication chart
- (c) workshop manual
- (d) drawings (where necessary for maintenance and repair).

Language and Units

4 All manuals, catalogues, charts, drawings, name plates, markings etc. shall be in English. The system of measurement used throughout, including the graduation of any gauges or meters, shall be the SI system.

Packing

5 The Contractor shall pack, mark and, as necessary, protect the Goods for delivery, unloading, handling, storage in the open, and transport to Site.

Attention shall be given to the protection of parts which are liable to deteriorate in the climatic conditions prevailing in Kenya, and the form of packaging shall be such that no damage to the Goods shall result from normal handling or prolonged storage in the open.

Small parts shall be boxed and suitably marked on the outside. Larger parts shall be protected as necessary and shall be suitably marked and listed. Unless otherwise approved, consignments shall conform to the requirements of the Kenyan Highway Authorities.

SPECIFICATION

GENERAL

Brief Description of Requirements

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Small parts shall be boxed and suitably marked on the outside. Larger parts shall be protected as necessary and shall be suitably marked and listed. Unless otherwise approved, consignments shall conform to the requirements of the Kenyan Highway Authorities.

Each separate crate or box shall contain a packing list, a duplicate of which shall be sent separately to the Bura Project Coordinator, National Irrigation Board, P.O. Box 30372, Nairobi, i.e. separate from and additional to any agreed distribution of copies of dispatching or shipping documents.

The packing list shall state the following:-

- (a) crate or box identification numbers
- (b) order number
- (c) for each part contained in it: part number, description, quantity, balance of order outstanding.

For Goods delivered via Mombasa in addition to the normal dangers of damage during shipment to Mombasa and during handling in the port area, the Goods may be delayed on the quayside for some time.

The additional dispatching or shipping mark shall be:-

BURA WEST CONTRACT 16/A

On delivery to Site the packing materials shall become the property of the Purchaser.

Ambient Conditions

6 The Site is at the Rural Centre at Bura, which is located on the west bank of the Tana River approximately 450 km from Nairobi and 400 km from Mombasa by road as shown in Figure Nr 1.

The average shade temperature where the Goods are required to operate may vary between 20 degC and 40 degC over the year. There are usually two rainy seasons from March to May and October to December. The total annual rainfall averages about 480 mm, but there are large variations in annual totals and in monthly totals for the same month of different years.

The tractors will be used for agricultural and haulage operations on cultivated soils, dirt roads and sealed roads.

The soils are predominantly sandy clay texture which when wet becomes very plastic, and when dry, very dusty. The area is subject to prolonged steady winds which carry airborne dust and grit.

Without prejudice to the successful functioning of the Goods under the ambient conditions stated above, the Goods shall be designed to work under the following tropical climate conditions:-

- Surrounding air temperature 0 degC - 40 degC
- Relative humidity Max.95%
- Altitude 100 m above sea level.

Training

7 The Contractor shall provide training for employees of the Purchaser in the operation, maintenance and repair of the tractors.

The intention of the requirement for training is that at the conclusion of the period of training the staff seconded by the Purchaser shall be fully capable of operating and maintaining the tractors for their normal functions and in accordance with the manufacturer's recommendations.

Training shall be the immediate responsibility of an experienced Kenyan or expatriate mechanic who shall be appointed for the purposes of training for an initial period of one month with the option of monthly extension at the request of the Purchaser to a maximum of three months, which shall be continuous and shall commence on the Purchaser's direction within one month after the Commissioning Date for the first consignment of Goods.

In addition to on-Site training the Contractor shall provide suitable maintenance training courses at the premises of his Kenya agent, or other approved location. A two week course for two mechanics for each of type of plant supplied shall be provided as a minimum requirement. Where multiple items of plant are provided details of the duration and number of courses provided shall be submitted by the Contractor for approval.

The Contractor shall, at least two months prior to delivery of the Goods submit to the Purchaser for his approval the curriculum vitae (CV) of the proposed mechanic, together with a training programme which identifies separately the levels of training the Contractor considers necessary. In addition, the Contractor shall detail the numbers and grades of employees he considers suitable for training as a cadre for the operation, maintenance and repair of the tractors, together with their appropriate educational attainments and age-range.

Inspection and Tests

8 The Purchaser's right to inspect under the terms of Clause 4 of the Conditions of Contract may be exercised by the Purchaser's Representative or by an inspector to be designated by the Purchaser or the Purchaser's Representative.

The Contractor shall confirm to the Purchaser's Representative as soon as possible after receipt of the Letter of Acceptance of the Contract the delivery date and shall give him and the designated inspector (if any) at least 15 clear working days notice in writing that the Goods are ready for inspection or that tests are ready for witnessing.

Inspection at the manufacturer's works shall include the visual inspection of the Goods to be supplied and witnessing conformance tests of moving parts.

Visual inspection will include checking:-

- (a) compliance with the Specification and the Contractor's undertaking in respect of description, quality and quantity
- (b) suitability of packing.

Where not otherwise specified, conformance tests will be limited to those required by the appropriate British or other equivalent approved national or international standards.

Interchangeability of Components

9 All Goods to be supplied by the same manufacturer shall be as far as possible of the same series and model with interchangeable components.

SPECIFICATION

PARTICULAR

LOT No 16/A/1 - 65 to 75 HP TRACTOR

Type

L.01 The tractor shall be an agricultural tractor, two wheel drive, of a model for which there is an official test report from an approved testing station, preferably in compliance with the Nebraska Test Report or OECD Standard Code for the Testing of Agricultural Tractors. A copy of the report shall be submitted with the Tender.

Engine

L.02 Diesel, four stroke, four cylinder developing 65 to 75 hp net at the tractor power take-off at a rated engine speed of 2 000 to 2 500 rev/min. Direct injection, two stage fuel filter with replaceable cartridge type filter elements. Replaceable cylinder liners with heat dissipation characteristics suitable for 40 degC ambient temperature. Mechanically acting, variable speed governor incorporated in the injection pump. Details of specific fuel consumption shall be submitted with the Tender.

SPECIFICATION

Air Cleaner

PARTICULAR

L.03 Heavy duty air cleaner, dual element dry type with pre-cleaner.

Lubrication

L.04 Pressure lubricated, gear type pump with oil strainer in sump. Full flow oil filter with by-pass valve and replaceable filter cartridge.

Cooling System

L.05 High capacity, pressurised water or air blast cooling.

Transmission

L.06 Dual type dry plate clutch, one plate for transmission, one plate for power take-off. Constant mesh, collar shift gearbox with six or eight forward and two reverse ratios. Forward speed minimum range from 1.5 km/h to 25 km/h. Planetary type final drive and a foot operated differential lock, engageable under load.

Power Take Off

L.07 Dual speed 540/1 000 rev/min preferred or single 540 rev/min (6 spline 35 mm shaft). Direction of rotation, clockwise, when viewed from the rear. Screw in protective cover cap and safety shield for spline shaft. Dual (two stage) clutch operation. (See L.06).

1.08 Foot **LOT Nr 16/A/1 - 65 to 75 HP TRACTOR** disc brakes used independently or together. Parking device such as handbrake or park lock.

Type

Electrical System

1.01 The tractor shall be an agricultural tractor, two wheel drive, of a model for which there is an official test report from an approved testing station, preferably in compliance with the Nebraska Test Report or OECD Standard Code for the Testing of Agricultural Tractors. A copy of the report shall be submitted with the Tender.

Engine

1.02 Diesel, four stroke, four cylinder developing 65 to 75 hp net at the tractor power take-off at a rated engine speed of 2 000 to 2 500 rev/min. Direct injection, two stage fuel filter with replaceable cartridge type filter elements. Replaceable cylinder liners with heat dissipation characteristics suitable for 40 degC ambient temperature. Mechanically acting, variable speed governor incorporated in the injection pump. Details of specific fuel consumption shall be submitted with the Tender.

1.11 All tyres shall be fitted with heavy duty inner tubes. Tyres, of agricultural tread, shall be as follows :-

Air Cleaner

1.03 Heavy duty air cleaner, dual element dry type with pre-cleaner.

Lubrication

Two spare wheels and tyres of each size shall be provided.

1.04 Pressure lubricated, gear type pump with oil strainer in sump. Full flow oil filter with by-pass valve and replaceable filter cartridge.

Hydraulic System

1.05 High capacity, pressurised water or air blast cooling. Control with provision for external services.

1.05 High capacity, pressurised water or air blast cooling. Control with provision for external services.

Transmission hitch response for varying soil conditions and contours.

1.06 Dual type dry plate clutch, one plate for transmission, one plate for power take-off. Constant mesh, collar shift gearbox with six or eight forward and two reverse ratios. Forward speed minimum range from 1.5 km/h to 25 km/h. Planetary type final drive and a foot operated differential lock, engagable under load.

Implement Linkage

Power Take Off

1.13 Three point linkage, category II with heavy duty adjustable check

1.07 Dual speed 540/1 000 rev/min preferred or single 540 rev/min (6 spline 35 mm shaft). Direction of rotation, clockwise, when viewed from the rear. Screw in protective cover cap and safety shield for spline shaft. Dual (two stage) clutch operation. (See 1.06).

Brakes Adjustment and Ground Clearance

1.08 Foot operated totally enclosed oil cooled disc brakes used independently or together. Parking device such as handbrake or park lock.

The minimum ground clearance shall be 500 mm.

Electrical System

1.09 12 volt electrical starting system with generator, voltage regulator and ammeter. Two headlights, two rear warning lights, turn indicator lights, one rear field working light. Electric horn, full fuse protection for electrical circuits.

Instrumentation

1.10 Instrument panel with gauges for temperature, oil pressure and fuel level. Air cleaner blockage indicator. Hour meter and engine tachometer showing ground speed in each gear and engine speed required to give standard power take-off speed.

Wheels and Tyres

1.11 All tyres shall be fitted with heavy duty inner tubes. Tyres, of regular agricultural tread, shall be as follows :-

Front tyres 7.50 x 16 - 8 ply

Rear tyres 13.6/12 x 38 - 6 ply

Two spare wheels and tyres of each size shall be provided.

Hydraulic System

1.12 Relief valve protected with maximum working pressure within the range 2 000 to 3 000 psi (13.8 to 20.7 MPa). Continuous running (i.e engine drive) hydraulic pump. Automatic draft control, position control with provision for external services.

Selective hitch response for varying soil conditions and contours.

Minimum lift capacity at lower link ends (minimum mechanical advantage and minimum hydraulic relief valve pressure setting) of 1 800 kg. With maximum allowable front end ballast and 1 800 kg at the link ends, the tractor shall remain stable.

Implement Linkage

1.13 Three point linkage, category II with heavy duty adjustable check chains. High quality steel swinging draw bar with height adjustment, clevis and hitch pins.

Track Adjustment and Ground Clearance

1.14 Wheel track widths should be adjustable within a range to include a minimum of 1.4 m and a maximum of 2.0 m track width front and rear.

The minimum ground clearance shall be 500 mm.

Other Requirements

1.15 Fully cushioned seat with back rest, weight and height adjustable. Front end base weight and wagon hitch, front end weight and rear wheel weights.

A rigid hydraulic pipe and self sealing coupling suitable for trailer tipping shall be fitted, to ASAE Standard S 366 (SAE J1036).

A fitted metal tool box complete with lock and 2 keys shall be supplied for each tractor containing at least the following :

- A set of spanners to fit all nuts used on the tractor
- One grease gun
- One foot operated pump
- One tyre pressure gauge
- One wheel spanner

The tractor shall be supplied with an open sided sun canopy.

Hydraulic Jacks and Accessories

1.16 Ten three tonne hydraulic jacks, 5 pairs of adjustable axle stands and a tractor splitting kit shall be separately supplied.

Brakes

2.08 Foot LOT Nr 16/A/2 - 80 to 90 HP TRACTOR disc brakes used independently or together. Parking device such as handbrake or park lock. (2 wheel drive)

Electrical System

Type

2.09 12 volt electrical starting system with generator, voltage regulator

2.01 The tractor shall be an agricultural tractor, two wheel drive, of a model for which there is an official test report from an approved testing station, preferably in compliance with the Nebraska Test Report or OECD Standard Code for the Testing of Agricultural Tractors. A copy of the report shall be submitted with the Tender.

Instrumentation

Engine

2.00 Instrument panel with gauges for temperature, oil pressure and fuel level. Air cleaner blockage indicator. Hour meter and engine tachometer

2.02 Diesel, four stroke, four or six cylinder developing 80 to 90 hp at the tractor power take-off at a rated engine speed of 2 000 to 2 500 rev/min. Direct injection, two stage fuel filter with replaceable cartridge type filter elements. Replaceable cylinder liners with heat dissipation characteristics suitable for 40 degC ambient temperature. Mechanically acting, variable speed governor incorporated in the injection pump. Details of specific fuel consumption shall be submitted with the Tender.

Air Cleaner

2.03 Heavy duty air cleaner, dual element dry type with pre-cleaner. Two spare wheels and tyres of each size shall be provided.

Lubrication

Hydraulic System

2.04 Pressure lubricated, gear type pump with oil strainer in sump. Full flow oil filter with by-pass valve and replaceable filter cartridge. within the range 2 000 to 3 000 psi (13.8 to 20.7 MPa). Continuous running (i.e. engine drive) hydraulic pump. Automatic draft control, position control

Cooling System

2.05 High capacity, pressurised water or air blast cooling.

Transmission

Minimum lift capacity at lower link ends (minimum mechanical advantage minimum hydraulic relief valve pressure setting) of 2 400 kg. with maximum allowable front end ballast and 2 400 kg at the link ends, the

2.06 Dual type dry plate clutch, one plate for transmission, one plate for power take-off. Constant mesh, collar shift gearbox with six or eight forward and two reverse ratios. Forward speed minimum range from 1.5 km/h to 25 km/h. Planetary type final drive and a foot operated differential lock, engageable under load.

2.13 Three point linkage, category II with heavy duty adjustable check chains. High quality steel swinging draw bar with height adjustment, clevis

Power Take Off

2.07 Dual speed 540/1 000 rev/min. Direction of rotation, clockwise, when viewed from the rear. Screw in protective cover cap and safety shield for spline shaft. Dual (two stage) clutch operation. (See 2.06).

Brakes Adjustment and Ground Clearance

2.08 Foot operated totally enclosed oil immersed disc brakes used independently or together. Parking device such as handbrake or park lock.

The minimum ground clearance shall be 500 mm.

Electrical System

2.09 12 volt electrical starting system with generator, voltage regulator and ammeter. Two headlights, two rear warning lights, turn indicator lights, one rear field working light. Electric horn. Full fuse protection for electrical circuits.

Instrumentation double acting remote hydraulic cylinder with quick connect couplings to ASAE Standard 536 (SAE J1036).

2.10 Instrument panel with gauges for temperature, oil pressure and fuel level. Air cleaner blockage indicator. Hour meter and engine tachometer showing ground speed in each gear and engine speed required to give standard power take-off speed.

A set of spanners to fit all nuts used on the tractor

One grease gun

Wheels and Tyres foot operated pump

One tyre pressure gauge

2.11 All tyres shall be fitted with heavy duty inner tubes. Tyres of regular agricultural tread, shall be as follows :-

The tractor shall be supplied with an open aided sun canopy.

Front tyres 7.50 x 18 - 8 ply

Rear tyres 16.9/14 x 34 - 6 ply

Two spare wheels and tyres of each size shall be provided.

Hydraulic System

2.12 Relief valve protected with maximum working pressure within the range 2 000 to 3 000 psi (13.8 to 20.7 MPa). Continuous running (i.e. engine drive) hydraulic pump. Automatic draft control, position control with provision for external services.

Selective hitch response for varying soil conditions and contours.

Minimum lift capacity at lower link ends (minimum mechanical advantage and minimum hydraulic relief valve pressure setting) of 2 400 kg. With maximum allowable front end ballast and 2 400 kg at the link ends, the tractor shall remain stable.

Implement Linkage

2.13 Three point linkage, category II with heavy duty adjustable check chains. High quality steel swinging draw bar with height adjustment, clevis and hitch pins.

Track Adjustment and Ground Clearance

2.14 Wheel track widths should be adjustable within a range to include a minimum of 1.4 m and a maximum of 2.0 m track width front and rear.

The minimum ground clearance shall be 500 mm.

Type:

Other Requirements

2.15 Fully cushioned seat with back rest, weight and height adjustable. Front end base weight and wagon hitch, front end weight and rear wheel weights. Code for the Testing of Agricultural Tractors. A copy of the report shall be submitted with the Tender.

Valve for double acting remote hydraulic cylinder with quick connect couplings to ASAE Standard S366 (SAE J1036).

A fitted metal tool box complete with lock and 2 keys shall be supplied for each tractor containing at least the following :-

Engine

A set of spanners to fit all nuts used on the tractor

3.02 One grease gun
One foot operated pump
One tyre pressure gauge
One wheel spanner.

The tractor shall be supplied with an open sided sun canopy.

Air Cleaner

3.03 Heavy duty air cleaner, dual element dry type with pre-cleaner.

Lubrication

3.04 Pressure lubricated, gear type pump with oil strainer in sump. Full flow oil filter with by-pass valve and replaceable filter cartridge.

Cooling System

3.05 High capacity, pressurized water or air blast cooling.

Transmission

3.06 Dual type dry plate clutch, one plate for transmission, one plate for power take-off. Constant mesh, collar shift gearbox with six or eight forward and two reverse ratios. Forward speed minimum range from 1.5 km/h to 25 km/h. Planetary type final drive and a foot operated differential lock, engagable under load.

The front axle should have a planetary gear, in-hub drive system to the front wheels. It should be possible to engage and disengage drive to the front wheels.

Power Take Off

3.07 Dual LOT Nr 16/A/3 - 80 to 90 HP TRACTOR rotation, clockwise, when viewed from the rear. Screw in protective cover cap and safety shield for spline shaft. Dual (4 Wheel Drive) clutch operation. (See 3.06).

Type

3.01 The tractor shall be an agricultural tractor, four wheel drive, of a model for which there is an official test report from an approved testing station, preferably in compliance with the Nebraska Test Report or OECD Standard Code for the Testing of Agricultural Tractors. A copy of the report shall be submitted with the Tender.

This tractor shall be a four wheel drive version of the two wheel drive tractor described under Lot Nr 16/A/2. rear warning lights, turn indicator lights, one rear field working light, electric horn. Full fuse protection for electrical circuits.

Engine

3.02 Diesel, four stroke, four or six cylinder developing 80 to 90 hp at the tractor power take-off at a rated engine speed of 2 000 to 2 500 rev/min. Direct injection, two stage fuel filter with replaceable cartridge type filter elements. Replaceable cylinder liners with heat dissipation characteristics suitable for 40 degC ambient temperature. Mechanically acting, variable speed governor incorporated in the injection pump. Details of specific fuel consumption shall be submitted with the Tender.

Wheels and Tyres

Air Cleaner

3.03 Heavy duty air cleaner, dual element dry type with pre-cleaner.

Lubrication

3.04 Pressure lubricated, gear type pump with oil strainer in sump. Full flow oil filter with by-pass valve and replaceable filter cartridge.

Cooling System

3.05 High capacity, pressurised water or air blast cooling. pressure within the range 2 900 to 3 000 psi (19.8 to 20.7 MPa). Continuous running (i.e. engine drive) hydraulic pump. Automatic draft control, position control with

Transmission

3.06 Dual type dry plate clutch, one plate for transmission, one plate for power take-off. Constant mesh, collar shift gearbox with six or eight forward and two reverse ratios. Forward speed minimum range from 1.5 km/h to 25 km/h. Planetary type final drive and a foot operated differential lock, engagable under load. and 2 400 kg at the link ends, the tractor shall remain stable.

The front axle should have a planetary gear, in-hub drive system to the front wheels. It should be possible to engage and disengage drive to the front wheels.

Power Take Off

3.07 Dual speed 540/1 000 rev/min. Direction of rotation, clockwise, when viewed from the rear. Screw in protective cover cap and safety shield for spline shaft. Dual (two stage) clutch operation. (See 3.06).

Brakes

3.08 Foot operated totally enclosed oil cooled disc brakes used independently or together. Parking device such as handbrake or park lock.

The minimum ground clearance shall be 500 mm.

Electrical System

3.09 12 volt electrical starting system with generator, voltage regulator and ammeter. Two headlights, two rear warning lights, turn indicator lights, one rear field working light, electric horn. Full fuse protection for electrical circuits.

Instrumentation

3.10 Instrument panel with gauges for temperature, oil pressure and fuel level. Air cleaner blockage indicator. Hour meter and engine tachometer showing ground speed in each gear and engine speed required to give standard power take-off speed.

Wheels and Tyres

3.11 All tyres shall be fitted with heavy duty inner tubes. Tyres, of regular agricultural tread, shall be as follows :-

Front tyres 11.4/10 x 24 - 6 ply

Rear tyres 16.9/14 x 34 - 8 ply

Two spare wheels and tyres of each size shall be provided.

Hydraulic System

3.12 Relief valve protected with maximum working pressure within the range 2 000 to 3 000 psi (13.8 to 20.7 MPa). Continuous running (i.e engine drive) hydraulic pump. Automatic draft control, position control with provision for external services.

Selective hitch response for varying soil conditions and contours.

Minimum lift capacity at lower link ends (minimum mechanical advantage and minimum hydraulic relief valve pressure setting) of 2 400 kg. With maximum allowable front end ballast and 2 400 kg at the link ends, the tractor shall remain stable.

Implement Linkage

3.13 Three point linkage, category II with heavy duty adjustable check chains. High quality steel swinging draw bar with height adjustment, clevis and hitch pins.

Track Adjustment and Ground Clearance

3.14 Wheel track widths should be adjustable within a range to include a minimum of 1.4 m and a maximum of 2.0 m track width front and rear.

The minimum ground clearance shall be 500 mm.

Other Requirements

3.15 Fully cushioned seat with back rest, weight and height adjustable. Front end base weight and wagon hitch, front end weight and rear wheel weights.

Valve for double acting remote hydraulic cylinder with quick connect couplings to ASAE Standard S 366 (SAE J1036).

A fitted metal tool box complete with lock and 2 keys shall be supplied for each tractor containing at least the following :

- A set of spanners to fit all nuts used on the tractor
- One grease gun
- One foot operated pump
- One tyre pressure gauge
- One wheel spanner

The tractor shall be supplied with an open sided sun canopy.

The unit shall incorporate stabilising feet and the additional front end ballast requirement must be provided.

All hydraulic equipment including hoses, rams, valve assemblies, reservoir and pump should be included.

The manufacturer's standard tool kit shall be provided.

LOT Nr 16/A/4 - BACKHOE ATTACHMENT

Type

4.01 A rear mounted hydraulic ditcher, suitable for easy attachment to a tractor specified in LOTS Nr 16/A/1 and 2 hereof. The hydraulic system must be completely self contained with its own power take-off driven pump.

Performance

4.02 The backhoe shall be capable of performing within the following limits :-

digging depth : minimum of 4.0 m
swing arc : 180 degrees
loading height : 3.0 m minimum
reach (from centre-line of swing mast) : 4.5 m minimum
reach (from centre-line of rear axle) : 5.5 m minimum
bucket rotation : 140 degrees minimum
digging force : 33 kN minimum

Attachments

4.03 A range of easily changed buckets and attachments shall be provided for tasks such as ditching, ditch cleaning, weed raking etc.

Other Requirements

4.04 The unit shall incorporate stabilising feet and the additional front end ballast requirement must be provided.

All hydraulic equipment including hoses, rams, valve assemblies, reservoir and pump should be included.

The manufacturer's standard tool kit shall be provided.

PROJECT LOCATION MAP FOR BURA IRRIGATION SETTLEMENT PROJECT

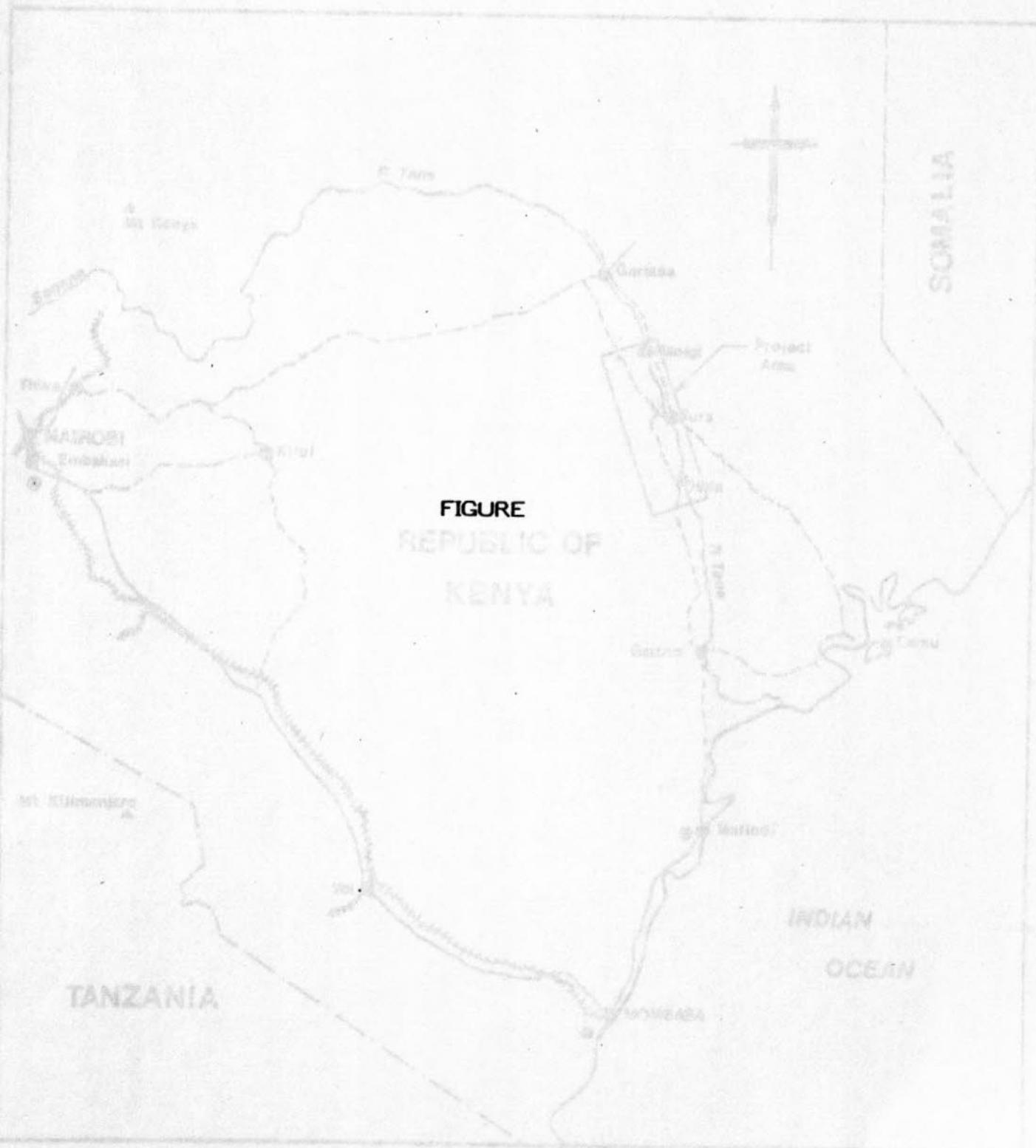


FIGURE
REPUBLIC OF
KENYA

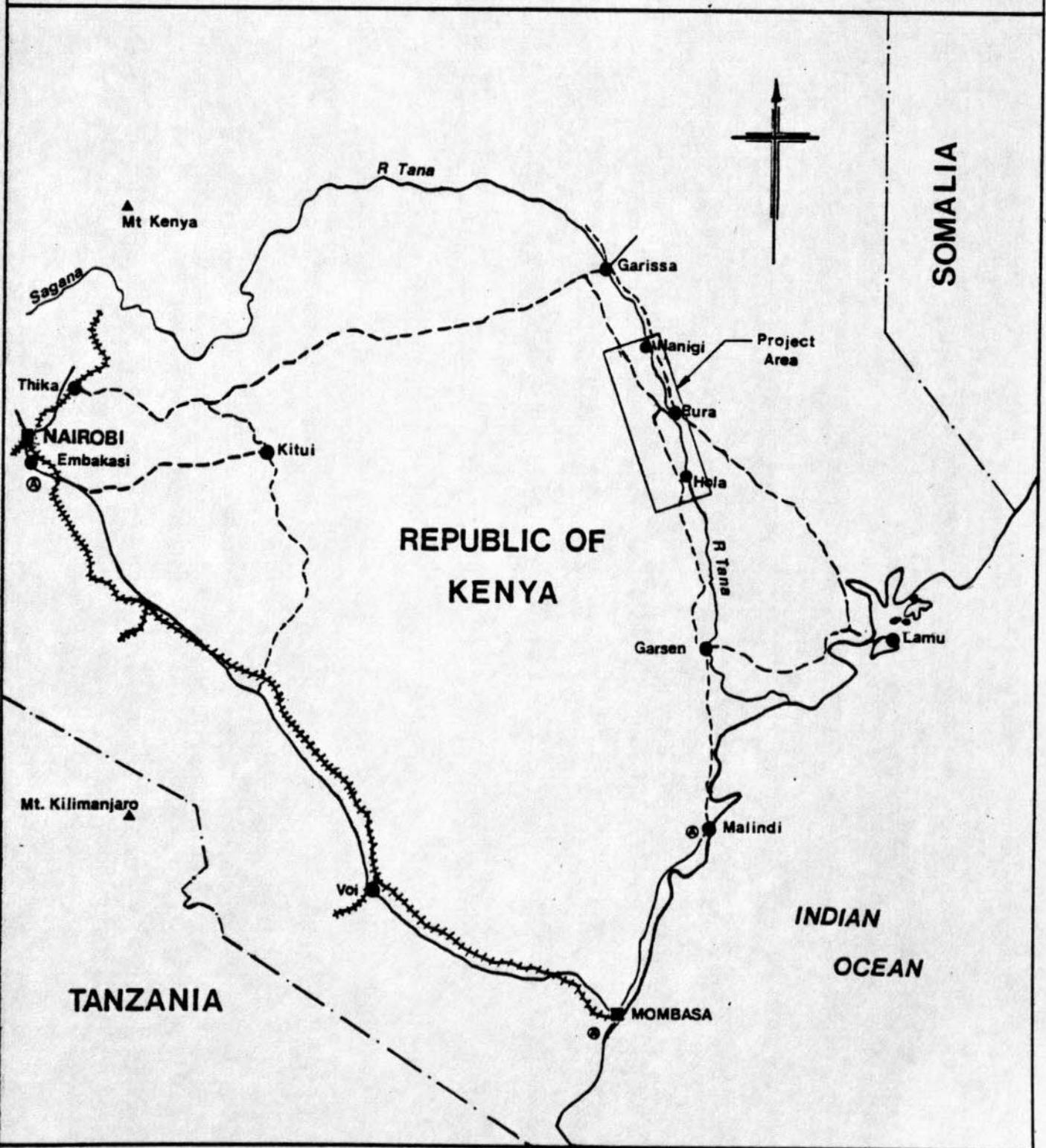
- Tarmac Road
- - - - Earth Road
- Railway (main gauge)

⊙ AIRPORT

SCALE



PROJECT LOCATION MAP FOR BURA IRRIGATION SETTLEMENT PROJECT



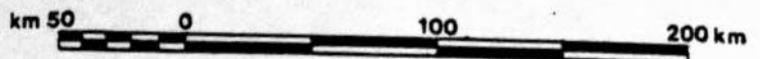
———— Tarmac Road

⊕ Airport

- - - - Earth Road

SCALE

+++++ Railway (metre gauge)



THE REPUBLIC OF KENYA
NATIONAL IRRIGATION BOARD

**BURA IRRIGATION
SETTLEMENT PROJECT
Bura West Phase I**

**Contract Nr 16/B
Supply of Agricultural Plant**

INTRODUCTION
INSTRUCTIONS FOR TENDERING
FORM OF CONTRACT AGREEMENT
CONDITIONS OF CONTRACT
SPECIFICATION

Project Consultant

SIR M MACDONALD & PARTNERS LIMITED
Demeter House, Cambridge CB1 2RS, United Kingdom

Sub Consultant

HUNTING TECHNICAL SERVICES LIMITED
Elstree Way, Borehamwood, Herts WD6 1SB, United Kingdom

JULY 1982

THE REPUBLIC OF KENYA
NATIONAL IRRIGATION BOARD

BURA IRRIGATION SETTLEMENT PROJECT Bura West Phase I

Contract Nr 16/B Supply of Agricultural Plant

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JULY 1982

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SURA IRRIGATION SETTLEMENT PROJECT

Sura West Phase 1

Contract Nr 16/8

SUPPLY OF AGRICULTURAL PLANT

INTRODUCTION

Tenders are invited for the supply to the National Irrigation Board of the Lots of Goods listed below:

Lot Nr	Item Description	Quantity
16/8/1	Disc plough	8
16/8/2	Chisel plough	13
16/8/3	Offset disc harrow	17
16/8/4	Offset disc harrow (heavy duty)	2
16/8/5	Land plough	6
16/8/6	Ridger	15
16/8/7	Groundnut planter	7
16/8/8	CDA sprayer	160
16/8/9	Rotary slashers	4
16/8/10	Hand tools etc	Item

BURA IRRIGATION SETTLEMENT PROJECT

Bura West Phase 1

Contract Nr 16/B

SUPPLY OF AGRICULTURAL PLANT

INTRODUCTION

Tenders are invited for the supply to the National Irrigation Board of the Lots of Goods listed below:-

Lot Nr	Item Description	Quantity
16/B/1	Disc plough	8
16/B/2	Chisel plough	13
16/B/3	Offset disc harrow	17
16/B/4	Offset disc harrow (heavy duty)	2
16/B/5	Land plane	6
16/B/6	Ridger	15
16/B/7	Groundnut lifter	7
16/B/8	CDA sprayer	160
16/B/9	Rotary slasher	4
16/B/10	Hand tools etc	Item

INSTRUCTIONS FOR TENDERING

Definitions of some of the terms used in these instructions, e.g. Site, will be found in Clause 2 of the Conditions of Contract.

Tender Dossier

A The tender dossier, namely the documents issued to prospective tenderers, comprises two copies of this bound document which includes:-

- Introduction
- Instructions for Tendering
- Form of Contract Agreement
- Conditions of Contract
- Specification

Part Tenders

B Tenderers are invited for one or more of the Lots in the Contract but tenders for part of a Lot are not invited.

INSTRUCTIONS FOR TENDERING

Summary of Documents to be Submitted in Tender

C The Tender Documents to be submitted shall include:-

- (1) one signed and dated copy of this bound document
- (2) the tender deposit
- (3) the original and two copies of each of the following -
 - (a) a separate proforma invoice for delivery of the agricultural plant to Site
 - (b) separate priced lists for delivery to Site of "fast moving" and "slow moving" spare parts and special tools
 - (c) a separate proforma invoice for reception, assembly, and commissioning of agricultural plant at Site stating time required from delivery of each consignment

Proforma invoices for delivery of Goods shall show separately itemised lists of the agricultural plant, each item separately priced, the several prices for freight and insurance, the time for delivery to Site, and the amounts required in foreign and Kenyan currencies.

- (4) proposed conditions of sale subject to those in this bound document
- (5) details of the Defects Liability Period
- (6) references describing financial and technical capability

(7) certificate from manufacturer empowering the Tenderer, if he is other than the manufacturer, to submit tenders and negotiate contracts.

INSTRUCTIONS FOR TENDERING

Definitions of some of the terms used in these instructions, e.g. Site, will be found in Clause 1 of the Conditions of Contract.

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- (5) details of the Defects Liability Period
- (6) references describing financial and technical capability

- (7) certificate from manufacturer empowering the Tenderer, if he is other than the manufacturer, to submit tenders and negotiate contracts using his goods
- (8) the name, address, and details of facilities offered by the Tenderer in Kenya especially in respect of post-contract services
- (9) full specification of the Goods to be supplied including descriptive literature and drawings and any specific reports or information called for in the Specification
- (10) the written undertaking of the proposed guarantor to provide the Performance Guarantee in the event of the Tenderer being awarded the Contract
- (11) shipping specification (where applicable).

All documents shall be in English or accompanied by adequate English translations. Any page on which prices have been entered by the Tenderer must be signed by a person authorised by the Tenderer to sign tenders on his behalf.

Eligibility to Tender

D Tenders will only be considered for Goods supplied from member countries of the World Bank or Switzerland or Taiwan. Tenderers must have, or be, established agents in Kenya.

Currency of Proforma Invoices

E The currency of the proforma invoices shall be that of the tenderer's own country or of another member country of the World Bank or Switzerland or Taiwan widely used in international trade.

Addenda and Obscurities

F Tenderers must state any doubt or obscurity in the requirements of the tender dossier in writing to the Purchaser with a copy to the Purchaser's Representative. Clarification will be sent in the form of a formal Addendum which will be distributed to each Tenderer who has purchased the tender dossier. Such Addenda will become part of the tender dossier.

Tender Deposit

G Tenders must be accompanied by a tender deposit of not less than the amounts listed as follows for each individual tender -

Lot	Kenya Shillings
16/B/1	3 000
16/B/2	5 000
16/B/3	3 000

Tenderers shall also provide the names of others to whom the Purchaser and/or his Representative may refer, in a view to establishing that the Tenderer is technically and financially capable of undertaking the Contract.

Lot	Kenya Shillings
-----	-----------------

16/B/4	3 000
--------	-------

16/B/5	7 000
--------	-------

16/B/6	3 000
--------	-------

16/B/7	3 000
--------	-------

16/B/8	2 000
--------	-------

16/B/9	3 000
--------	-------

16/B/10	2 000
---------	-------

which may be in the form of a bank deposit receipt in the name of the Purchaser or a confirmed irrevocable letter of credit in favour of the Purchaser or a letter of guarantee from a bank incorporated in Kenya. The deposit will be held as a guarantee of the good faith of the Tenderer and will be returned to the successful Tenderer when he has provided the Performance Guarantee, or to unsuccessful tenderers 150 days from the latest day fixed for delivery of tenders.

At any time before expiry of the validity of the tender deposit, if the same shall be in the form of a letter of guarantee or a letter of credit, the Employer may by notice in writing delivered to or sent by registered post to the Tenderer request the Tenderer to extend the validity thereof, and if the Tenderer shall fail to make such extension or if the tender deposit shall be in the form of a bank deposit and the Tenderer requests the return of the bank deposit receipt after the expiry of the said 150 days the Employer may at his discretion treat the tender as having been withdrawn by the Tenderer, but otherwise the tender shall remain binding on the Tenderer and may be accepted at any time unless withdrawn by the Tenderer after expiry of the said 150 days.

Performance Guarantee

H Tenderers will be required to supply a Performance Guarantee which is acceptable to the Purchaser as provided for in Clause 10 of the Conditions of Contract. The Form of Performance Guarantee given hereinafter is an indication of the type of security which will be required.

The Tenderer shall submit with his Tender the written undertaking of the proposed guarantor to provide the guarantee in the event of the Tenderer being awarded the Contract.

References

J Tenderers shall submit the names of those to whom they have supplied goods of a similar kind to that required under the Contract and which have been in successful use in circumstances similar to those for which the Goods are intended (preferably in Kenya) for at least two years, to whom the Purchaser and/or his Representative may refer.

Tenderers shall also provide the names of others to whom the Purchaser and/or his Representative may refer with a view to establishing that the Tenderer is technically and financially capable of undertaking the Contract.

(6) other things being equal the Tenderers who offer the longer Defect Liability Periods will be preferred

Submission of Tenders

(7) tenders will not be considered which offer goods without

K Tenders shall be submitted to the Purchaser to arrive not later than 12.00 noon on the latest day fixed for delivery of tenders.

Tenders shall be enclosed in a strong sealed parcel addressed to the Tenderer himself. This parcel shall itself be enclosed in a second strong plain sealed wrapping which shall conspicuously bear the words "TENDER FOR BURA PROJECT CONTRACT N° 16/B SUPPLY OF AGRICULTURAL PLANT. NOT TO BE OPENED BEFORE THE MEETING FOR THE OPENING OF TENDERS", but which shall bear no mark indicating the identity of the Tenderer and which shall be addressed to the Purchaser.

N Priced lists of recommended "fast moving" and "slow moving" spare parts operation, and special tools to enable all maintenance to be undertaken by the Purchaser shall be submitted with the Tender.

Opening of Tenders

L Tenders will be opened publicly at 12.00 noon on the latest day fixed for delivery at the office of the Purchaser in Nairobi. The representatives of Tenderers may attend. At the opening the names of Tenderers will be announced in the order of opening and the Tender Sums in ascending order but no further details will be made public.

Late tenders will not be considered unless no other tenders have been received.

Acceptance of his tender the Tenderer will be required to enter into a formal contract in the terms stated in the Form of Contract Agreement attached hereto. Failure to enter into a formal contract when constituted grounds for forfeiture of the tender deposit referred to in Clause Q of these instructions.

Adjudication of Tenders

M For the purpose of comparing tenders

- (1) the Purchaser will consider such factors as efficiency and compatibility of the Goods, availability of service and spare parts, amounts of expenditure required in foreign currencies,
- (2) any amounts required in foreign currency will be converted to Kenya Shillings at the official selling price of the Bank of Kenya for that currency prevailing on the first day of the month preceeding that in which the tenders are to be submitted,
- (3) if the Tenderer should require any payment by way of a letter of credit, the costs of establishing, confirming and disbursing from such letter of credit will be at the expense of the Tenderer and will therefore not be considered in the comparison of tenders,
- (4) the Purchaser will consider the time for delivery assembly and commissioning and such guarantees as the Tenderer may offer for delivery,
- (5) for part of the Goods for which price variation can apply no account will be made in the arithmetical comparison of tender prices of the price variation provision and the tenderers who choose to tender on a fixed price basis will be assumed to have

full knowledge of the commercial implications. However adjudication will be directed towards establishing the independence and relevance of the indices proposed

- (6) other things being equal the Tenderers who offer the longer Defect Liability Periods will be preferred
- (7) tenders will not be considered which offer goods without evidence of proven experience of operation in conditions similar to those of the Bura Irrigation Settlement Project
- (8) the ability of the Tenderer's established agents in Kenya to provide spare parts, maintenance workshops, field service, and customer training facilities will be taken into consideration. Tenderers whose agents offer these facilities will be preferred

Special Tools and Spare Parts

N Priced lists of recommended "fast moving" and "slow moving" spare parts for two years operation, and special tools to enable all maintenance to be undertaken by the Purchaser shall be submitted with the Tender. The Purchaser may order at his discretion any of the spare parts and special tools. The value of the items ordered will not exceed 30% at the Tender Sum.

Formal Contract

P After acceptance of his Tender the Tenderer will be required to enter into a formal contract in the terms stated in the Form of Contract Agreement attached hereto. Failure to enter into a formal contract when requested will constitute grounds for forfeiture of the tender deposit referred to in Clause G of these Instructions.

Yours faithfully,

(An approved Insurance Company or Bank)

**AN ACCEPTABLE
FORM OF PERFORMANCE GUARANTEE**

(Reference is made to Clause H of the Instructions for Tendering and Clause 10 of the Conditions of Contract.)

To:

Sir,

We hereby
guarantee
(hereinafter called 'the Contractor') financially, for the sum of
(.)
on the occasion of Contract Nr 16/B Supply of Agricultural Plant forming part
of the Bura Irrigation Settlement Project as per Agreement concluded between
them and the (hereinafter
called 'the Purchaser') and we undertake to pay the said amount to the
Purchaser on demand and without notice or any other condition or restriction.
The said amount shall be at the disposal of the Purchaser from this date until
the date of expiry of the Defects Liability Period in accordance with the said
Contract or such earlier time as the said Purchaser shall voluntarily cancel or
surrender the same. No claim under this guarantee shall be accepted if not
presented to us in writing on or before the said expiry date and this deed of
guarantee shall be automatically cancelled and shall become null and void
without previous notice or any other legal or official formality if no such
claim is submitted within the period as aforesaid.

Yours faithfully,

(An approved Insurance Company or Bank)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT is made the day of 19
BETWEEN The National Irrigation Board of P.O. Box 30372, Nairobi, Kenya
hereinafter called the "Purchaser") of the one part and
.
. (hereinafter called the "Contractor") of the other part.

WHEREAS the Purchaser is desirous of purchasing certain Goods for the
Project known as the Bura Irrigation Settlement Project and has accepted a
Tender by the Contractor for the supply of Goods all in accordance with the
Contract, namely -

Lot No	Item Description	Quantity
--------	------------------	----------

FORM OF CONTRACT AGREEMENT

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:-

- (a) The Conditions of Contract.
- (b) The Contractor's Conditions of Sale.
- (c) The Proforma Invoices.
- (d) Addenda No. to No. inclusive.
- (e) The Specification.
- (f) The Contractor's details of the Goods.
- (g) The Purchaser's Letter of Intent (if any) as subsequently confirmed by the Contractor as acceptable to him.
- (h) The Purchaser's Letter of Acceptance of Tender.

N. M.

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BETWEEN The National Irrigation Board of P.O. Box 30372, Nairobi, Kenya
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WHEREAS the Purchaser is desirous of purchasing certain Goods for the Project known as the Bura Irrigation Settlement Project and has accepted a Tender by the Contractor for the supply of Goods all in accordance with the Contract, namely -

ON BEHALF OF THE PURCHASER

Lot Nr	Item Description	Quantity
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 - (f) The Contractor's details of the Goods.
 - (g) The Purchaser's Letter of Intent (if any) as subsequently confirmed by the Contractor as acceptable to him.
 - (h) The Purchaser's Letter of Acceptance of Tender.

3. In/

3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Purchaser to supply the Goods in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Contractor in consideration of the supply of Goods the amounts due at the times and in the manner all as prescribed by the Contract.

IN WITNESS whereof the representatives of the parties hereto have hereunto set their respective hands the day and year first mentioned above.

FOR AND ON BEHALF OF THE PURCHASER

In the capacity of

CONDITIONS OF CONTRACT

Witness

FOR AND ON BEHALF OF THE CONTRACTOR

In the capacity of

Witness

CONDITIONS OF CONTRACT

The Conditions of Contract shall be the Conditions of Sale accompanying the Tender, together with such amendments or other conditions as shall have been agreed in writing between the Purchaser and the Contractor prior to the date of the Contract Agreement and the following conditions. Where there is a conflict between the following conditions and any other conditions the following shall prevail:-

Clause 1 - Definitions

In construing the Contract the following words shall have the meanings herein assigned to them unless there is something in the subject matter or context inconsistent with such construction:-

The "Purchaser" shall mean the National Irrigation Board of P.O. Box 3072, Nairobi, Kenya.

The "Purchaser's Representative" shall mean the person or persons appointed by The National Irrigation Board, and communicated to the Contractor.

The "Contractor" shall mean the Contractor whose Tender has been accepted by the Purchaser.

"Site" shall mean the mechanical workshop of the Purchaser at the Rural Centre, Bura.

"Goods" shall mean the agricultural plant, special tools, spares, ancillary equipment and any other items of equipment as detailed herein and in the Introduction.

"Lot" shall mean a category into which the Goods are divided and numbered.

Clause 2 - Delivery

The Contractor shall at his own cost deliver (including assembly and commissioning) the Goods to the Site. Such delivery shall be completed within the delivery period(s) given below which shall commence on the date of receipt by the Contractor of the Purchaser's Letter of Acceptance of Tender.

There shall be two delivery periods as follows:

- (i) one half of each Lot of the agricultural plant, special tools and all spare parts delivered within 3 months

and

- (ii) the remainder of the Goods within 15 months

or in each case by such other times as may be agreed between the Purchaser and the Contractor.

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and

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or in each case by such other times as may be agreed between the Purchaser and the Contractor.

Where the quantity of items in a Lot is an odd number the amount to be supplied under (i) above shall be half this number plus one half unit.

Clause 3 - Assembly and Commissioning

The Contractor shall receive and check the Goods delivered to the Site and shall inform the Purchaser's Representative when he considers a consignment of agricultural plant ready for commissioning. When the Purchaser's Representative is satisfied that each item of the Goods in the consignment is in good working order he shall issue a certificate showing the date (the Commissioning Date) on which the consignment was commissioned.

When the Purchaser's Representative is satisfied that all the spares have been delivered he shall issue a certificate to that effect.

The Contractor shall be responsible, inter alia, for the provision of all labour and crantage required for assembly and commissioning.

Clause 4 - Inspection

In accordance with the import regulations of the Government of Kenya in force from time to time the Contractor shall arrange inspection by the Societe Generale de Surveillance or their accredited agents in the country of origin of imported Goods and shall provide the Purchaser with this inspection certificate. Such inspection and certification shall be at the cost of the Contractor.

The Purchaser shall also have the right to inspect the Goods to be supplied at the manufacturer's works, and where applicable to witness conformance tests on the main parts of the Goods. Such inspection shall be at the cost of the Purchaser. The conformance tests themselves shall be at the cost of the Contractor who shall supply the necessary equipment for such testing.

Clause 5 - Insurance

Insurance shall be in the joint names of the Purchaser and Contractor and shall be effected by the Contractor and shall include cover until the Commissioning Date for each consignment of Goods to the full value of such consignment plus 10% against damage or loss however caused.

The risks against which the Contractor is to insure under the Contract shall be insured through an approved insurance company in Kenya and any cover against risks which the Contractor may enjoy under a global policy of insurance shall be reinsured in Kenya by a Kenyan insurance company in respect of the Contractor's obligations under the Contract.

Clause 6 - Currency

Payment shall be made in the currency used by the Contractor in his Tender.

The Purchaser warrants that foreign exchange facilities will be made available for the purchase and import by the Contractor of the Goods. All

foreign exchange facilities shall be in accordance with the rules and regulations of the Central Bank of Kenya in force from time to time.

The Contractor shall make expenditure in foreign currency for the purpose of the Contract only for goods produced in or services procured from member countries of the World Bank or Switzerland or Taiwan.

Where the Contractor requires letters of credit to be established by the Purchaser these will be provided by the Purchaser at the cost of the Contractor on terms of withdrawal appropriate to the Conditions of Payment.

The terms of the letter of credit shall be to the approval of the Purchaser and shall incorporate a provision that disbursements under the facilities shall only be made on the Payment Certificate of the Purchaser's Representative given in accordance with Clause 7 hereof. Disbursements shall be at the rates of exchange registered in the official records of the Central Bank of Kenya as ruling on the first day of the month preceding the month in which Tenders were submitted.

Payments in Kenyan currency shall be made by the Purchaser within 45 days from the date of the Purchaser's Representative's Payment Certificate.

The Purchaser's Representative shall not be responsible for any payments to be made by the Purchaser under the terms of the Contract.

Clause 7 - Conditions of Payment

The Purchaser's Representative shall certify by means of a Payment Certificate as follows:-

In respect of provision of Goods:-

- (i) On delivery
95% of the value of a consignment of Goods delivered to Site.
- (ii) On the Commissioning Date
95% of the reception, assembly and commissioning costs in respect of the Goods.
- (iii) Twelve months after the Commissioning Date the remaining 5% of each of the above values and costs.

Clause 8 - Variations in Price

Tenderers may submit their own Variation of Price Formulae with their Tender for approval. Unless otherwise stated in the Tender and agreed prior to the Contract, the rates and prices stated on the proforma invoice shall be subject to variation only if:-

- (a) variations in the quantity of the Goods ordered exceed 10%, or
- (b) variations in specification of the Goods to be supplied are ordered by the Purchaser

The validity of the Performance Guarantee shall not expire before the end and also for Goods delivered under Clause 2(ii) above if -

- (c) the net amount for sea or air freight (if applicable) and insurance varies from that shown in the Tender for the first half of the Goods
- (d) upon application of a formula which relates to the rates and prices stated in the proforma invoices there should be a rise or fall in the amounts due to the Contractor.

For the purpose of calculating the amounts due to the Contractor, the rates and prices stated in the Proforma invoice shall be varied according to the following formula -

$$R = 0.85 T \frac{Su}{So}$$

where "R" is the varied rate or price to be used in the calculation of the amounts due to the Contractor.

"T" is the corresponding rate or price in the Proforma invoice for the first consignment.

"So" is the value of the approved national index (or approved independent index) in the country of manufacture of a substantial proportion of the Goods to be provided which is current on the date marking the completion of the period of delivery for the first half of the Goods.

"Su" is the value of the said price index current on the date marking the elapse of three-fifths of the period between the completion of the period of delivery for the first half of the Goods and completion of the period of delivery for the second half of the Goods.

Clause 9 - Defects Liability

The Contractor shall be responsible for the performance of the Goods to the requirements of the Contract. The Contractor shall be responsible for making good any defects which may become evident during the Defects Liability Period other than those due to maloperation by the Purchaser or due to fair wear and tear. The Defects Liability Period shall commence on the Commissioning Date and shall be of the duration stated in the Contract, which shall not be less than six months.

Clause 10 - Performance Guarantee

The Contractor shall provide within 21 (twenty-one) days of receipt of the letter of acceptance from the Purchaser the guarantee of an Insurance Company or Bank to be bound with the Contractor in a sum for the due performance of the Contract under the terms of a Guarantee. The said Insurance Company or Bank and the terms of the said Guarantee shall be such as shall be approved by the Purchaser and the provision of such Guarantee and the cost of the Guarantee shall be at the expense in all respects of the Contractor. The amount of the Guarantee shall be not less than 10% of the accepted Tender Sum.

The validity of the Performance Guarantee shall not expire before the end of the Defects Liability Period.

RESPECIFICATION

GENERAL

SPECIFICATION

GENERAL

Brief Description of Requirements

1. The duties of the Contractor in the execution of the Contract include the supply, assembly and commissioning of the Goods as detailed herein and listed in the Introduction.

Assembly and Commissioning

2. The Goods shall be delivered new. Assembly and commissioning at the Site shall be to full working order.

The initial charges of fuel, oil, grease, electrolyte and similar materials necessary for the correct setting to work and operation of the Goods shall always be included.

Manuals, Drawings, etc.

SPECIFICATION

3. The Contractor shall **GENERAL** provide two copies of an operating and maintenance manual for each item of agricultural plant. The Contractor shall also provide one copy per five items of agricultural plant of each of the following -

- (a) spare parts catalogue
- (b) lubrication chart
- (c) workshop manual
- (d) drawings (where necessary for maintenance and repair).

Language and Units

4. All manuals, catalogues, charts, drawings, name plates, markings etc. shall be in English. The system of measurement used throughout, including the graduation of any gauges or meters, shall be the S.I. system.

Packing

5. The Contractor shall pack, mark and, as necessary, protect the Goods for delivery, unloading, handling, storage in the open, and transport to Site.

Attention shall be given to the protection of parts which are liable to deteriorate in the climatic conditions prevailing in Kenya, and the form of packaging shall be such that no damage to the Goods shall result from normal handling or prolonged storage in the open.

Small parts shall be boxed and suitably marked on the outside. Larger parts shall be protected as necessary and shall be suitably marked and listed. Unless otherwise approved, consignments shall conform to the requirements of the Kenyan Highway Authorities.

SPECIFICATION

GENERAL

Brief Description of Requirements

1 The duties of the Contractor in the execution of the Contract include the supply, assembly and commissioning of the Goods all as detailed herein and listed in the Introduction.

Assembly and Commissioning

2 The Goods shall be delivered new. Assembly and commissioning at the Site shall be to full working order.

The initial charges of fuel, oil, grease, electrolyte and similar materials necessary for the correct setting to work and operation of the Goods shall always be included.

Manuals, Drawings, etc.

3 The Contractor shall provide two copies of an operating and maintenance manual for each item of agricultural plant. The Contractor shall also provide one copy per five items of agricultural plant of each of the following -

- (a) spare parts catalogue
- (b) lubrication chart
- (c) workshop manual
- (d) drawings (where necessary for maintenance and repair).

Language and Units

4 All manuals, catalogues, charts, drawings, name plates, markings etc. shall be in English. The system of measurement used throughout, including the graduation of any gauges or meters, shall be the S.I. system.

Packing

5 The Contractor shall pack, mark and, as necessary, protect the Goods for delivery, unloading, handling, storage in the open, and transport to Site.

Attention shall be given to the protection of parts which are liable to deteriorate in the climatic conditions prevailing in Kenya, and the form of packaging shall be such that no damage to the Goods shall result from normal handling or prolonged storage in the open.

Small parts shall be boxed and suitably marked on the outside. Larger parts shall be protected as necessary and shall be suitably marked and listed. Unless otherwise approved, consignments shall conform to the requirements of the Kenyan Highway Authorities.

The Contractor shall confirm to the Purchaser's Representative as soon as possible after the Goods are packed that each separate crate or box shall contain a packing list, a duplicate of which shall be sent separately to the Bura Project Coordinator, National Irrigation Board, P.O. Box 30372, Nairobi, i.e. separate from and additional to any agreed distribution of copies of dispatching or shipping documents.

The packing list shall state the following:-

- (a) crate or box identification numbers
- (b) order number
- (c) for each part contained in it: part number, description, quantity, balance of order outstanding.

For Goods delivered via Mombasa in addition to the normal dangers of damage during shipment to Mombasa and during handling in the port area, the Goods may be delayed on the quayside for some time.

The additional dispatching or shipping mark shall be:-

BURA WEST CONTRACT 16/B

On delivery to Site the packing materials shall become the property of the Purchaser.

Ambient Conditions

6 The Site is at the Rural Centre at Bura, which is located on the west bank of the Tana River approximately 450 km from Nairobi and 400 km from Mombasa by road as shown in Figure Nr 1.

The average shade temperature where the Goods are required to operate may vary between 20degC and 40degC over the year. There are usually two rainy seasons from March to May and October to December. The total annual rainfall averages about 480 mm, but there are large variations in annual totals and in monthly totals for the same month of different years.

The soils are predominantly sandy clay texture which when wet becomes very plastic, and when dry, very dusty. The area is subject to prolonged steady winds which carry airborne dust and grit.

Without prejudice to the successful functioning of the Goods under the ambient conditions stated above, the Goods shall be designed to work under the following tropical climate conditions:-

Surrounding air temperature 0degC - 40degC

Relative humidity Max.95%

Altitude 100 m above sea level.

Inspection and Tests

7 The Purchaser's right to inspect under the terms of Clause 4 of the Conditions of Contract may be exercised by the Purchaser's Representative or by an inspector to be designated by the Purchaser or the Purchaser's Representative.

The Contractor shall confirm to the Purchaser's Representative as soon as possible after receipt of the Letter of Acceptance of the Contract the delivery date and shall give him and the designated inspector (if any) at least 15 clear working days notice in writing that the Goods are ready for inspection or that tests are ready for witnessing.

Inspection at the manufacturer's works shall include the visual inspection of the Goods to be supplied and witnessing conformance tests of moving parts.

Visual inspection will include checking:-

- (a) compliance with the Specification and the Contractor's undertaking in respect of description, quality and quantity
- (b) suitability of packing.

Where not otherwise specified, conformance tests will be limited to those required by the appropriate British or other equivalent approved national or international standards.

Interchangeability of Components

8 All Goods to be supplied by the same manufacturer shall be as far as possible, of the same series and model with interchangeable components.

Types of Tractors

9 The Goods to be provided under this Contract must be suitable for use with agricultural tractors being purchased under a separate contract as follows:-

- (a) 65-75 hp two wheel drive
- (b) 80-90 hp two wheel drive
- (c) 80-90 hp four wheel drive

Each will have:-

dual speed 540/1000 rev/min power take off

three point linkage, category II with heavy duty adjustable check chains

steel swinging draw bar with height adjustment, clevis and hitch pins.

The 80-90 hp four wheel drive tractors will also be fitted with a valve for a double acting remote hydraulic cylinder with quick connect couplings to ASAE Standard S366 (SAE J1036).

LOT No 3/70/1 - DISC PLOUGH

Type

L.15 The disc plough shall be a 3 furrow convertible to 4 furrow rigid disc plough fitted with steel depth gauge wheel and rear stabilising wheel. It shall be suitable for mounting on any tractor specified in Clause 1 hereof.

Performance

L.16 Maximum of 300 mm width cut per furrow. Disc size 650 mm - 750 mm, thickness to be stated. Each blade shall be fitted with a nose type mouldboard.

Adjustments

L.17 Side draft control via rear wheel and cross shaft adjustment. Depth control via depth wheel.

SPECIFICATION

General Requirements

PARTICULAR

L.18 Renewable hardened discs fitted to rear and depth wheels. Wheel weights on depth wheel. Cushion spring on rear wheel. Discs to be plain with an outside bevel. Sealed or dust proof tapered roller bearings throughout. Support stand. Provision for added weight. Manufacturer's tool kit.

LOT Nr 16/B/1 - DISC PLOUGH

Type

1.01 The disc plough shall be a 3 furrow convertible to 4 furrow rigid beam disc plough fitted with steel depth gauge wheel and rear stabilising wheel. It shall be suitable for mounting on any tractor specified in Clause 9 hereof.

Measurements

1.02 Maximum of 300 mm width cut per furrow. Disc size 650 mm - 750 mm, thickness to be stated. Each blade shall be fitted with a hoe type scraper.

Adjustments

1.03 Side draft control via rear wheel and cross shaft adjustment. Depth control via depth wheel.

Other Requirements

1.04 Renewable hardened discs fitted to rear and depth wheels. Wheel weights on depth wheel. Cushion spring on rear wheel. Discs to be plain with an outside bevel. Sealed or dust proof tapered roller bearings throughout. Support stand. Provision for added weight. Manufacturer's tool kit.

Type

2.01 The chisel plough shall have forward sloping rigid tines with the share position well forward of the tine shank. It must be capable of primary tillage to a depth of 400 mm. The tines should be arranged in a 90deg delta or arrowhead formation. The plough shall be suitable for mounting on a 80-90 hp tractor as specified in Clause 9(b) hereof.

Measurements

2.02 Working width of 3.0 m nominal.
Underframe clearance of 600 - 650 mm.

Nr of tines 12 in 3 rows.

Adjustments

2.03 Tine spacing should be adjustable. Depth control wheels should be fitted.

Other Requirements

2.04 Shares should be wear resistant and reversible. Depth control wheels should be of steel construction and fitted with sealed dust proof bearings. The tines should be protected with shear pins.

Manufacturer's tool kit and supply of shear pins should be provided.

LOT Nr 16/B/3 - OFFSET DISC HARROW (DUTY)

Type

3.01 Fully mounted offset disc harrow with 3 point mounting suitable for any tractor specified in Clause 9 hereof. Working depth controlled by hydraulic draft control.

Measurements

3.02 Working width 2.0 m nominal

Maximum hitch offset 0.7 m

Maximum gang offset 0.5 m to left or right

Approx. weight 650 kg

Other Requirements

3.03 20 Nr 0.5 m diameter plain shallow dish discs on 230 mm spacings. Discs shall be fitted with self-lubricating sealed bearings. Additional weights and a manufacturer's standard tool kit shall be supplied.

LOT Nr 16/B/4 - OFFSET DISC HARROW (HEAVY DUTY)

Type

4.01 The disc harrow shall be of the wheel mounted offset type capable of being towed by the tractor specified in Clause 9(b) hereof. Width of cut 2.5 m minimum.

Frame

4.02 The front and rear disc gangs shall be mounted on a rigid frame which carries the two wheels, axle, and lifting mechanism. Adjustment to alter the angle of cut (gang angle) must be provided.

Disc (Blade) Equipment

4.03 The discs (blades) shall be of 610 mm minimum diameter and 4.05 mm minimum thickness. Disc spacing should be between 225 mm and 270 mm with front gang discs being notched (scalloped or cut away) and rear gang discs plain. Adjustable scrapers to each disc.

Other Requirements

4.04 Type of sealed bearings to be specified. Double acting hydraulic cylinder lift to ram with quick release couplings to ASAE Standard S366 (SAE J1036).

Minimum weight 1 200 kg

Tyre sizes 7.50 x 16 - 8 ply
A manufacturer's tool kit shall be supplied.

Control System

5.06 Bucket hydraulic system should be supplied with all the necessary fittings for both manual and tractor operation, including: double action cylinder, hoses, hand pump and quick disconnect hydraulic couplings to ASAE Standard S366 (SAE J1036).

Other Requirements

5.07 All wheel bearings should be sealed and dust proof.

A manufacturer's tool kit shall be supplied.

LOT № 16/B/5 - LAND PLANE

Type

5.01 The land plane shall have a heavy duty type frame of all steel construction and shall be suitable for use behind a 90 hp tractor of the type specified in Clause 9(b) and 9(c) hereof.

Cutting Width

5.02 Bucket cutting width should be a minimum of 2.75 m and a maximum of 3.25 m.

Frame

5.03 Frame can be of a rigid or telescoping type with a minimum levelling length of 9 m and a maximum levelling length of 15.25 m.

Bucket

5.04 The bucket should be fitted with adjustable side skirts and a replaceable cutting edge.

Wheels and Tyres

5.05 Where separate wheels are used for field use and for transport, the field wheels should be steel and the transport wheels, rubber tyred with heavy duty inner tubes. Where wheels are dual purpose they should be heavy duty tubed type. Tubeless tyres are not acceptable for either application.

Control System

5.06 Bucket hydraulic system should be supplied with all the necessary fittings for both manual and tractor operation, including; double action cylinder, hoses, hand pump and quick disconnect hydraulic couplings to ASAE Standard S366 (SAE J1036).

Other Requirements

5.07 All wheel bearings should be sealed and dust proof.

A manufacturer's tool kit shall be supplied.

Type

6.01 The ridger shall be a mounted type (Category II) suitable for use with tractors specified in Clause 9 (b) or (c) hereof. It shall be suitable for mounting on any tractor specified in Clause 9 hereof.

Ridging Equipment

6.02 The ridging bodies, fitted with wings, shall be mounted on solid legs clamped to a heavy duty toolbar with a safety release of the friction bolt or shear type. The unit should be capable of ridging and re-shaping ridges in dry soil. Five (convertible to four) 'Lister' type bodies shall be provided.

Transmission

Tool Bar and Hitch

6.03 The tool bar shall be of heavy duty (100 mm x 100 mm minimum) steel box section long enough to accommodate five bodies at 1.0 m centres. The construction should be such that bodies are easily moved along the toolbar with the minimum restriction to choice of row width. Clearance under the toolbar should be adequate for the inter-row cultivation of ridged crops.

6.04 Digging blades shall be of high grade steel with finger extensions mounted on twin (left and right hand) standards with adjustment to rows as detailed in Clause 4.01 above. Adjustment should be available to alter pitch.

Other Equipment

6.04 Two steel gauge (depth) wheels with similar clamping arrangement to the ridging bodies. Two adjustable markers capable of a wide range of adjustment for rows 600 mm to 1.0 m wide. Sealed dust proof bearings to both wheels and marker discs.

6.05 Slatted bar conveyor with steel fingers and rear drive. Provision for a manufacturer's tool kit shall be supplied. Adjustable finger bar windrowing device.

Depth Control

6.06 Depth control shall be by means of steel wheels, adjustable for depth and for row widths as detailed in Clause 4.01 above.

Other Requirements

6.07 All bearings should be sealed and dust proof. Provision should be made for the attachment of optional equipment, such as:-

- additional conveyor agitation
- windrow inverter
- cutters for trash cutting.

Manufacturer's tool kit shall be supplied.

LOT № 16/B/7 - GROUNDNUT DIGGER/SHAKER/WINDROWER

Type

7.01 The digger shall be a standard model, capable of handling rows, both on the flat and on ridges, in the range 0.6 m to 1.0 m, one or two rows per ridge. It shall be suitable for mounting on any tractor specified in Clause 9 hereof.

Frame

7.02 All parts of the frame and welding shall be heavy duty, re-inforced where necessary.

Transmission

7.03 Telescopic power take-off drive at 540 rev/min. Drive line to have some form of overload protection. Bevel drive gearbox with belt or chain drive to conveyor incorporating tensioner, and oil bath lubrication.

Digging Blades

7.04 Digging blades shall be of high grade steel with finger extensions mounted on twin (left and right hand) standards with adjustment to accommodate rows as detailed in Clause 4.01 above. Adjustment should be available to alter pitch.

Conveyor and Windrower

7.05 Slatted bar conveyor with steel fingers and rear drive. Provision for pitch and height adjustment. Delivery to adjustable finger bar windrowing device.

Depth Control

7.06 Depth control shall be by means of steel wheels, adjustable for depth and for row widths as detailed in Clause 4.01 above.

Other Requirements

7.07 All bearings should be sealed and dust proof. Provision should be made for the attachment of optional equipment, such as:-

- additional conveyor agitation
- windrow inverter
- coulters for trash cutting.

Manufacturer's tool kit shall be supplied.

LOT Nr 16/B/8 - C.D.A. SPRAYER (HAND HELD)

Type

8.01 A hand held battery-powered sprayer for controlled droplet application of pesticides to standing crops and tall weeds. The sprayer shall be easily portable, simple to operate and maintain, and made from non-corrodable materials.

Performance

8.02 The sprayer shall be capable of supplying flow rates in the range 0.5 ml/s - 3 ml/s (maximum) with a droplet size of 70-90 microns.

Power Source

8.03 Battery source using HP2 batteries.

Capacity

8.04 Sprayer tank capacity shall be at least 1 litre.

Tail Wheel

8.05 A central tail wheel attached to the main frame should have fully centering capability and provision for height adjustment.

Other Requirements

8.06 Machine to be centrally mounted behind tractor. Height of cut should be adjustable down to 50 mm.

Manufacturer's standard tool kit.

LOT Nr 16/B/9 - ROTARY SLASHER

Type and Quantity

9.01 A three point linkage mounted, power take-off drive rotary cutter with a central tail wheel.

Dutch hoe 20 000

Drive

3ambe 10 050

9.02 Power take-off drive at 540 rev/min to a heavy duty bevel gearbox with oil immersed gears, overload (slip clutch) protection on input side of gearbox. Gearbox capacity of 75 hp (56 kW) maximum, suitable for use with tractor specified under Clause 9 hereof.

Portable check 210

Cutting Equipment

Syphon 10 900

9.03 A minimum of 2 reversible heat treated, free swinging knives should be mounted to the rotor to produce a cutting width of 2.0 m minimum. Cutting knife tip velocity should be a minimum of 50 m/s and a maximum of 90 m/s. Knife section to be 15 mm x 100 mm minimum.

Sack barrow 23

Hitch and Frame

Inspection and Approval

9.04 Hitch to the Category II three part linkage incorporating a depth control chain independent of the tractor hydraulic control level position. Frame should be of heavy duty construction with top cover made from 4 mm minimum steel plate and side frames from 5 mm minimum thickness steel plate.

Prior to delivery to Site all items will be subject to inspection in accordance with the general specification and Clause 4 of Replaceable side skids of heat treated steel should be fitted to the side members. Hitch linkage should allow free pitching of tractor and machine on undulating ground.

Tail Wheel

9.05 A central tail wheel attached to the main frame should have fully castoring capability and provision for height adjustment.

Other Requirements

9.06 Machine to be centrally mounted behind tractor. Height of cut should be adjustable down to 50 mm.

Manufacturer's standard tool kit.

LOT № 16/B/10 - HAND TOOLS, ETC.

Type and Quantity

10.01 The following hand tools etc are required :

Dutch hoe	20 000
Jembe	10 000
Panga	10 000
Spade	5 000
Portable check	210
Syphon	10 500
Cotton skip	10 000
Grading mat	5 000
Sack barrow	23

FIGURE

Inspection and Approval

10.02 Samples of these items are available for inspection by prior arrangement in the Purchaser's Stores. The Contractor shall submit duplicate samples of all items for approval by the Purchaser's Representative. Prior to delivery to Site all items will be subject to inspection in accordance with the general specification and Clause 4 of the Conditions of Contract.

PROJECT LOCATION MAP FOR BURA IRRIGATION SETTLEMENT PROJECT

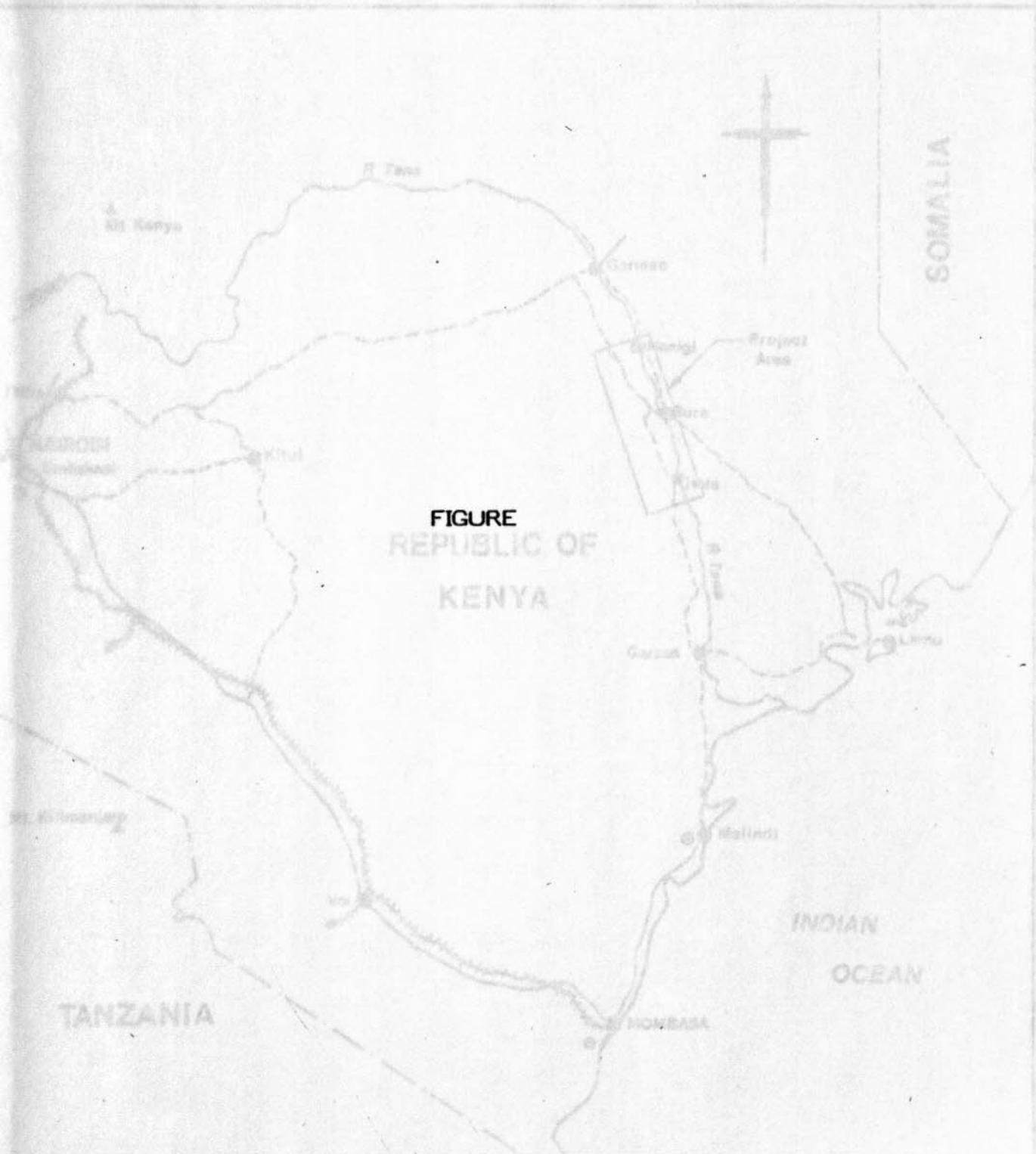


FIGURE
REPUBLIC OF
KENYA

Tareac Road

⊙ Airport

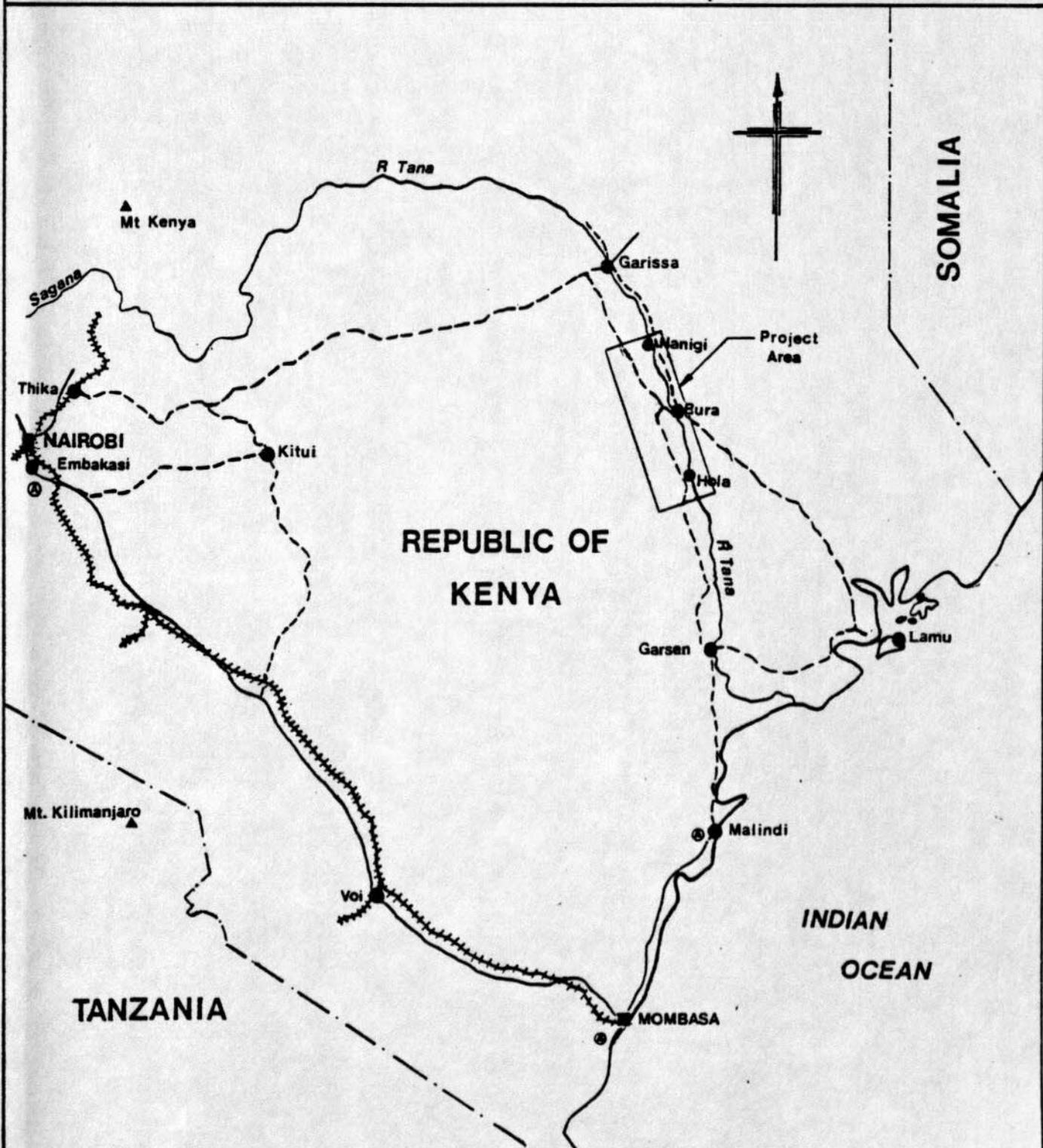
North Road

SCALE

Railway (metre gauge)



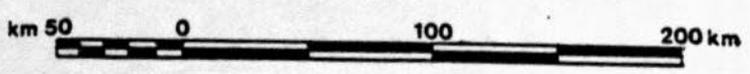
PROJECT LOCATION MAP FOR BURA IRRIGATION SETTLEMENT PROJECT



- Tarmac Road
- - - - Earth Road
- + + + - Railway (metre gauge)

⊙ Airport

SCALE



BURA IRRIGATION SETTLEMENT PROJECT Bura West Phase I

Contract Nr 16/C Supply of Mobile Workshop and Lubricating Unit

INTRODUCTION

INSTRUCTIONS FOR TENDERING

FORM OF CONTRACT AGREEMENT

CONDITIONS OF CONTRACT

SPECIFICATION

Project Consultant

SIR M MACDONALD & PARTNERS LIMITED
Demeter House, Cambridge CB1 2RS, United Kingdom

Sub Consultant

HUNTING TECHNICAL SERVICES LIMITED
Elstree Way, Borehamwood, Herts WD6 1SB, United Kingdom

JULY 1982

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FIGURE

INTRODUCTION

BURA IRRIGATION SETTLEMENT PROJECT

Bura West Phase 1

Contract Nr 16/C

SUPPLY OF MOBILE WORKSHOP AND LUBRICATING UNITS

INTRODUCTION

Tenders are invited for the supply to the National Irrigation Board of the Lots of Goods listed below:-

Lot No	Item Description	Quantity
16/C/1	Mobile Workshop	2
16/C/2	Mobile Lubricating Unit	2

INTRODUCTION

BURA IRRIGATION SETTLEMENT PROJECT

Bura West Phase 1

Contract Nr 16/C

SUPPLY OF MOBILE WORKSHOP AND LUBRICATING UNITS

INTRODUCTION

Tenders are invited for the supply to the National Irrigation Board of the Lots of Goods listed below:-

Lot Nr	Item Description	Quantity
16/C/1	Mobile Workshop	2
16/C/2	Mobile Lubricating Unit	2

INSTRUCTIONS FOR TENDERING

INSTRUCTIONS FOR TENDERING

Definitions of some of the terms used in these instructions, e.g. Site, will be found in Clause 1 of the Conditions of Contract.

Tender Dossier

A The tender dossier, namely the documents issued to prospective tenderers, comprise two copies of the following documents:

- Introduction
- Instructions for Tendering
- Form of Contract Agreement
- Conditions of Contract
- Specification

Part Tenders

B Tenders are invited for separate Lots in the Schedule. No tenders for part Lots are invited.

Summary of Documents to be Submitted as Tender

C The Tenderer shall submit the following documents:

INSTRUCTIONS FOR TENDERING

- (1) one signed and dated copy of the tender schedule
 - (2) the tender deposit
 - (3) the original and two copies of each of the following:
 - (a) a separate proforma invoice for delivery to Site of the mobile workshops (including tools and accessories and operating units)
 - (b) separate priced lists for delivery to Site of "fast moving" and "slow moving" spare parts and service tools
 - (c) a separate proforma invoice for installation, assembly and commissioning of mobile workshops and refuelling units at Site stating time required from delivery of work commencement
 - (d) a separate proforma invoice for all the vehicles, tools and equipment listed in Schedules A and B.Proforma invoices for delivery of Goods shall show separately itemised lists of the mobile workshops and refuelling units, each item separately priced, the amount payable for freight and insurance, the time for delivery to Site, and the amounts required in foreign and Kenyan currencies.
- (4) proposed conditions of sale subject to those in this tender document

(5) details of the Defects Liability Period

(6) **INSTRUCTIONS FOR TENDERING**

Definitions of some of the terms used in these instructions, e.g. Site, will be found in Clause 1 of the Conditions of Contract.

Tender Dossier

A The tender dossier, namely the documents issued to prospective tenderers, comprises two copies of this bound document which includes:-

- Introduction
- Instructions for Tendering
- Form of Contract Agreement
- Conditions of Contract
- Specification

Part Tenders

B Tenders are invited for separate Lots in the Contract but tenders for part Lots are not invited.

Summary of Documents to be Submitted in Tender

C The Tender Documents to be submitted shall include -

- (1) one signed and dated copy of this bound document
- (2) the tender deposit
- (3) the original and two copies of each of the following -

(a) a separate proforma invoice for delivery to Site of the mobile workshops (excluding tools and equipment) and lubricating units

(b) separate priced lists for delivery to Site of "fast moving" and "slow moving" spare parts and special tools

(c) a separate proforma invoice for reception, assembly, and commissioning of mobile workshops and lubricating units at Site stating time required from delivery of each consignment

(d) a separate proforma invoice for all the workshop tools and equipment listed in Schedules A and B.

Proforma invoices for delivery of Goods shall show separately itemised lists of the mobile workshops and lubricating units, each item separately priced, the several prices for freight and insurance, the time for delivery to Site, and the amounts required in foreign and Kenyan currencies.

- (4) proposed conditions of sale subject to those in this bound document

- (5) details of the Defects Liability Period
- (6) references describing financial and technical capability
- (7) certificate from manufacturer empowering the Tenderer, if he is other than the manufacturer, to submit tenders and negotiate contracts using his goods
- (8) the name, address, and details of facilities offered by the Tenderer in Kenya especially in respect of post-contract services
- (9) full specification of the Goods to be supplied including a plan showing in detail how the fittings, tools and equipment are to be installed in the mobile workshops
- (10) the written undertaking of the proposed guarantor to provide the Performance Guarantee in the event of the Tenderer being awarded the Contract
- (11) shipping specification (where applicable).

All documents shall be in English or accompanied by adequate English translations. Any page on which prices have been entered by the Tenderer must be signed by a person authorised by the Tenderer to sign tenders on his behalf.

Eligibility to Tender

D Tenders will only be considered for Goods supplied from member countries of the World Bank or Switzerland or Taiwan. Tenderers must have, or be, established agents in Kenya.

Currency of Proforma Invoices

E The currency of the proforma invoices shall be that of the tenderer's own country or of another member country of the World Bank or Switzerland or Taiwan widely used in international trade.

Addenda and Obscurities

F Tenderers must state any doubt or obscurity in the requirements of the tender dossier in writing to the Purchaser with a copy to the Purchaser's Representative. Clarification will be sent in the form of a formal Addendum which will be distributed to each Tenderer who has purchased the tender dossier. Such Addenda will become part of the tender dossier.

Tender Deposit

G Tenders must be accompanied by a tender deposit of not less than Kenya Shillings 6 000 which may be in the form of a bank deposit receipt in the name of the Purchaser or a confirmed irrevocable letter of credit in favour of the Purchaser or a letter of guarantee from a bank incorporated in Kenya. The deposit will be held as a guarantee of the good faith of the Tenderer and will be returned to the successful Tenderer

when he has provided the Performance Guarantee, or to unsuccessful tenderers 150 days from the latest day fixed for delivery of tenders.

At any time before expiry of the validity of the tender deposit, if the same shall be in the form of a letter of guarantee or a letter of credit, the Employer may by notice in writing delivered to or sent by registered post to the Tenderer request the Tenderer to extend the validity thereof, and if the Tenderer shall fail to make such extension or if the tender deposit shall be in the form of a bank deposit and the Tenderer requests the return of the bank deposit receipt after the expiry of the said 150 days the Employer may at his discretion treat the tender as having been withdrawn by the Tenderer, but otherwise the tender shall remain binding on the Tenderer and may be accepted at any time unless withdrawn by the Tenderer after expiry of the said 150 days.

Performance Guarantee

H Tenderers will be required to supply a Performance Guarantee which is acceptable to the Purchaser as provided for in Clause 10 of the Conditions of Contract. The Form of Performance Guarantee given hereinafter is an indication of the type of security which will be required.

The Tenderer shall submit with his Tender the written undertaking of the proposed guarantor to provide the guarantee in the event of the Tenderer being awarded the Contract.

References

J Tenderers shall submit the names of those to whom they have supplied goods of a similar kind to that required under the Contract and which have been in successful use in circumstances similar to those for which the Goods are intended (preferably in Kenya) for at least two years, to whom the Purchaser and/or his Representative may refer.

Tenderers shall also provide the names of others to whom the Purchaser and/or his Representative may refer with a view to establishing that the Tenderer is technically and financially capable of undertaking the Contract.

Submission of Tenders

K Tenders shall be submitted to the Purchaser to arrive not later than 12.00 noon on the latest day fixed for delivery of tenders.

Tenders shall be enclosed in a strong sealed parcel addressed to the Tenderer himself. This parcel shall itself be enclosed in a second strong plain sealed wrapping which shall conspicuously bear the words "TENDER FOR BURA PROJECT CONTRACT Nr 16/C SUPPLY OF MOBILE WORKSHOPS AND LUBRICATING UNITS NOT TO BE OPENED BEFORE THE MEETING FOR THE OPENING OF TENDERS", but which shall bear no mark indicating the identity of the Tenderer and which shall be addressed to the Purchaser.

Opening of Tenders

L Tenders will be opened publicly at 12.00 noon on the latest day fixed for delivery at the office of the Purchaser in Nairobi. The representatives of Tenderers may attend. At the opening the names of Tenderers will be announced in the order of opening and the Tender Sums in ascending order but no further details will be made public.

Late tenders will not be considered unless no other tenders have been received.

Adjudication of Tenders

M For the purpose of comparing tenders

- (1) the Purchaser will consider such factors as efficiency and compatibility of the Goods, availability of service and spare parts, amounts of expenditure required in foreign currencies,
- (2) any amounts required in foreign currency will be converted to Kenya Shillings at the official selling price of the Bank of Kenya for that currency prevailing on the first day of the month preceeding that in which the tenders are to be submitted,
- (3) if the Tenderer should require any payment by way of a letter of credit, the costs of establishing, confirming and disbursing from such letter of credit will be at the expense of the Tenderer and will therefore not be considered in the comparison of tenders,
- (4) the Purchaser will consider the time for delivery assembly and commissioning and such guarantees as the Tenderer may offer for delivery,
- (5) other things being equal the Tenderers who offer the longer Defect Liability Periods will be preferred
- (6) tenders will not be considered which offer goods without evidence of proven experience of operation in conditions similar to those of the Bura Irrigation Settlement Project
- (7) the ability of the Tenderer's established agent in Kenya to provide spare parts, maintenance workshops, field service, and customer training facilities will be taken into consideration. Tenderers whose agents offer these facilities will be preferred

Special Tools and Spare Parts

N Priced lists of recommended "fast moving" and "slow moving" spare parts for two years operation, and special tools to enable all maintenance to be undertaken by the Purchaser shall be submitted with the Tender. The Purchaser may order at his discretion any of the spare parts and special tools. The value of the items ordered will not exceed 30% at the Tender Sum.

Formal Contract

P After acceptance of his Tender the Tenderer will be required to enter into a formal contract in the terms stated in the Form of Contract Agreement attached hereto. Failure to enter into a formal contract when requested will constitute grounds for forfeiture of the tender deposit referred to in Clause G of these Instructions.

(Reference is made to Clause H of the Instructions for Tendering and Clause 10 of the Conditions of Contract.)

To:

Sir,

We hereby guarantee
(hereinafter called "the Contractor") financially, for the sum of
(.)
on the occasion of Contract Nr 16/C Supply of Mobile Workshops and Lubricating Units forming part of the Eurs Irrigation Settlement Project as per Agreement concluded between them and the
(hereinafter called "the Purchaser") and we undertake to pay the said amount to the Purchaser on demand and without notice or any other condition or restriction. The said amount shall be at the disposal of the Purchaser from this date until the date of expiry of the Defects Liability Period in accordance with the said Contract or such earlier time as the said Purchaser shall voluntarily cancel or surrender the same. No claim under this guarantee shall be accepted if not presented to us in writing on or before the said expiry date and this deed of guarantee shall be automatically cancelled and shall become null and void without previous notice or any other legal or official formality if no such claim is submitted within the period as aforesaid.

Yours faithfully,

(An approved Insurance Company or Bank)

AN ACCEPTABLE
FORM OF PERFORMANCE GUARANTEE

(Reference is made to Clause H of the Instructions for Tendering and Clause 10 of the Conditions of Contract.)

To:

Sir,

We hereby
guarantee
(hereinafter called 'the Contractor') financially, for the sum of
. (.)
on the occasion of Contract Nr 16/C Supply of Mobile Workshops and
Lubricating Units forming part of the Bura Irrigation Settlement Project as per
Agreement concluded between them and the
. (hereinafter called 'the Purchaser') and we undertake to pay the
said amount to the Purchaser on demand and without notice or any other
condition or restriction. The said amount shall be at the disposal of the
Purchaser from this date until the date of expiry of the Defects Liability
Period in accordance with the said Contract or such earlier time as the said
Purchaser shall voluntarily cancel or surrender the same. No claim under this
guarantee shall be accepted if not presented to us in writing on or before the
said expiry date and this deed of guarantee shall be automatically cancelled
and shall become null and void without previous notice or any other legal or
official formality if no such claim is submitted within the period as aforesaid.

Yours faithfully,

(An approved Insurance Company or Bank)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT is made the day of 19
BETWEEN The National Irrigation Board of P.O. Box 30372, Nairobi, Kenya
(hereinafter called the "Purchaser") of the one part and
.
. (hereinafter called the "Contractor") of the other part.

WHEREAS the Purchaser is desirous of purchasing certain Goods for the Project known as the Bura Irrigation Settlement Project and has accepted a Tender by the Contractor for the supply of Goods all in accordance with the Contract, namely -

Lot Nr	Item Description	Quantity
--------	------------------	----------

FORM OF CONTRACT AGREEMENT

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:-

- (a) The Conditions of Contract.
- (b) The Contractor's Conditions of Sale.
- (c) The Proforma Invoices.
- (d) Addenda Nr. . . . to Nr. . . . Inclusive.
- (e) The Specification.
- (f) The Contractor's details of the Goods.
- (g) The Purchaser's Letter of Intent (if any) as subsequently confirmed by the Contractor as acceptable to him.
- (h) The Purchaser's Letter of Acceptance of Tender.

3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Purchaser to supply **FORM OF CONTRACT AGREEMENT** with the provisions of the Contract.

THIS AGREEMENT is made the day of 19
BETWEEN The National Irrigation Board of P.O. Box 30372, Nairobi, Kenya
(hereinafter called the "Purchaser") of the one part and

IN WITNESS whereof the representatives of the parties hereto have hereunto
..... (hereinafter called the "Contractor") of the other part.

WHEREAS the Purchaser is desirous of purchasing certain Goods for the Project known as the Bura Irrigation Settlement Project and has accepted a Tender by the Contractor for the supply of Goods all in accordance with the Contract, namely -

FOR AND ON BEHALF OF THE PURCHASER

Lot Nr	Item Description	Quantity
In the capacity of		

Witness

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

In the capacity of

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:-

Witness

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- (b) The Contractor's Conditions of Sale.
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- (e) The Specification.
- (f) The Contractor's details of the Goods.
- (g) The Purchaser's Letter of Intent (if any) as subsequently confirmed by the Contractor as acceptable to him.
- (h) The Purchaser's Letter of Acceptance of Tender.

3. In/

3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Purchaser to supply the Goods in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Contractor in consideration of the supply of Goods the amounts due at the times and in the manner all as prescribed by the Contract.

IN WITNESS whereof the representatives of the parties hereto have hereunto set their respective hands the day and year first mentioned above.

FOR AND ON BEHALF OF THE PURCHASER

In the capacity of

Witness

CONDITIONS OF CONTRACT

FOR AND ON BEHALF OF THE CONTRACTOR

In the capacity of

Witness

CONDITIONS OF CONTRACT

The Conditions of Contract shall be the Conditions of Sale accompanying the Tender, together with such amendments or other conditions as shall have been agreed in writing between the Purchaser and the Contractor prior to the date of the Contract Agreement and the following conditions. Where there is a conflict between the following conditions and any other conditions the following shall prevail:-

Clause 1 - Definitions

In construing the Contract the following words shall have the meanings herein assigned to them unless there is something in the subject matter or context inconsistent with such construction:-

The "Purchaser" shall mean the National Irrigation Board of P.O. Box 30372, Nairobi, Kenya.

The "Purchaser's Representative" shall mean the person or persons appointed by The National Irrigation Board, and communicated to the Contractor.

The "Contractor" shall mean the Tenderer whose Tender has been accepted by the Purchaser.

"Site" shall mean **CONDITIONS OF CONTRACT** Purchaser at the Rural Centre, Bura.

"Goods" shall mean the mobile workshops and lubricating units, special tools, spares, ancillary equipment and any other items of equipment as detailed herein and in the Introduction.

"Lot" shall mean a category into which the Goods are divided and numbered.

Clause 2 - Delivery

The Contractor shall at his own cost deliver (including assembly and commissioning) the Goods to the Site. Such delivery shall be completed within the delivery period given below which shall commence on the date of receipt by the Contractor of the Purchaser's Letter of Acceptance of Tender.

The delivery period shall be 8 months.

Clause 3 - Assembly and Commissioning

The Contractor shall receive and check the Goods delivered to the Site and shall inform the Purchaser's Representative when he considers a consignment of the mobile workshops and lubricating units ready for commissioning. When the Purchaser's Representative is satisfied that each item of the Goods in the consignment is in good working order he shall issue a certificate showing the date (the Commissioning Date) on which the consignment was commissioned.

CONDITIONS OF CONTRACT

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The "Contractor" shall mean the Tenderer whose Tender has been accepted by the Purchaser.

"Site" shall mean the mechanical workshop of the Purchaser at the Rural Centre, Bura.

"Goods" shall mean the mobile workshops and lubricating units, special tools, spares, ancillary equipment and any other items of equipment as detailed herein and in the Introduction.

"Lot" shall mean a category into which the Goods are divided and numbered.

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The delivery period shall be 8 months.

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The Contractor shall receive and check the Goods delivered to the Site and shall inform the Purchaser's Representative when he considers a consignment of the mobile workshops and lubricating units ready for commissioning. When the Purchaser's Representative is satisfied that each item of the Goods in the consignment is in good working order he shall issue a certificate showing the date (the Commissioning Date) on which the consignment was commissioned.

The terms of the letter of credit shall be to the approval of the Purchaser's Representative. When the Purchaser's Representative is satisfied that all the spares have been delivered he shall issue a certificate to that effect.

The Contractor shall be responsible, inter alia, for the provision of all labour and crantage required for assembly and commissioning.

Clause 4 - Inspection

In accordance with the import regulations of the Government of Kenya in force from time to time the Contractor shall arrange inspection by the Societe Generale de Surveillance or their accredited agents in the country of origin of imported Goods and shall provide the Purchaser with this inspection certificate. Such inspection and certification shall be at the cost of the Contractor.

Clause 7 - Conditions of Payment

The Purchaser shall also have the right to inspect the Goods to be supplied at the manufacturer's works, and where applicable to witness conformance tests on the main parts of the Goods. Such inspection shall be at the cost of the Purchaser. The conformance tests themselves shall be at the cost of the Contractor who shall supply the necessary equipment for such testing.

(i) On delivery

95% of the value of a consignment of Goods delivered to Site.

Clause 5 - Insurance

Insurance shall be in the joint names of the Purchaser and Contractor and shall be effected by the Contractor and shall include cover until the Commissioning Date for each consignment of Goods to the full value of such consignment plus 10% against damage or loss however caused.

(iii) Twelve months after the Commissioning Date the

The risks against which the Contractor is to insure under the Contract shall be insured through an approved insurance company in Kenya and any cover against risks which the Contractor may enjoy under a global policy of insurance shall be reinsured in Kenya by a Kenyan insurance company in respect of the Contractor's obligations under the Contract.

Unless otherwise stated in the Tender and agreed prior to the Contract, the rates and prices stated on the proforma invoice shall be subject to

Clause 6 - Currency

Payment shall be made in the currency used by the Contractor in his Tender.

The Purchaser warrants that foreign exchange facilities will be made available for the purchase and import by the Contractor of the Goods. All foreign exchange facilities shall be in accordance with the rules and regulations of the Central Bank of Kenya in force from time to time.

Clause 9 - Defects Liability

The Contractor shall make expenditure in foreign currency for the purpose of the Contract only for goods produced in or services procured from member countries of the World Bank or Switzerland or Taiwan.

Where the Contractor requires letters of credit to be established by the Purchaser these will be provided by the Purchaser at the cost of the Contractor on terms of withdrawal appropriate to the Conditions of Payment.

The terms of the letter of credit shall be to the approval of the Purchaser and shall incorporate a provision that disbursements under the facilities shall only be made on the Payment Certificate of the Purchaser's Representative given in accordance with Clause 7 hereof. Disbursements shall be at the rates of exchange registered in the official records of the Central Bank of Kenya as ruling on the first day of the month preceding the month in which Tenders were submitted.

Payments in Kenyan currency shall be made by the Purchaser within 45 days from the date of the Purchaser's Representative's Payment Certificate.

The Purchaser's Representative shall not be responsible for any payments to be made by the Purchaser under the terms of the Contract.

Clause 7 - Conditions of Payment

The Purchaser's Representative shall certify by means of a Payment Certificate as follows:-

In respect of provision of Goods:-

- (i) On delivery
95% of the value of a consignment of Goods delivered to Site.
- (ii) On the Commissioning Date
95% of the reception, assembly and commissioning costs in respect of the Goods.
- (iii) Twelve months after the Commissioning Date the remaining 5% of each of the above values and costs.

Clause 8 - Variations in Price

Unless otherwise stated in the Tender and agreed prior to the Contract, the rates and prices stated on the proforma invoice shall be subject to variation only if:-

- (a) variations in the quantity of the Goods ordered exceed 10%, or
- (b) variations in specification of the Goods to be supplied are ordered by the Purchaser

Clause 9 - Defects Liability

The Contractor shall be responsible for the performance of the Goods to the requirements of the Contract. The Contractor shall be responsible for making good any defects which may become evident during the Defects Liability Period other than those due to maloperation by the Purchaser or due to fair wear and tear. The Defects Liability Period shall commence on the Commissioning Date and shall be of the duration stated in the Contract, which shall not be less than six months.

Clause 10 - Performance Guarantee

The Contractor shall provide within 21 (twenty-one) days of receipt of the letter of acceptance from the Purchaser the guarantee of an Insurance Company or Bank to be bound with the Contractor in a sum for the due performance of the Contract under the terms of a Guarantee. The said Insurance Company or Bank and the terms of the said Guarantee shall be such as shall be approved by the Purchaser and the provision of such Guarantee and the cost of the Guarantee shall be at the expense in all respects of the Contractor. The amount of the Guarantee shall be not less than 10% of the accepted Tender Sum.

The validity of the Performance Guarantee shall not expire before the end of the Defects Liability Period.

SPECIFICATION

GENERAL

SPECIFICATION

GENERAL

Brief Description of Requirements

1. The duties of the Contractor in the execution of the Contract include the supply, assembly and commissioning of the Goods all as detailed herein and listed in the Introduction.

Assembly and Commissioning

2. The Goods shall be delivered new. Assembly and commissioning at the Site shall be to full working order.

The initial charges of fuel, oil, grease, electrolyte and similar materials necessary for the correct setting to work and operation of the Goods shall always be included.

Manuals, Drawings, etc.

3. The Contractor shall provide the drawings and manuals as detailed below :

SPECIFICATION

(1) Drawings for Approval **GENERAL**

The Contractor shall submit to the Purchaser's Representative for his approval two copies of his proposed layout of fittings, fixed tools and equipment within the mobile workshop. Fitting out of the mobile workshop shall be to the approved drawings.

(2) Operating and Maintenance Manuals

The Contractor shall provide two copies of an operating and maintenance manual for each item of equipment in the mobile workshop which is likely to require servicing, in addition to the manual for the truck itself. The Contractor shall also provide two copies where appropriate of the following :

- (a) spare parts catalogue
- (b) lubrication chart
- (c) workshop manual
- (d) drawings (where necessary for maintenance and repair).

Language and Units

4. All manuals, catalogues, charts, drawings, name plates, markings etc. shall be in English. The system of measurement used throughout, including the graduation of any gauges or meters, shall be the S.I. system.

SPECIFICATION

5 The Contractor shall pack, mark and, as necessary, protect the Goods for delivery, unloading, handling in the open, and transport to Site.

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- (d) drawings (where necessary for maintenance and repair).

Language and Units

4 All manuals, catalogues, charts, drawings, name plates, markings etc. shall be in English. The system of measurement used throughout, including the graduation of any gauges or meters, shall be the S.I. system.

Packing

5 The Contractor shall pack, mark and, as necessary, protect the Goods for delivery, unloading, handling, storage in the open, and transport to Site.

Attention shall be given to the protection of parts which are liable to deteriorate in the climatic conditions prevailing in Kenya, and the form of packaging shall be such that no damage to the Goods shall result from normal handling or prolonged storage in the open.

Small parts shall be boxed and suitably marked on the outside. Larger parts shall be protected as necessary and shall be suitably marked and listed. Unless otherwise approved, consignments shall conform to the requirements of the Kenyan Highway Authorities.

Each separate crate or box shall contain a packing list, a duplicate of which shall be sent separately to the Bura Project Coordinator, National Irrigation Board, P.O. Box 30372, Nairobi, i.e. separate from and additional to any agreed distribution of copies of dispatching or shipping documents.

The packing list shall state the following:-

- (a) crate or box identification numbers
- (b) order number
- (c) for each part contained in it: part number, description, quantity, balance of order outstanding.

For Goods delivered via Mombasa in addition to the normal dangers of damage during shipment to Mombasa and during handling in the port area, the Goods may be delayed on the quayside for some time.

The additional dispatching or shipping mark shall be:-

BURA WEST CONTRACT 16/C

On delivery to Site the packing materials shall become the property of the Purchaser.

Ambient Conditions

6 The Site is at the Rural Centre at Bura, which is located on the west bank of the Tana River approximately 450 km from Nairobi and 400 km from Mombasa by road as shown in Figure Nr 1.

The average shade temperature where the Goods are required to operate may vary between 20degC and 40degC over the year. There are usually two rainy seasons from March to May and October to December. The total annual rainfall averages about 480 mm, but there are large variations in annual totals and in monthly totals for the same month of different years.

The soils are predominantly sandy clay texture which when wet becomes very plastic, and when dry, very dusty. The area is subject to prolonged steady winds which carry airborne dust and grit.

Without prejudice to the successful functioning of the Goods under the ambient conditions stated above, the Goods shall be designed to work under the following tropical climate conditions:-

Surrounding air temperature 0degC - 40degC
Relative humidity Max.95%
Altitude 100 m above sea level.

Inspection and Tests

7 The Purchaser's right to inspect under the terms of Clause 4 of the Conditions of Contract may be exercised by the Purchaser's Representative or by an inspector to be designated by the Purchaser or the Purchaser's Representative.

The Contractor shall confirm to the Purchaser's Representative as soon as possible after receipt of the Letter of Acceptance of the Contract the delivery date and shall give him and the designated inspector (if any) at least 15 clear working days notice in writing that the Goods are ready for inspection or that tests are ready for witnessing.

Inspection at the manufacturer's works shall include the visual inspection of the Goods to be supplied and witnessing conformance tests of moving parts.

Visual inspection will include checking:-

- (a) compliance with the Specification and the Contractor's undertaking in respect of description, quality and quantity
- (b) suitability of packing.

Where not otherwise specified, conformance tests will be limited to those required by the appropriate British or other equivalent approved national or international standards.

Interchangeability of Components

8 All Goods to be supplied by the same manufacturer shall be as far as possible of the same series and model with interchangeable components.

Type

1.01 The mobile workshop shall be supplied as a complete unit mounted on a 7 tonne four-wheel-drive flat truck suitable for servicing and repairing agricultural machinery in the field by travelling on murrum and earth roads. The workshop body shall be mounted to allow travel at 50 kph on murrum roads without suffering vibration fatigue of any of the mountings over an extended period of use. Units which are only suitable for working on tarmac roads will not be considered.

The Truck

1.02 The truck on which the workshop shall be mounted shall conform to the following specification -

(1) The Engine

The engine shall be a six cylinder diesel engine within the range 100 - 130 BHP, water cooled, with oil, fuel, and air filters, and oil and coolant radiators suitable for tropical use.

(2) Details

SPECIFICATION

The truck shall conform to the following particular requirements -

PARTICULAR

- four-wheel-drive
- power assisted steering
- right hand drive
- payload not less than 7 tonnes
- additional rear helper springs
- 11.00 x 20 x 16 ply tyres with tubes (no tubeless tyres)
- heavy duty battery
- towing point at front and rear
- fan cooled cab but no heater

(3) Kenya Traffic Act

Plant and vehicles using the public highway must conform to the Traffic Act (Laws of Kenya, CAP 403) Part IV - Construction, Equipment and Use of Vehicles, 1978 and subsequent amendments.

(4) Other Requirements

A spare wheel, tyre and tube, wheel changing equipment, jack, and manufacturer's tool kit shall be provided.

Workshop Body

1.03 The body dimensions shall be approximately 6x2.5 metres with not less than 2 metres headroom, fully enclosed, with a tropical double-skin

LOT NR 16/C/1 - MOBILE WORKSHOP

Type Interior lights shall be provided within the workshop.

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(4) Other Requirements

A spare wheel, tyre and tube, wheel changing equipment, jack, and manufacturer's tool kit shall be provided.

Workshop Body

1.03 The body dimensions shall be approximately 8x2.5 metres with not less than 2 metres headroom, fully enclosed, with a tropical double-skin

roof, side windows and security shutters, and double entry lockable rear doors. Detachable access steps shall be provided at the doors.

Interior lights shall be provided within the workshop.

Fittings, Tools and Equipment

1.04 A metal bench with a hardwood top shall be securely fixed inside the workshop body in such a way as to allow proper use of the tools and equipment listed in Schedules A and B below.

With the exception of the bench-mounted tools, all tools shall be stored in suitable drawers, cupboards or containers within the mobile workshop. All the items shall be catalogued and each drawer, cupboard or container shall be marked on the outside with its contents.

The Contractor shall supply all the tools and equipment as specified and listed in the Schedules A and B on the following pages.

SCHEDULES

Schedule A

Schedule of Mobile Workshop Tools and Fittings

Item No	Description	Quantity
1	3.5 kw 220V single phase 50 Hz generator which shall be driven from hand cranked air cooled diesel engine, complete with insulated exhaust pipe, ducted to the outside at high level. The output shall be taken via a current balanced type earth leakage trip to a suitable miniature circuit breaker distribution board. The neutral shall be bolted down to the vehicle chassis, which shall also have a "flying" earth rod.	1
2	25 m 2.5 sq.mm 3 core extension lead, with a double socket outlet mounted on a suitable reel and with an unbreakable plug suitable for sockets mounted within the workshop.	2
3	60W 220V gripper lead light, complete with wire guard, 25 m 1.5 sq.mm 3 core flex and a suitable unbreakable plug top.	2
4	60W 220V rough service lamp suitable for item 3.	25
5	300W 220V tungsten halogen floodlight, mounted on an adjustable 3 m high free standing stand, complete with wire guard, 25 m 1.5 sq.mm 3 core flex, cable reel and suitable unbreakable plug top.	2
6	300W 220V tungsten halogen lamp suitable for item 5.	10
7	25 mm bench mounted four speed radial drill, complete with chuck guard, chuck key, machine vice, and necessary cable and supply isolator.	1
8	230 mm diameter angle grinder, complete with guard, side handle, 2 m 1.5 sq.mm flex and a suitable plug top.	1
9	230 mm diameter, depressed centre, assorted grinding discs for item 8.	10
10	230 mm diameter double ended, bench mounted grinder complete with eye shields, adjustable closed wheel guards, full adjustable tool rests, one coarse and one fine grinding wheel, 2m 1.5 sq.mm 3 core flex and suitable plug top.	1
11	19 mm, 4 speed portable heavy duty electric drill, complete with side handle, breast plate, chuck key, 2 m 1.5 sq.mm flex and suitable plug top.	1

SCHEDULES

Schedule A (cont.)

Schedule A

Item Nr	Description	Quantity
	Schedule of Mobile Workshop Tools and Fittings	
1	3.5 kW 220V single phase 50 Hz generator which shall be driven from hand cranked air cooled diesel engine, complete with insulated exhaust pipe, ducted to the outside at high level. The output shall be taken via a current balanced type earth leakage trip to a suitable miniature circuit breaker distribution board. The neutral shall be bolted down to the vehicle chassis, which shall also have a "flying" earth rod.	1
2	25 m 2.5 sq.mm 3 core extension lead, with a double socket outlet mounted on a suitable reel and with an unbreakable plug suitable for sockets mounted within the workshop.	2
3	60W 220V gripper lead light, complete with wire guard, 25 m 1.5 sq.mm 3 core flex and a suitable unbreakable plug top.	2
4	60W 220V rough service lamp suitable for item 3.	25
5	300W 220V tungsten halogen floodlight, mounted on an adjustable 3 m high free standing stand, complete with wire guard, 25 m 1.5 sq.mm 3 core flex, cable reel and suitable unbreakable plug top.	2
6	300W 220V tungsten halogen lamp suitable for item 5.	10
7	25 mm bench mounted four speed radial drill, complete with chuck guard, chuck key, machine vice, and necessary cable and supply isolator.	1
8	230 mm diameter angle grinder; complete with guard, side handle, 2 m 1.5 sq.mm flex and a suitable plug top.	1
9	230 mm diameter, depressed centre, assorted grinding discs for item 8.	10
10	200 mm diameter double ended, bench mounted grinder complete with eye shields, adjustable closed wheel guards, full adjustable tool rests, one coarse and one fine grinding wheel, 2m 1.5 sq.mm 3 core flex and suitable plug top	1
11	19 mm, 4 speed portable heavy duty electric drill, complete with side handle, breast plate, chuck key, 2 m 1.5 sq.mm flex and suitable plug top.	1

Schedule A (cont.)

Item	Description	Quantity
12	trolley mounted, direct coupled air compressor, giving 0.072 cu.m per min displacement at 8.43 kg/sq.cm. Complete with 18 m of air line, detachable air gun, and tyre inflation gauge, 2 m of 2.5 sq.mm flex and suitable plug top	1
13	5.5 kVA electric welding transformer giving an output of 20 to 110 amps, at 50 to 80 volts. Complete with 3 m of fully flexible lead, fitted with electrode holder and fixing lugs, 2 m fully flexible cable fitted with earth clamp and lug. Hand mask with glasses, 2 m of 2.5 sq.mm flex and suitable plug top.	1
14	2.5, 3.25, 4 and 5 mm high quality, mild steel welding electrodes for general purpose welding and supplied in a suitable damp proof cabinet. (Quantity for each size)	500
15	2 wheeled trolley mounted oxy-acetylene welding/cutting equipment, with at least 30 litre capacity oxygen and acetylene bottles and complete with gas pressure regulators and delivery pressure gauges, 8 m heavy duty gas pipes, welding and cutting torch set incorporating a comprehensive range of nozzles for welding steel plate up to 10 mm thick and cutting steel plate up to 40 mm thick.	1
16	pair of welding goggles	2
17	pair of welding gloves	2
18	spark gas ignitor	1
19	tin of welding flux	2
20	1.6, 2.4 and 3.2 mm welding rods (Quantity for each size)	500
21	5 tonne hydraulic trolley jack	1
22	6 tonne collapsible lifting gantry, with at least 2.5 m lifting height and locked position lifting ring.	1
23	6 tonne roller chain lever hoist, with self adjusting load brake, top and bottom swivel safety hooks, and minimum lift of 2 m	1
24	5 tonne hydraulic toe jack, giving a minimum lift of 0.3 m.	2
25	pair 6 tonne adjustable axle stands	1

Schedule A (cont.)

Item	Description	Quantity
26	1.8 m chisel and point crowbar	2
27	6 tonne 'D' shackle complete with 1 m hickory handle	4
28	6 tonne webbing sling, 1.5 m long.	2
29	10 m length of 2 tonne capacity best nylon rope with looped and bound ends	2
30	6 tonne lifting chain 2 m long, complete with one hook at each end and lifting eye at mid-span	2
31	3.5 m fixed length towing bar, suitable for towing up to 35 tonnes and complete with links and shackles.	1
32	lockable 20 litre jerrican, constructed of pressed mild steel and painted externally. (Each can shall be painted in a different vivid colour)	5
33	250 mm diameter tinplate garage funnel with detachable strainer	2
34	5 litre tinplate paraffin bath, complete with cleaning brush	1
35	12.7 kg field grease gun, complete with 12.7 kg of general purpose agricultural grease, and hand operated detachable booster gun	1
36	impact reversing 1/2 inch square shank driver, with 4 detachable heads	1
37	hydraulic nut splitter	1
38	5 litre can of high quality releasing fluid	1
39	hydraulic puller kit with 250 mm reach and diameter, and providing 5 twin and 5 triple pullers. All supplied in a durable metal case	1
40	steering and swivel ball joint separator	1
41	0-175 mm capacity bearing separator	1
42	set of 5 bronze drifts, from 100 mm to 250 mm diameter	1
43	300 mm steel hack-saw frame	1
44	300 mm 22 teeth per inch, high speed steel hack-saw blade	12

Schedule A (cont.)

Item	Description	Quantity
45	3.2 kg chisel and point pick axe complete with 1 m hickory handle	1
46	3.2 kg sledgehammer complete with 1 m hickory handle	1
47	shovel	2
48	engineer's fine steel wire bench brush	2
49	470 ml capacity, force feed, detachable spout steel oil can	2
50	pair 900 mm hardened steel adjustable pipe wrench	1
51	205 mm jawed heavy duty bench mounted engineer's vice complete with back anvil and quick grip adjuster	1
52	pair 205 mm soft face clip-on jaws	1
53	2 kg wedge/felling axe with 1 m hickory handle	1
54	610 mm steel frame log saw, complete with quick release toggle, plastic hand grip and guard	1
55	610 mm induction hardened toothed log saw blade for item 54	2
56	complete set of stocks, dies, taps and tap wrench for BSW UNF and metric, nuts and bolts. All taps and dies to be of carbon steel and supplied in a purpose built metal box	1
57	complete set of high speed steel drill bits, mounted in a retractable metal case	1
58	comprehensive puncture outfit	1
59	set of industrial/commercial tyre levers	1
60	hydraulic hose cutter	1
61	100 mm 'G' clamp	2
62	industrial blind rivet kit, complete with assorted blind rivets, hand operated blind rivet gun and supplied in a purpose built metal box	1
63	heavy duty battery fluid hydrometer, with specific gravity range 1.100 - 1.400 and supplied in a foam rubber filled box	1
64	6 and 12 volt lead acid battery tester	1

Schedule A (cont.)

Item	Description	Quantity
65	dual scale, moving coil volt meter, suitable for 6, 12 and 24 volt systems, with two scales reading 0.3-0.3 and 3-0-30 volts	1
66	high grade moving coil volt meter, suitable for 6, 12 and 24 volt systems and with a 6-0-60 amps scale	1
67	1 litre distilled water dispenser	1
68	20 litre distilled water bottle	1
69	universal clutch plate aligning kit, complete with wide range spigots and driven plate guide bushes and supplied in a metal box	1
70	pair high impact clear plastic safety goggles	2
71	high impact ABS safety helmet to BS 5240	2
72	pair chrome leather general purpose gloves	2
73	700 g tin NON-hardening jointing paste	1
74	500 g container of epoxy resin adhesive	1
75	5 litre tin of industrial barrier cream	1
76	5kg tin of antiseptic hand cleaner with dispenser	1
77	2.2 kg CO2 fire extinguisher	2
78	comprehensive first aid kit	1
8	high quality steel, adjustable spanner, 305 mm long with a maximum jaw capacity of 35 mm	1
9	high quality steel, adjustable spanner, 450 mm long with a maximum jaw capacity of 45 mm	1
10	set plastic handled cabinet maker's flat blade screw drivers, of different thickness blades and 50, 100, 150 and 200 mm in length	1
11	set plastic handled cabinet maker's cross-head screwdrivers in the following sizes :- 100 mm blade, size 2 point 150 mm blade, size 3 point 200 mm blade, size 4 point	1

Schedule B

Item	Description	Quantity
1	engineer's high quality chrome alloy steel half-inch drive socket set, contained in a steel case and comprising	
	speed brace	1
	tee bar handle	1
	ratchet handle	1
	swivel handle	1
	universal joint	1
	extensions - 75 mm, 150 mm, and 300 mm in length	3
	14 mm spark plug socket	1
	18 mm spark plug socket	1
	bihexagonal socket, 10 mm to 32 mm	20
	bihexagonal socket, 3/8 inch to 1 1/4 inch AF	14
2	set 4 inch, taper bladed, feeler gauges, having 10 blades 0.0015 to 0.025 inch thick	2
3	set 100 mm, taper bladed feeler gauges, having 13 blades 0.03 to 0.05 mm thick	1
4	set of 8 imperial hexagon socket screw wrenches 1/16 to 1/4 inch contained on a common ring	1
5	set of 7 metric hexagon socket screw wrenches 1.5 to 5 mm contained on a common ring	1
6	high quality chrome alloy steel combination spanners 3/8 inch to 1 inch AF	14
7	high quality chrome alloy steel combination spanners 10 mm to 32 mm	20
8	high quality steel, adjustable spanner, 305 mm long with a maximum jaw capacity of 35 mm	1
9	high quality steel, adjustable spanner, 450 mm long with a maximum jaw capacity of 55 mm	1
10	set plastic handled cabinet maker's flat blade screw drivers, of different thickness blades and 50, 100, 150 and 250 mm in length	1
11	set plastic handled cabinet maker's cross head screwdrivers in the following sizes :-	1
	100 mm blade, size 2 point	
	150 mm blade, size 3 point	
	200 mm blade, size 4 point	

Schedule B (cont.)

Item	Description	Quantity
12	set plastic handled cabinet maker's star point screw drivers in the following sizes :- 100 mm blade, size 2 point 150 mm blade, size 3 point 200 mm blade, size 4 point	1
13	set plastic handled engineer's stubby screw drivers, one screw driver for each style of blade	1
14	pair 240 mm chrome vanadium, slip joint water pump pliers	1
15	pair 200 mm engineer's combination pliers	1
16	pair 190 mm heavy duty diagonal cutting nippers	1
17	pair 165 mm snipe nose pliers	1
18	pair 250 mm quick release parallel jawed self-grips, coated in a bright colour epoxy paint	1
19	pair of two-way circlip pliers, suitable for clip sizes from 13 mm to 150 mm diameter	2
20	1 kg aluminium and plastic faced all purpose hammer	1
21	Set flat, half round and round 200 mm files complete with suitable handles	1
22	450 g hickory handled ball pein hammer	1
23	set cast steel cold chisels consisting of at least one of each of the following sizes:- 150 mm long with 6.35 mm blade 205 mm long with 9.5 mm blade 250 mm long with 12.7 mm blade 250 mm long with 15.9 mm blade	1
24	6.35 mm 100 mm long, square head centre punch	1
25	38 mm strap wrench	1
26	1/4 and 5/16 inch AF square size, high quality chrome alloy steel, brake adjusting spanner	1
27	3 to 15 kgf-m slim line, ratchet head torque wrench	1

Item	Description	Quantity
28	3 m long, 15 mm wide yellow blade steel tape, enclosed in a chrome plated metal case with belt clip and power return	1
29	spring bow junior hack-saw	1
30	junior hack-saw blade to suit item 29	10
31	pair compound action, 248 mm, straight cut tin snips	1
32	sparking plug service kit, including electrode file, gap gauge and electrode adjuster	1
33	a lockable hand-held tool box (with compartments) to hold the hand tools described above	1

Truck

Lubricating Equipment

2.01 The mobile lubricating equipment shall be a complete unit mounted on a 7 ton truck suitable for servicing machinery in the field by travelling on murrum and earth roads. The lubricating equipment shall allow travel at 50 kph on murrum roads without suffering vibration fatigue of any of the mountings over an extended period. Suitable for working on tarmac roads will not be considered.

2.02 The truck shall conform to the Specification of Lot Nr 16/C/1 Clauses 1.02, 1.03 and 1.04.

2.03 The lubricating equipment shall be under a light steel canopy with supports that do not impede the loading and offloading of oil drums. A truck mounted flood lighting system shall be fitted.

The following items shall be provided:-

- (a) a hand operated lifting gantry to load grease and oil drums
- (b) a two stage air compressor with an output of about 0.5 cu.m/min. at between 8 and 10 bar, driven by its own diesel engine with an air receiver having multi-outlets for connection to all the air powered equipment
- (c) an air inflator for tyres incorporating an air pressure gauge, controls to inflate and deflate, and 10 metres of supply line. 10 metre air hose with blow gun for cleaning.
- (d) mounting brackets to fit six oil or grease drums of maximum size 210 litres.
- (e) an air delivery system incorporating filters with connections to fit standard 210 litres drums for pumping grease or oil through a bank of six 10 metre self recoil hose reels (one for air, two for grease and three for oils).
- (f) meters to gauge the delivery of oils.
- (g) two spare hoses with connections, one spare meter, one spare blow gun and one spare air inflator.
- (h) drain trays, funnels and a collection tank for wash oil.

LOT Nr 16/C/2 - MOBILE LUBRICATING UNIT

Type

2.01 The mobile lubricating unit shall be supplied as a complete unit mounted on a 7 tonne four-wheel-drive flat truck suitable for servicing machinery in the field by travelling on murrum and earth roads. The lubricating equipment shall be mounted to allow travel at 50 kph on murrum roads without suffering vibration fatigue of any of the mountings over an extended period of use. Units which are only suitable for working on tarmacadam roads will not be considered.

Truck

2.02 The truck on which the lubricating unit shall be mounted shall conform to the Specification of Lot Nr 16/C/1 Clauses 1.02, 1.03 and 1.04.

Lubricating Equipment

2.03 The lubricating equipment shall be under a light steel canopy with supports that do not impede the loading and offloading of oil drums. A truck mounted flood lighting system shall be fitted.

The following items shall be provided:-

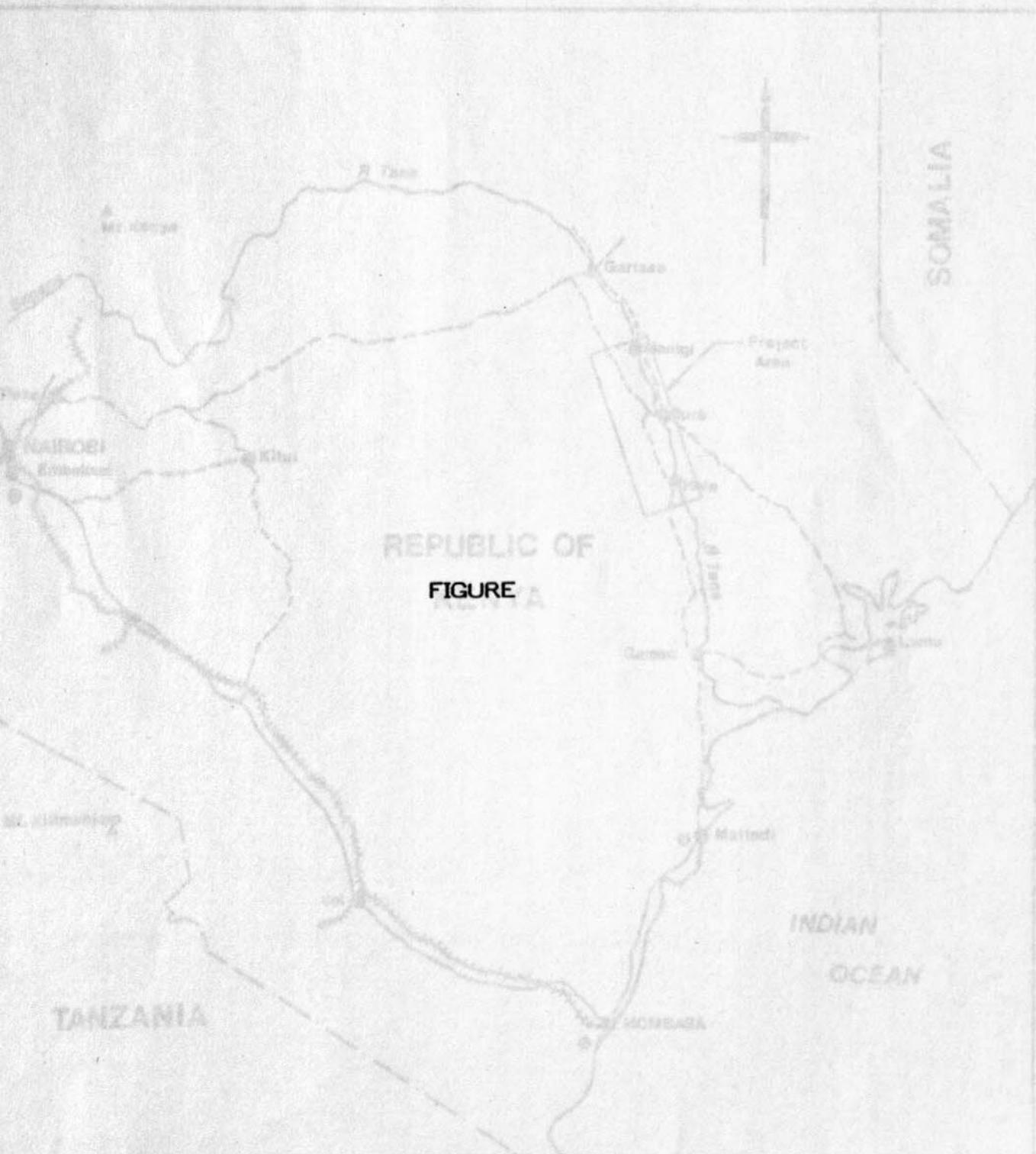
- (a) a hand operated lifting gantry to load grease and oil drums
- (b) a two stage air compressor with an output of about 0.5 cu.m/min. at between 8 and 10 bar, driven by its own diesel engine with an air receiver having multi-outlets for connection to all the air powered equipment
- (c) an air inflator for tyres incorporating an air pressure gauge, controls to inflate and deflate, and 10 metres of supply line. 10 metre air hose with blow gun for cleaning.
- (d) mounting brackets to fit six oil or grease drums of maximum size 210 litres.
- (e) an air delivery system incorporating filters with connections to fit standard 210 litres drums for pumping grease or oil through a bank of six 10 metre self recoil hose reels (one for air, two for grease and three for oils).
- (f) meters to gauge the delivery of oils.
- (g) two spare hoses with connections, one spare meter, one spare blow gun and one spare air inflator.
- (h) drain trays, funnels and a collection tank for wash oil.

Other Requirements

2.04 A manufacturer's tool kit and fitted lockable tool box shall be provided for the lubricating equipment and diesel engine. A fire extinguisher shall be provided.

FIGURE

PROJECT LOCATION MAP FOR BURA IRRIGATION SETTLEMENT PROJECT



REPUBLIC OF
KENYA

SOMALIA

TANZANIA

INDIAN
OCEAN

Tarmac Road

⊙ Airport

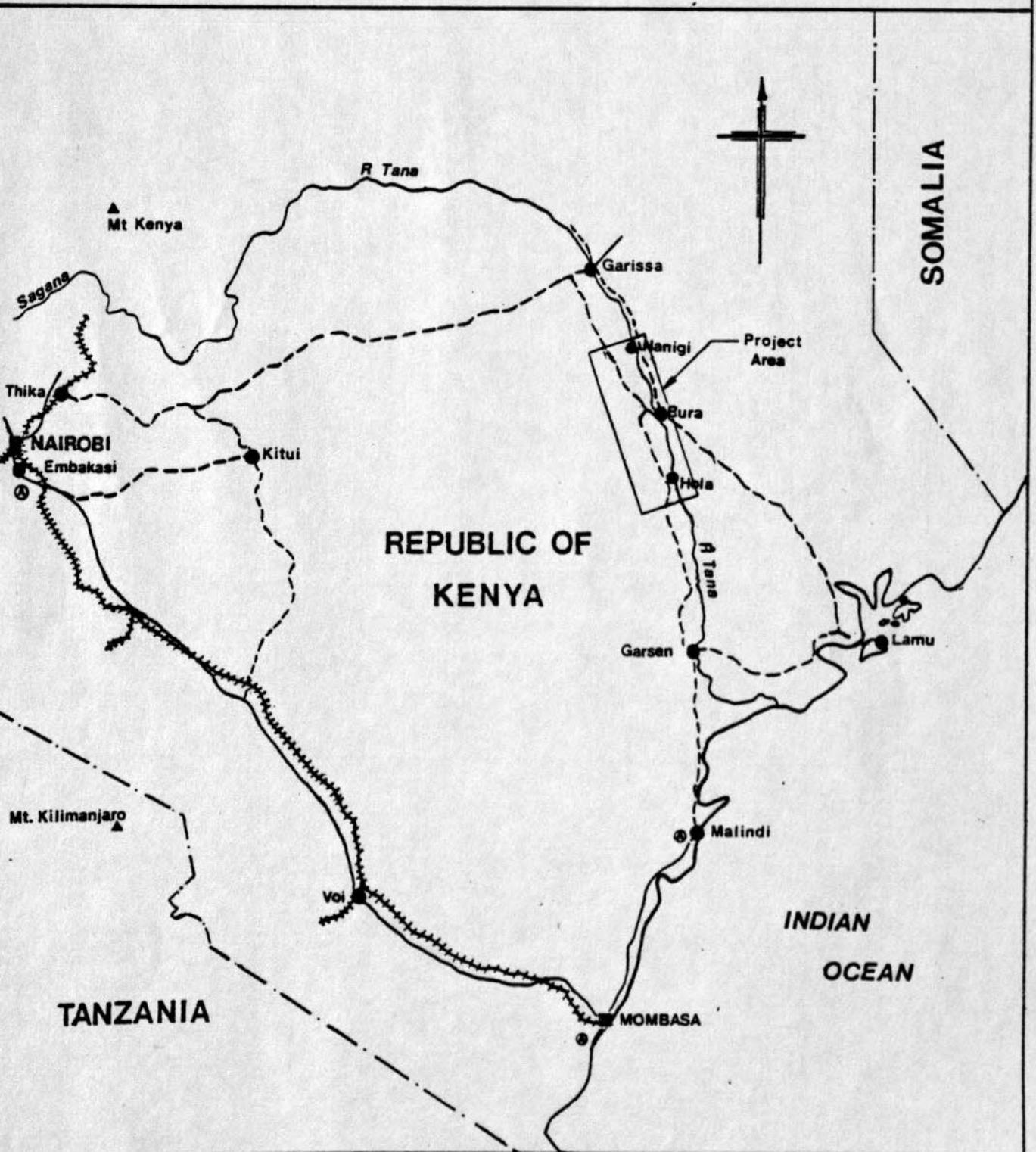
Lay's Road

SCALE

Railway (metre gauge)



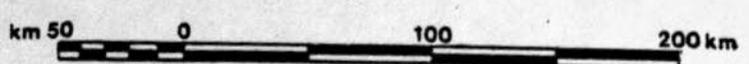
PROJECT LOCATION MAP FOR BURA IRRIGATION SETTLEMENT PROJECT



- Tarmac Road
- - - Earth Road
- +++++ Railway (metre gauge)

⊙ Airport

SCALE



THE REPUBLIC OF KENYA
NATIONAL IRRIGATION BOARD

BURA IRRIGATION SETTLEMENT PROJECT Bura West Phase I

Contract Nr16/D Supply of Trailers

INTRODUCTION

INSTRUCTIONS FOR TENDERING

FORM OF CONTRACT AGREEMENT

CONDITIONS OF CONTRACT

SPECIFICATION

Project Consultant

SIR M MACDONALD & PARTNERS LIMITED
Demeter House, Cambridge CB1 2RS, United Kingdom

Sub Consultant

HUNTING TECHNICAL SERVICES LIMITED
Elstree Way, Borehamwood, Herts WD6 1SB, United Kingdom

JULY 1982

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BURA IRRIGATION SETTLEMENT PROJECT

Bura West Phase I

Contract Nr 16/O

SUPPLY OF TRAILERS

INTRODUCTION

Tenders are invited for the supply to the National Irrigation Board of the Lots of Goods listed below:-

Lot Nr	Item Description	Quantity
16/O/1	Cotton Trailer	35
16/O/2	Fuel Trailer	2
16/O/3	Water Trailer	2
16/O/4	Water Trailer with Spray Bar	1

INTRODUCTION

BURA IRRIGATION SETTLEMENT PROJECT

Bura West Phase 1

Contract Nr 16/D

SUPPLY OF TRAILERS

INTRODUCTION

Tenders are invited for the supply to the National Irrigation Board of the Lots of Goods listed below:-

Lot Nr	Item Description	Quantity
16/D/1	Cotton Trailer	35
16/D/2	Fuel Trailer	2
16/D/3	Water Trailer	2
16/D/4	Water Trailer with Spray Bar	1

INSTRUCTIONS FOR TENDERING

INSTRUCTIONS FOR TENDERING

The terms and conditions of the forms laid in these instructions, sub B1A, will apply in addition to all the Conditions of Contract.

The tenderer, namely the Contractor, shall be responsible for providing the necessary information and copies of the forms mentioned above.

- 1. the original and two copies of the following -
 - (a) Instructions for Tendering
 - (b) General Contract Agreement
 - (c) Form of Contract
 - (d) Schedule

The tenderer shall be responsible for providing the original and two copies of the forms mentioned above, but the tenderer shall be responsible for providing the original and two copies of the forms mentioned above.

INSTRUCTIONS FOR TENDERING

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(7) certificate from manufacturer empowering the Tenderer, if he is other than the manufacturer, to submit tenders and negotiate contracts.

INSTRUCTIONS FOR TENDERING

Definitions of some of the terms used in these instructions, e.g. Site, will be found in Clause 1 of the Conditions of Contract.

Tender Dossier

A The tender dossier, namely the documents issued to prospective tenderers, comprises two copies of this bound document which includes:-

- Introduction
- Instructions for Tendering
- Form of Contract Agreement (applicable).
- Conditions of Contract
- Specification

Part Tenders

B Tenders are invited for one or more of the Lots in the Contract but tenders for part of a Lot are not invited.

Summary of Documents to be Submitted in Tender

C The Tender Documents to be submitted shall include -

- (1) one signed and dated copy of this bound document
- (2) the tender deposit
- (3) the original and two copies of each of the following -
 - (a) a separate proforma invoice for delivery of the trailers to Site
 - (b) separate priced lists for delivery to Site of "fast moving" and "slow moving" spare parts and special tools
 - (c) a separate proforma invoice for reception, assembly, and commissioning of the trailers at Site stating time required from delivery of each consignment

Proforma invoices for delivery of Goods shall show separately itemised lists of the trailers, each item separately priced, the several prices for freight and insurance, the time for delivery to Site, and the amounts required in foreign and Kenyan currencies.

- (4) proposed conditions of sale subject to those in this bound document
- (5) details of the Defects Liability Period
- (6) references describing financial and technical capability

INSTRUCTIONS FOR TENDERING

Definitions of some of the terms used in these instructions, and also, will be found in Clause 1 of the Conditions of Contract.

Tender Dossier

A The tender dossier, namely the documents issued to prospective tenderers, comprises two copies of the bound document which includes:-

- Specification
- Conditions of Contract
- Form of Contract Agreement
- Instructions for Tendering
- Introduction

Part Tenderers

B Tenderers are invited for one or more of the Lots in the Contract but tenders for part of a Lot are not invited.

Summary of Documents to be Submitted in Tender

C The Tender Documents to be submitted shall include -

- (1) one signed and dated copy of this bound document
 - (2) the tender deposit
 - (3) the original and two copies of each of the following -
 - (a) a separate proforma invoice for delivery of the materials to Site
 - (b) separate priced lists for delivery to Site of "see moving" and "slow moving" spare parts and special tools
 - (c) a separate proforma invoice for reception, assembly, and commissioning of the cranes at Site stating time required from delivery of each consignment
- Proforma invoices for delivery of Goods shall show separately itemised lists of the materials, each item separately priced, the several prices for freight and insurance, the time for delivery to Site, and the amounts required in foreign and Kenyan currencies.
- (4) proposed conditions of sale subject to those in this bound document
 - (5) details of the Defects Liability Period
 - (6) references describing financial and technical capability

- (7) certificate from manufacturer empowering the Tenderer, if he is other than the manufacturer, to submit tenders and negotiate contracts using his goods
- (8) the name, address, and details of facilities offered by the Tenderer in Kenya especially in respect of post-contract services
- (9) full specification of the Goods to be supplied including descriptive literature and drawings and any specific reports or information called for in the Specification
- (10) the written undertaking of the proposed guarantor to provide the Performance Guarantee in the event of the Tenderer being awarded the Contract
- (11) shipping specification (where applicable).

All documents shall be in English or accompanied by adequate English translations. Any page on which prices have been entered by the Tenderer must be signed by a person authorised by the Tenderer to sign tenders on his behalf.

Eligibility to Tender

D Tenders will only be considered for Goods supplied from member countries of the World Bank or Switzerland or Taiwan.

Tenderers must have, or be, established agents in Kenya.

Currency of Proforma Invoices

E The currency of the proforma invoices shall be that of the tenderer's own country or of another member country of the World Bank or Switzerland or Taiwan widely used in international trade.

Addenda and Obscurities

F Tenderers must state any doubt or obscurity in the requirements of the tender dossier in writing to the Purchaser with a copy to the Purchaser's Representative. Clarification will be sent in the form of a formal Addendum which will be distributed to each Tenderer who has purchased the tender dossier. Such Addenda will become part of the tender dossier.

Tender Deposit

G Tenders must be accompanied by a tender deposit of not less than the amounts listed as follows for each individual tender -

Lot	Kenya Shillings
16/D/1	20 000
16/D/2	3 000
16/D/3	3 000

Lot Kenya Shillings

16/D/4 3 000

which may be in the form of a bank deposit receipt in the name of the Purchaser or a confirmed irrevocable letter of credit in favour of the Purchaser or a letter of guarantee from a bank incorporated in Kenya. The deposit will be held as a guarantee of the good faith of the Tenderer and will be returned to the successful Tenderer when he has provided the Performance Guarantee, or to unsuccessful tenderers 150 days from the latest day fixed for delivery of tenders.

At any time before expiry of the validity of the tender deposit, if the same shall be in the form of a letter of guarantee or a letter of credit, the Employer may by notice in writing delivered to or sent by registered post to the Tenderer request the Tenderer to extend the validity thereof, and if the Tenderer shall fail to make such extension or if the tender deposit shall be in the form of a bank deposit and the Tenderer requests the return of the bank deposit receipt after the expiry of the said 150 days the Employer may at his discretion treat the tender as having been withdrawn by the Tenderer, but otherwise the tender shall remain binding on the Tenderer and may be accepted at any time unless withdrawn by the Tenderer after expiry of the said 150 days.

Performance Guarantee

H Tenderers will be required to supply a Performance Guarantee which is acceptable to the Purchaser as provided for in Clause 10 of the Conditions of Contract. The Form of Performance Guarantee given hereinafter is an indication of the type of security which will be required.

The Tenderer shall submit with his Tender the written undertaking of the proposed guarantor to provide the guarantee in the event of the Tenderer being awarded the Contract.

References

J Tenderers shall submit the names of those to whom they have supplied goods of a similar kind to that required under the Contract and which have been in successful use in circumstances similar to those for which the Goods are intended (preferably in Kenya) for at least two years, to whom the Purchaser and/or his Representative may refer.

Tenderers shall also provide the names of others to whom the Purchaser and/or his Representative may refer with a view to establishing that the Tenderer is technically and financially capable of undertaking the Contract.

Submission of Tenders

K Tenders shall be submitted to the Purchaser to arrive not later than 12.00 noon on the latest day fixed for delivery of tenders.

Tenders shall be enclosed in a strong sealed parcel addressed to the Tenderer himself. This parcel shall itself be enclosed in a second strong

plain sealed wrapping which shall conspicuously bear the words "TENDER FOR BURA PROJECT CONTRACT Nr 16/D SUPPLY OF TRAILERS. NOT TO BE OPENED BEFORE THE MEETING FOR THE OPENING OF TENDERS", but which shall bear no mark indicating the identity of the Tenderer and which shall be addressed to the Purchaser.

Formal Contract

Opening of Tenders

After acceptance of his Tender the Tenderer will be required to enter L Tenders will be opened publicly at 12.00 noon on the latest day fixed for delivery at the office of the Purchaser in Nairobi. The representatives of Tenderers may attend. At the opening the names of Tenderers will be announced in the order of opening and the Tender Sums in ascending order but no further details will be made public.

Late tenders will not be considered unless no other tenders have been received.

Adjudication of Tenders

M For the purpose of comparing tenders

- (1) the Purchaser will consider such factors as efficiency and compatibility of the Goods, availability of service and spare parts, amounts of expenditure required in foreign currencies,
- (2) any amounts required in foreign currency will be converted to Kenya Shillings at the official selling price of the Bank of Kenya for that currency prevailing on the first day of the month preceeding that in which the tenders are to be submitted,
- (3) if the Tenderer should require any payment by way of a letter of credit, the costs of establishing, confirming and disbursing from such letter of credit will be at the expense of the Tenderer and will therefore not be considered in the comparison of tenders,
- (4) the Purchaser will consider the time for delivery assembly and commissioning and such guarantees as the Tenderer may offer for delivery,
- (5) other things being equal the Tenderers who offer the longer Defect Liability Periods will be preferred
- (6) tenders will not be considered which offer goods without evidence of proven experience of operation in conditions similar to those of the Bura Irrigation Settlement Project
- (7) the ability of the Tenderer's established agents in Kenya to provide spare parts, maintenance workshops, field service, and customer training facilities will be taken into consideration. Tenderers whose agents offer these facilities will be preferred

Special Tools and Spare Parts

N Priced lists of recommended "fast moving" and "slow moving" spare parts for two years operation, and special tools to enable all maintenance

to be undertaken by the Purchaser shall be submitted with the Tender. The Purchaser may order at his discretion any of the spare parts and special tools. The value of the items ordered will not exceed 30% at the Tender Sum.

AN ACCEPTABLE

FORM OF PERFORMANCE GUARANTEE

Formal Contract

P After acceptance of his Tender the Tenderer will be required to enter into a formal contract in the terms stated in the Form of Contract Agreement attached hereto. Failure to enter into a formal contract when requested will constitute grounds for forfeiture of the tender deposit referred to in Clause G of these Instructions.

Sir,

We hereby guarantee (hereinafter called 'the Contractor') financially, for the sum of on the occasion of Contract No 18/D Supply of Trailers forming part of the Bura Irrigation Settlement Project as per Agreement concluded between them and the (hereinafter called 'the Purchaser') and we undertake to pay the said amount to the Purchaser on demand and without notice or any other condition or restriction. The said amount shall be at the disposal of the Purchaser from this date until the date of expiry of the Defects Liability Period in accordance with the said Contract or such earlier time as the said Purchaser shall voluntarily cancel or surrender the same. No claim under this guarantee shall be accepted if not presented to us in writing on or before the said expiry date and this deed of guarantee shall be automatically cancelled and shall become null and void without previous notice or any other legal or official formality if no such claim is submitted within the period as aforesaid.

Yours faithfully,

(An approved Insurance Company or Bank)

**AN ACCEPTABLE
FORM OF PERFORMANCE GUARANTEE**

(Reference is made to Clause H of the Instructions for Tendering and Clause 10 of the Conditions of Contract.)

To:

Sir,

We hereby
guarantee
(hereinafter called 'the Contractor') financially, for the sum of
(.)
on the occasion of Contract Nr 16/D Supply of Trailers forming part of the
Bura Irrigation Settlement Project as per Agreement concluded between them
and the (hereinafter
called 'the Purchaser') and we undertake to pay the said amount to the
Purchaser on demand and without notice or any other condition or restriction.
The said amount shall be at the disposal of the Purchaser from this date until
the date of expiry of the Defects Liability Period in accordance with the said
Contract or such earlier time as the said Purchaser shall voluntarily cancel or
surrender the same. No claim under this guarantee shall be accepted if not
presented to us in writing on or before the said expiry date and this deed of
guarantee shall be automatically cancelled and shall become null and void
without previous notice or any other legal or official formality if no such
claim is submitted within the period as aforesaid.

Yours faithfully,

(An approved Insurance Company or Bank)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT is made the day of 19
BETWEEN The National Irrigation Board of P.O. Box 30372, Nairobi, Kenya
(hereinafter called the "Purchaser") of the one part and
.
(hereinafter called the "Contractor") of the other part.

WHEREAS the Purchaser is desirous of purchasing certain Goods for the
Project known as the Bura Irrigation Settlement Project and has accepted a
Tender by the Contractor for the supply of Goods all in accordance with the
Contract, namely -

Lot No	Item Description	Quantity
--------	------------------	----------

FORM OF CONTRACT AGREEMENT

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:-
 - (a) The Conditions of Contract.
 - (b) The Contractor's Conditions of Sale.
 - (c) The Proforma Invoices.
 - (d) Addenda Nr...to Nr...inclusive.
 - (e) The Specification.
 - (f) The Contractor's details of the Goods.
 - (g) The Purchaser's Letter of Intent (if any) as subsequently confirmed by the Contractor as acceptable to him.
 - (h) The Purchaser's Letter of Acceptance of Tender.

3. iv

In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Purchaser to supply **FORM OF CONTRACT AGREEMENT** with the provisions of the Contract.

THIS AGREEMENT is made the day of 19
the supply of Goods the amounts due at the times and in the manner all as
BETWEEN The National Irrigation Board of P.O. Box 30372, Nairobi, Kenya
(hereinafter called the "Purchaser") of the one part and

.
IN WITNESS whereof the representatives of the parties hereto have hereunto
. (hereinafter called the "Contractor") of the other part.

WHEREAS the Purchaser is desirous of purchasing certain Goods for the Project known as the Bura Irrigation Settlement Project and has accepted a Tender by the Contractor for the supply of Goods all in accordance with the Contract, namely -

FOR AND ON BEHALF OF THE PURCHASER

Lot Nr	Item Description	Quantity
In the capacity of		
Witness		

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

In the capacity of
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:-

Witness

- (a) The Conditions of Contract.
- (b) The Contractor's Conditions of Sale.
- (c) The Proforma Invoices.
- (d) Addenda Nr....to Nr....inclusive.
- (e) The Specification.
- (f) The Contractor's details of the Goods.
- (g) The Purchaser's Letter of Intent (if any) as subsequently confirmed by the Contractor as acceptable to him.
- (h) The Purchaser's Letter of Acceptance of Tender.

3. In/

3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Purchaser to supply the Goods in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Contractor in consideration of the supply of Goods the amounts due at the times and in the manner all as prescribed by the Contract.

IN WITNESS whereof the representatives of the parties hereto have hereunto set their respective hands the day and year first mentioned above.

FOR AND ON BEHALF OF THE PURCHASER

In the capacity of

CONDITIONS OF CONTRACT

Witness

FOR AND ON BEHALF OF THE CONTRACTOR

In the capacity of

Witness

CONDITIONS OF CONTRACT

The Conditions of Contract shall be the Conditions of Sale accompanying the Tender, together with such amendments or other conditions as shall have been agreed in writing between the Purchaser and the Contractor prior to the date of the Contract Agreement and the following conditions. Where there is a conflict between the following conditions and any other conditions the following shall prevail:-

Clause 1 - Definitions

In construing the Contract the following words shall have the meanings herein assigned to them unless there is something in the subject matter or context inconsistent with such constructions:-

The "Purchaser" shall mean the National Irrigation Board of P.O. Box 3372, Nairobi, Kenya.

The "Purchaser's Representative" shall mean the person or persons appointed by The National Irrigation Board, and communicated to the Contractor.

The "Contractor" shall mean the Contractor whose Tender has been accepted by the Purchaser.

CONDITIONS OF CONTRACT

"Site" shall mean the mechanical workshop of the Purchaser at the Rural Centre, Bura.

"Goods" shall mean the trailers, special tools, spares, ancillary equipment and any other items of equipment as detailed herein and in the Introduction.

"Lot" shall mean a category into which the Goods are divided and numbered.

Clause 2 - Delivery

The Contractor shall at his own cost deliver (including assembly and commissioning) the Goods to the Site. Such delivery shall be completed within the delivery period given below which shall commence on the date of receipt by the Contractor of the Purchaser's Letter of Acceptance of Tender.

The delivery period for any Lot or any combination of Lots together shall be 8 months.

Clause 3 - Assembly and Commissioning

The Contractor shall receive and check the Goods delivered to the Site and shall inform the Purchaser's Representative when he considers a consignment of the trailers ready for commissioning. When the Purchaser's Representative is satisfied that each item of the Goods in the consignment is in good working order he shall issue a certificate showing

the date (the Commissioning Date) on which the consignment was commissioned.

CONDITIONS OF CONTRACT

The Conditions of Contract shall be the Conditions of Sale accompanying the Tender, together with such amendments or other conditions as shall have been agreed in writing between the Purchaser and the Contractor prior to the date of the Contract Agreement and the following conditions. Where there is a conflict between the following conditions and any other conditions the following shall prevail:-

Clause 4 - Inspection

Clause 1 - Definitions

In construing the Contract the following words shall have the meanings herein assigned to them unless there is something in the subject matter or context inconsistent with such construction:-

The "Purchaser" shall mean the National Irrigation Board of P.O. Box 30372, Nairobi, Kenya.

The "Purchaser's Representative" shall mean the person or persons appointed by The National Irrigation Board, and communicated to the Contractor.

The "Contractor" shall mean the Tenderer whose Tender has been accepted by the Purchaser.

Clause 5 - Insurance

"Site" shall mean the mechanical workshop of the Purchaser at the Rural Centre, Bura.

"Goods" shall mean the trailers, special tools, spares, ancillary equipment and any other items of equipment as detailed herein and in the Introduction.

"Lot" shall mean a category into which the Goods are divided and numbered.

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The delivery period for any Lot or any combination of Lots together shall be 8 months.

Clause 3 - Assembly and Commissioning

The Contractor shall receive and check the Goods delivered to the Site and shall inform the Purchaser's Representative when he considers a consignment of the trailers ready for commissioning. When the Purchaser's Representative is satisfied that each item of the Goods in the consignment is in good working order he shall issue a certificate showing

the date (the Commissioning Date) on which the consignment was commissioned.

When the Purchaser's Representative is satisfied that all the spares have been delivered he shall issue a certificate to that effect.

The Contractor shall be responsible, inter alia, for the provision of all labour and crange required for assembly and commissioning.

Clause 4 - Inspection

In accordance with the import regulations of the Government of Kenya in force from time to time the Contractor shall arrange inspection by the Societe Generale de Surveillance or their accredited agents in the country of origin of imported Goods and shall provide the Purchaser with this inspection certificate. Such inspection and certification shall be at the cost of the Contractor.

The Purchaser shall also have the right to inspect the Goods to be supplied at the manufacturer's works, and where applicable to witness conformance tests on the main parts of the Goods. Such inspection shall be at the cost of the Purchaser. The conformance tests themselves shall be at the cost of the Contractor who shall supply the necessary equipment for such testing.

Clause 5 - Insurance

Insurance shall be in the joint names of the Purchaser and Contractor and shall be effected by the Contractor and shall include cover until the Commissioning Date for each consignment of Goods to the full value of such consignment plus 10% against damage or loss however caused.

The risks against which the Contractor is to insure under the Contract shall be insured through an approved insurance company in Kenya and any cover against risks which the Contractor may enjoy under a global policy of insurance shall be reinsured in Kenya by a Kenyan insurance company in respect of the Contractor's obligations under the Contract.

Clause 6 - Currency

Payment shall be made in the currency used by the Contractor in his Tender.

The Purchaser warrants that foreign exchange facilities will be made available for the purchase and import by the Contractor of the Goods. All foreign exchange facilities shall be in accordance with the rules and regulations of the Central Bank of Kenya in force from time to time.

The Contractor shall make expenditure in foreign currency for the purpose of the Contract only for goods produced in or services procured from member countries of the World Bank or Switzerland or Taiwan.

Where the Contractor requires letters of credit to be established by the Purchaser these will be provided by the Purchaser at the cost of the Contractor on terms of withdrawal appropriate to the Conditions of Payment.

The terms of the letter of credit shall be to the approval of the Purchaser and shall incorporate a provision that disbursements under the facilities shall only be made on the Payment Certificate of the Purchaser's Representative given in accordance with Clause 7 hereof. Disbursements shall be at the rates of exchange registered in the official records of the Central Bank of Kenya as ruling on the first day of the month preceding the month in which Tenders were submitted.

Payments in Kenyan currency shall be made by the Purchaser within 45 days from the date of the Purchaser's Representative's Payment Certificate.

The Purchaser's Representative shall not be responsible for any payments to be made by the Purchaser under the terms of the Contract.

Clause 7 - Conditions of Payment

The Purchaser's Representative shall certify by means of a Payment Certificate as follows:-

In respect of provision of Goods:-

- (i) On delivery
95% of the value of a consignment of Goods delivered to Site.
- (ii) On the Commissioning Date
95% of the reception, assembly and commissioning costs in respect of the Goods.
- (iii) Twelve months after the Commissioning Date the remaining 5% of each of the above values and costs.

Clause 8 - Variations in Price

Unless otherwise stated in the Tender and agreed prior to the Contract, the rates and prices stated on the proforma invoice shall be subject to variation only if:-

- (a) variations in the quantity of the Goods ordered exceed 10%, or
- (b) variations in specification of the Goods to be supplied are ordered by the Purchaser

Clause 9 - Defects Liability

The Contractor shall be responsible for the performance of the Goods to the requirements of the Contract. The Contractor shall be responsible for making good any defects which may become evident during the Defects Liability Period other than those due to maloperation by the Purchaser or due to fair wear and tear. The Defects Liability Period shall commence on the Commissioning Date and shall be of the duration stated in the Contract, which shall not be less than six months.

Clause 10 - Performance Guarantee

The Contractor shall provide within 21 (twenty-one) days of receipt of the letter of acceptance from the Purchaser the guarantee of an Insurance Company or Bank to be bound with the Contractor in a sum for the due performance of the Contract under the terms of a Guarantee. The said Insurance Company or Bank and the terms of the said Guarantee shall be such as shall be approved by the Purchaser and the provision of such Guarantee and the cost of the Guarantee shall be at the expense in all respects of the Contractor. The amount of the Guarantee shall be not less than 10% of the accepted Tender Sum.

The validity of the Performance Guarantee shall not expire before the end of the Defects Liability Period.

SPECIFICATION

GENERAL

SPECIFICATION

Each separate crate or container shall be accompanied by a packing list, a duplicate of which shall be sent separately to the Bura Project Coordinator, National Irrigation Board, P.O. Box 30372 Nairobi, i.e. separate from and additional to any agreed distribution of dispatching or shipping documents.

GENERAL

The packing list shall state the followings:-

Brief Description of Requirements

1 The duties of the Contractor in the execution of the Contract include the supply, assembly and commissioning of the Goods all as detailed herein and listed in the Introduction.

Assembly and Commissioning

2 The Goods shall be delivered new. Assembly and commissioning at the Site shall be to full working order.

The initial charges of fuel, oil, grease, electrolyte and similar materials necessary for the correct setting to work and operation of the Goods shall always be included.

Manuals, Drawings, etc.

3 The Contractor shall provide three copies per Lot of each of the following -

- (a) spare parts catalogue
- (b) lubrication chart
- (c) workshop manual
- (d) drawings (where necessary for maintenance and repair).

Language and Units

4 All manuals, catalogues, charts, drawings, name plates, markings etc. shall be in English. The system of measurement used throughout, including the graduation of any gauges or meters, shall be the S.I. system.

Packing

5 The Contractor shall pack, mark and, as necessary, protect the Goods for delivery, unloading, handling, storage in the open, and transport to Site.

Attention shall be given to the protection of parts which are liable to deteriorate in the climatic conditions prevailing in Kenya, and the form of packaging shall be such that no damage to the Goods shall result from normal handling or prolonged storage in the open.

Small parts shall be boxed and suitably marked on the outside. Larger parts shall be protected as necessary and shall be suitably marked and listed. Unless otherwise approved, consignments shall conform to the requirements of the Kenyan Highway Authorities.

Each separate crate or box shall contain a packing list, a duplicate of which shall be sent separately to the Bura Project Coordinator, National Irrigation Board, P.O. Box 30372, Nairobi, i.e. separate from and additional to any agreed distribution of copies of dispatching or shipping documents.

The packing list shall state the following:-

- (a) crate or box identification numbers
- (b) order number
- (c) for each part contained in it: part number, description, quantity, balance of order outstanding.

For Goods delivered via Mombasa in addition to the normal dangers of damage during shipment to Mombasa and during handling in the port area, the Goods may be delayed on the quayside for some time.

The additional dispatching or shipping mark shall be:-

BURA WEST CONTRACT 16/D

On delivery to Site the packing materials shall become the property of the Purchaser.

Ambient Conditions

6 The Site is at the Rural Centre at Bura, which is located on the west bank of the Tana River approximately 450 km from Nairobi and 400 km from Mombasa by road as shown in Figure Nr 1.

The average shade temperature where the Goods are required to operate may vary between 20degC and 40degC over the year. There are usually two rainy seasons from March to May and October to December. The total annual rainfall averages about 480 mm, but there are large variations in annual totals and in monthly totals for the same month of different years.

The soils are predominantly sandy clay texture which when wet becomes very plastic, and when dry, very dusty. The area is subject to prolonged steady winds which carry airborne dust and grit.

Without prejudice to the successful functioning of the Goods under the ambient conditions stated above, the Goods shall be designed to work under the following tropical climate conditions:-

- Surrounding air temperature 0degC - 40degC
- Relative humidity Max.95%
- Altitude 100 m above sea level.

Inspection and Tests

7 The Purchaser's right to inspect under the terms of Clause 4 of the Conditions of Contract may be exercised by the Purchaser's Representative or by an inspector to be designated by the Purchaser or the Purchaser's Representative.

The Contractor shall confirm to the Purchaser's Representative as soon as possible after receipt of the Letter of Acceptance of the Contract the

delivery date and shall give him and the designated inspector (if any) at least 15 clear working days notice in writing that the Goods are ready for inspection or that tests are ready for witnessing.

Inspection at the manufacturer's works shall include the visual inspection of the Goods to be supplied and witnessing conformance tests of moving parts.

Visual inspection will include checking:-

- (a) compliance with the Specification and the Contractor's undertaking in respect of description, quality and quantity
- (b) suitability of packing.

Where not otherwise specified, conformance tests will be limited to those required by the appropriate British or other equivalent approved national or international standards.

Interchangeability of Components

8 All Goods to be supplied by the same manufacturer shall be as far as possible of the same series and model with interchangeable components.

Types of Tractors

9 The Goods to be provided under this Contract must be suitable for use with agricultural tractors being purchased under a separate contract as follows:-

- (a) 65-75 hp two wheel drive
- (b) 80-90 hp two wheel drive
- (c) 80-90 hp four wheel drive

Each will have:-

dual speed 540/1000 rev/min power take off

three point linkage, category II with heavy duty adjustable check chains

steel swinging draw bar with height adjustment, clevis and hitch pins.

The 80-90 hp four wheel drive tractors will also be fitted with a valve for a double acting remote hydraulic cylinder with quick connect couplings to ASAE Standard S366 (SAE J1036).

LOT NR 16/D/1 - COTTON TRAILER

Type

1.01 The trailer shall be twin axle type with four pneumatic tyres for carrying 5 tonnes of bulk seed cotton, towed through a turntable front axle, and draw bar with heavy duty towing hitch.

The trailer will be towed by tractors specified in Clause 9 of the General Specification.

Trailer Body

1.02	Length over platform	7 000 mm
	Width over platform	2 450 mm
	Height of sides over platform	2 450 mm
	Platform loading height	1 000 mm
	Overall height	3 450 mm

The sides shall be sheeted in either :-

- a "Weldmesh" type material, of 2 mm. dia. hot dipped galvanised mild steel wire, at 25 mm square pitch, or
- b "Expamet" type material, of 25 mm mesh (across shortway of mesh), 2,30 mm width x 1,62 mm thickness, suitably primed and painted with aluminium paint.

The frame for sheeting shall be rigidly and permanently fixed to the platform or chassis. The top shall be left open to ease the access of travelling suction telescopes when drawing out seed cotton. Easily removable "slot in" type bracings may be fitted. The rear frame of the trailer shall be fitted with full height double outward opening doors, with locking bolts into frame.

The trailer shall be of robust welded all steel frame construction having leaf spring mounting to the front and rear.

Wheels and Brakes

1.03 Wheels shall be fitted with heavy duty 9.00 x 20 x 10 ply tyres with tubes.

The brakes shall operate when applying the service brake from the tractor or by a failsafe breakaway system should the trailer become detached from the tractor. The trailer shall be fitted with a chassis mounted manually actuated parking brake.

Painting

1.04 Apart from the mesh sides, all surfaces shall be cleaned down and painted with primer, undercoat and top coat of gloss paint in the manufacturer's standard colours.

1.05 Plant and vehicles using the public highway must conform to the Traffic Act (Laws of Kenya, CAP 403) Part IV - Construction, Equipment and Use of Vehicles, 1978 and subsequent amendments.

2.01 The requirement is for a double axle fuel tank trailer with a tow bar, mounted on pneumatic tyres.

Other Requirements

The trailer will be towed by tractors specified in Clause 9 of the General

1.06 A spare wheel, tyre, and tube shall be supplied.

Fuel Tank

2.02 The cylindrical (circular or oval cross-section) fuel tank of approximately 4 500 litre capacity shall be cradle mounted on the chassis with cushioned steel bands anchored by adjustable screwed and connections. A drainage outlet controlled by a gate valve with padlock shall be fitted at the lowest point in the tank.

The tank shall be provided with -

- a 350 mm minimum diameter manhole for access
- hinged cover to manhole with seal and quick release catch.
- air vent
- padlock
- fixed access ladder
- not less than two internal baffles.

Tank Filling Connection

2.03 The connection shall be made at the end of the tank at a conveniently low position with a standard inlet coupling connection with a nominal diameter of 75 mm. A gate valve complete with a screw-on dust cap and chain shall be fitted.

Fuel Feed and Tank Outlet

2.04 The fuel shall be fed from the tank via an internally mounted discharge pipe, nominal diameter 38 mm, and pumped by a semi-rotary hand pump mounted on a platform at the end of the trailer. The fuel shall pass through an integrating flow meter calibrated in litres and a gate valve which can be padlocked. The feed hose, of at least 6 metres, shall be contained on a spring loaded retractable drum with a pistol grip outlet nozzle.

Chassis, Tyres, and Suspension

2.05 The chassis shall be of robust all welded steel frame construction adequate to carry a tank and fuel load of about 5.0 tonnes. The double supporting axles shall carry the trailer chassis through simple leaf springs on pneumatic tyres of not less than 9.00 x 20 x 10 ply with tubes. The front axle shall be turntable mounted and fitted with a draw bar and heavy duty sewing hitch.

LOT NR 16/D/2 - FUEL TRAILER

Type

2.01 The requirement is for a double axle fuel tank trailer with a tow bar, mounted on pneumatic tyres.

The trailer will be towed by tractors specified in Clause 9 of the General Specification.

Fuel Tank

2.02 The cylindrical (circular or oval cross-section) fuel tank of approximately 4 500 litre capacity shall be cradle mounted on the chassis with cushioned steel bands anchored by adjustable screwed end connections. A drainage outlet controlled by a gate valve with padlock shall be fitted at the lowest point in the tank.

The tank shall be provided with -

- a 550 mm minimum diameter manhole for access
- hinged cover to manhole with seal and quick release catch
- air vent
- dipstick
- fixed access ladder
- not less than two internal baffles.

Tank Filling Connection

2.03 The connection shall be made at the end of the tank at a conveniently low position with a standard inlet coupling connection with a nominal diameter of 75 mm. A gate valve complete with a screw-on dust cap and chain shall be fitted.

Feed Pump and Tank Outlet

2.04 The fuel shall be fed from the tank via an internally mounted discharge pipe, nominal diameter 38 mm, and pumped by a semi-rotary hand pump mounted on a platform at the end of the trailer. The fuel shall pass through an integrating flow meter calibrated in litres and a gate valve which can be padlocked. The feed hose, of at least 6 metres, shall be contained on a spring loaded retractable drum with a pistol grip outlet nozzle.

Chassis, Tyres, and Suspension

2.05 The chassis shall be of robust all welded steel frame construction adequate to carry a tank and fuel load of about 5.0 tonnes. The double supporting axles shall carry the trailer chassis through simple leaf springs on pneumatic tyres of not less than 9.00 x 20 x 10 ply with tubes. The front axle shall be turntable mounted and fitted with a draw bar and heavy duty towing hitch.

2.06 The brakes shall operate when applying the service brake from the tractor, or by a fail safe breakaway system should the trailer become detached from the tractor. The trailer shall be fitted with a chassis mounted manually actuated parking brake.

Painting

2.07 With the exception of the internal tank surfaces, the tank and trailer shall be painted after thorough preparation of all surfaces with a primer, undercoat and top coat of gloss paint in the manufacturer's standard colours. Internal tank surfaces shall not be painted.

Kenya Traffic Act

2.08 Plant and vehicles using the public highway must conform to the Traffic Act (Laws of Kenya, CAP 403) Part IV - Construction, Equipment and Use of Vehicles, 1978 and subsequent amendments.

Other Requirements

2.09 Suitable spares for the fuel delivery system, spare wheel, tyre and tube shall be supplied.

Chassis, Tyres, and Suspension

2.03 The chassis shall be adequate to carry a tank and water load of about 3.5 tonnes. The single supporting axle shall carry the trailer chassis through simple leaf springs on pneumatic tyres of not less than 9.00 x 20 x 10 ply with tubes.

Brakes

2.04 The trailer shall be fitted with an overrun system. When stationary the brakes shall be capable of being applied as parking brakes through a lever and ratchet.

For independent standing the trailer shall be supported by a manually operated parking screw jack.

Kenya Traffic Act

2.05 Plant and vehicles using the public highway must conform to the Traffic Act (Laws of Kenya, CAP 403) Part IV - Construction, Equipment and Use of Vehicles, 1978 and subsequent amendments.

LOT NR 16/D/3 - WATER TRAILER

Type

3.01 The requirement is for a single axle water trailer with a tow bar, mounted on pneumatic tyres.

The trailer will be towed by tractors specified in Clause 9 of the General Specification.

Water Tank

3.02 The cylindrical (circular or oval cross-section) water tank of approximately 2 500 litre capacity shall be cradle mounted on the chassis with cushioned steel bands anchored by adjustable screwed end connections. A drainage outlet controlled by a gate valve shall be fitted at the lowest point in the tank.

The tank shall be provided with -

- a 550 mm minimum diameter manhole for access
- hinged cover to manhole with seal and quick release catch
- air vent
- dipstick
- fixed access ladder
- not less than one internal baffle
- hose storage boxes
- gate valve discharge at least 100 mm above tank bottom
- four 4 metre lengths of non-collapsible hose with quick fit couplings to fit gate valve.

Chassis, Tyres, and Suspension

3.03 The chassis shall be adequate to carry a tank and water load of about 2.5 tonnes. The single supporting axle shall carry the trailer chassis through simple leaf springs on pneumatic tyres of not less than 9.00 x 20 x 10 ply with tubes.

Brakes

3.04 The trailer shall be fitted with an overrun system. When stationary the brakes shall be capable of being applied as parking brakes through a lever and ratchet.

For independent standing the trailer shall be supported by a manually operated parking screw jack.

Kenya Traffic Act

3.05 Plant and vehicles using the public highway must conform to the Traffic Act (Laws of Kenya, CAP 403) Part IV - Construction, Equipment and Use of Vehicles, 1978 and subsequent amendments.

Painting

LOT NO. 340/4 - WATER TRAILER WITH SPRAY BAR

3.06 With the exception of the internal tank surfaces, the tank and trailer shall be painted after thorough preparation of all surfaces with a primer, undercoat and top coat of gloss paint, in the manufacturer's standard colours. Internal tank surfaces shall be painted with two coats of protective paint which has been certified as suitable for use in contact with liquids intended for human consumption. Evidence of this shall be submitted to the Purchaser's Representative for approval before application.

The trailer shall be the twin axle type with pneumatic tyres. The rear axle shall be fitted with double wheels, and the front axle shall be the turntable type fitted with drawbar and heavy duty towing hitch.

Other Requirements

The trailer will be towed by tractors specified under Clause 9 of the

3.07 A manufacturer's tool kit, spare wheel, tyre and tube shall be supplied.

Water Tank

4.02 The cylindrical (circular or oval cross-section) water tank shall be securely cradle mounted on the chassis with cushioned steel bends anchored by adjustable screwed end connections. A drainage outlet controlled by a gate valve shall be fitted at the lowest point in the tank.

The tank shall be provided with -

- a 500 mm minimum diameter manhole for access
- hinged cover to manhole with seal and quick release catch
- air vent
- diapatch
- fixed access ladder
- not less than two internal baffles
- spray bar protected by a rear bumper
- hose storage boxes
- gate valve discharge for filling barrels
- four 4 metre lengths of non-collapsible hose with quick fit couplings
- spray bar and discharge outlets to be at least 100 mm above the bottom of the tank.

The trailer shall be of robust all welded steel frame construction having leaf spring mounting to the front and rear.

Wheels and Brakes

4.03 Wheels shall be fitted with heavy duty 9.00 x 20 x 10 ply tyres with tubes.

The brakes shall operate when applying the service brake from the tractor or by a fail-safe breakaway system should the trailer become detached from the tractor. The trailer shall be fitted with a chassis mounted manually actuated parking brake.

LOT NR 16/D/4 - WATER TRAILER WITH SPRAY BAR

Type

4.01 The requirement is for a trailer mounted water tanker to apply water to roads under construction or during maintenance. The tanker shall be of 6500 to 7000 litres capacity provided with water outlet and water spray bar.

The trailer shall be the twin axle type with pneumatic tyres. The rear axle shall be fitted with double wheels, and the front axle shall be the turntable type fitted with drawbar and heavy duty towing hitch.

The trailer will be towed by tractors specified under Clause 9 of the General Specification.

Water Tank

4.02 The cylindrical (circular or oval cross-section) water tank shall be securely cradle mounted on the chassis with cushioned steel bands anchored by adjustable screwed end connections. A drainage outlet controlled by a gate valve shall be fitted at the lowest point in the tank.

The tank shall be provided with -

- a 550 mm minimum diameter manhole for access
- hinged cover to manhole with seal and quick release catch
- air vent
- dipstick
- fixed access ladder
- not less than two internal baffles
- spray bar protected by a rear bumper
- hose storage boxes
- gate valve discharge for filling barrels
- four 4 metre lengths of non-collapsible hose with quick fit couplings
- spray bar and discharge outlets to be at least 100 mm above the bottom of the tank.

The trailer shall be of robust all welded steel frame construction having leaf spring mounting to the front and rear.

Wheels and Brakes

4.03 Wheels shall be fitted with heavy duty 9.00 x 20 x 10 ply tyres with tubes.

The brakes shall operate when applying the service brake from the tractor or by a failsafe breakaway system should the trailer become detached from the tractor. The trailer shall be fitted with a chassis mounted manually actuated parking brake.

Painting

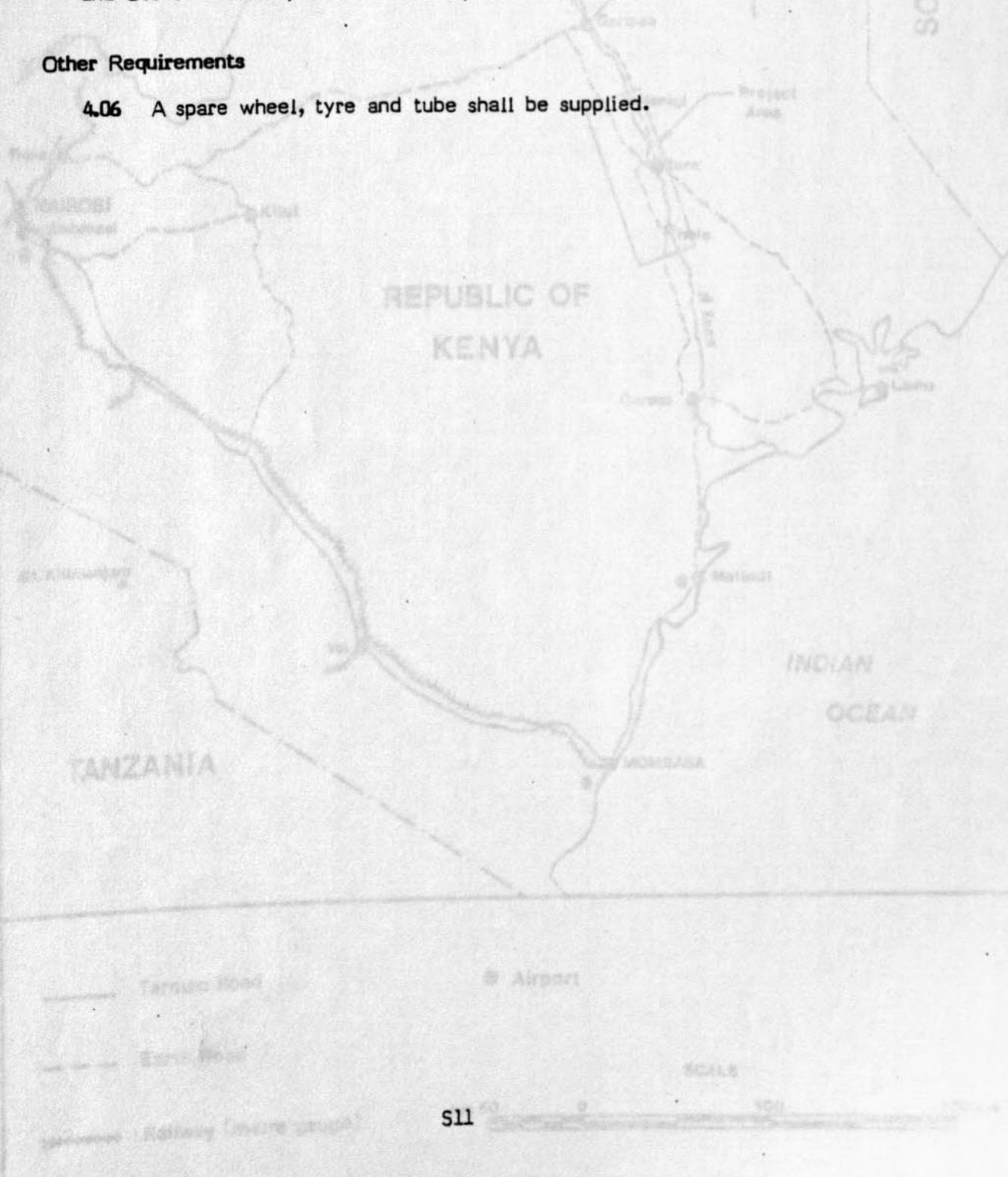
4.04 All external surfaces shall be cleaned, prepared and painted with primer, undercoat, and a top coat of gloss paint in the manufacturer's standard colours. Internal tank surfaces shall be cleared down and given two coats of protective paint.

Kenya Traffic Act

4.05 Plant and vehicles using the public highway must conform to the Traffic Act (Laws of Kenya, CAP 403) Part IV - Construction Equipment and Use of Vehicles, 1978 and subsequent amendments.

Other Requirements

4.06 A spare wheel, tyre and tube shall be supplied.



PROJECT LOCATION MAP FOR BURA IRRIGATION SETTLEMENT PROJECT

