

United Nations Office for Project Services

# BASIC MODEL CONTRACT FOR WORKS

Rev. 05, November 96

- c) the Contractor's Tender [IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT: including the Priced Bill of Quantities] [ref....., dated .......], as clarified by the agreed minutes of the negotiation meeting<sup>1</sup> [dated.......], not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNOPS, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

#### 2. Obligations of the Contractor

(

- 2.1 The Contractor shall commence work within [INSERT NUMBER OF DAYS] days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by ../../.... [INSERT DATE], in accordance with the Contract. The Contractor shall provide all material, supplies, labour and other services necessary to that end.
- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by ../../.... [INSERT DATE].
- 2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNOPS for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNOPS. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Technical Specifications/Drawings, as appropriate.

- 3.2 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.
- 3.3 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNOPS to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNOPS shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.
- 3.4 The Contractor shall submit an invoice for [INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS] upon signature of this Contract by both parties, invoices for the work performed and materials utilized every [INSERT PERIOD OF TIME OR MILESTONES] and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.<sup>4</sup>

In the case of advance payments, please refer to subsection 8.442 of the UNOPS Handbook.

10% OF THE TOTAL ESTIMATED OR FIXED PRICE OF THE CONTRACT IN THE CASE OF A GUARANTEE AND 30% IN THE CASE OF A BOND].9

- 4.4 [THE USE OF THIS CLAUSE REQUIRES APPROVAL BY THE DIVISION CHIEF] The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.
- 4.5 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of............[CONSULT THE ENGINEER FOR APPROPRIATE AMOUNT].
- 4.6 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be **[INSERT PERCENTAGE]** of the price of the Contract per week of delay, up to a maximum of 10% of the final price of the Contract.
- 5. <u>Submission of invoices</u>
- 5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.
- 5.2 Invoices submitted by fax shall not be accepted by UNOPS.
- 6. Time and manner of payment
- 6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNOPS.
- 6.2 All payments shall be made by UNOPS to the following Bank account of the Contractor:

  [NAME OF THE BANK]

  [ACCOUNT NUMBER]

  [ADDRESS OF THE BANK]
- 7. Modifications

The reason for the distinction between a 10% bank guarantee and a 30% performance bond is that bank guarantees are generally unconditional and can be called directly without proof of nonperformance, whereas most performance bonds are conditional and require some proof of nonperformance. There are usually additional costs and time delays incurred with cashing a performance bond and so a higher percentage is requested to cover the extra work involved. Some banks outside of the U.S. may call certain guarantee instruments, "performance bonds or guarantees" although they may only be conditional guarantees. It is important to review the text of the instrument to determine whether it is a conditional or unconditional guarantee. Please see subsection 8.421 of the Handbook for a fuller discussion on this issue.

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME OF THE DIVISION CHIEF]
Chief
[......] Division

For [Insert name of the company/organization]

Agreed and Accepted:

Signature

Name

Title

Date

# ANNEX II

# TECHNICAL SPECIFICATIONS AND DRAWINGS



#### CONTRACT FOR SMALL WORKS

Ref.....

This Contract is made on [DATE] between the United Nations Office for Project Services ("UNOPS"), and [NAME OF COMPANY], ("Contractor") a company duly constituted under the laws of [COUNTRY].

In consideration of the promises contained in this Contract, the Parties agree as follows:

# 1. CONTRACT DOCUMENTS

The Contract includes the following documents:

- i) This agreement and any Special Conditions provided for in Article 6 below;
- ii) UNOPS General Conditions of Contract for Small Works attached as Annex I; and,
- iii) Statement of Work ("SOW") attached as Annex II.

#### 2. SCOPE OF WORK

The Contractor shall design execute and complete [SUMMARY DESCRIPTION OF THE WORKS] ("Works") in accordance with the Contract and fit for the purposes for which they are intended. Unless otherwise provided for in this Contract, the Contractor shall furnish all the services, labor, materials and equipment necessary to complete the Works as specified in Annex II.

#### 3. PERIOD OF PERFORMANCE

The Contractor shall commence the Works as soon as reasonably possible after UNOPS issues a written Notice to Commence and complete the Works by [DATE].

#### 4. PRICE

In full consideration for satisfactory completion of the Works, UNOPS shall pay the Contractor a total amount not to exceed [CURRENCY & AMOUNT IN FIGURES AND WORDS], which shall include all costs necessary for completion of the Works.

[\*UNCDF CLAUSE: Where the SOW expressly provides that the actual cost of any labor, materials and/or equipment required for the Works will be paid from this total amount on a cost reimbursement basis, evidence of actual costs incurred must be submitted with the Contractor's invoice as provided for in Article 5.b. Any actual costs in excess of those fixed in the Bill of Quantities ("BOQ") included as part of the SOW will not be reimbursed unless specifically agreed to in writing by UNOPS prior to the expenditure for which reimbursement is requested. Actual costs less than the amount fixed in the BOQ shall be reflected as a corresponding reduction to the total amount paid.]

#### 6\* Performance Guarantee

The Contractor shall provide an irrevocable Bank Guarantee for an amount of [10% OF THE TOTAL ESTIMATED OR FIXED PRICE OF THE CONTRACT] in a form acceptable to UNOPS.

#### 6.\* Liquidated Damages

If the Contractor fails to complete the Works within the time specified in this Contract, the Contract shall pay UNOPS liquidated damages for each calendar day of delay [INSERT PERCENTAGE] of the price of the Contract, up to a maximum of 10% of the final price of the Contract. UNOPS shall be entitled to deduct any liquidated damages from the Contractor's outstanding invoices, if any.

#### 6.\* UNOPS Equipment

UNOPS shall supply equipment as indicated in the SOW, if any, for purposes of this Contract. Any such equipment shall remain the property of UNOPS and shall be used exclusively for the Works as required by this Contract. The Contract shall take due care to ensure the equipment is operated in a prudent manner and protected from damage, loss or theft.

#### 7. MISCELLANEOUS

#### 7.a Modifications

Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNOPS.

#### 7.b Notifications

For the purpose of notifications under the Contract, the addresses of UNOPS and the Contractor are as follows:

For the UNOPS:

For the Contractor:

#### [NAME]

[Address]

Ref. [CONTRACT REFERENCE & NUMBER]

Telex:

Cable:

#### 7.c Superseding Effect

This Contract supersedes all prior oral or written agreements, if any, between the Contractor and UNOPS, constituting the entire agreement with respect to the Works.

#### ANNEX I

#### CONTRACT FOR SMALL WORKS GENERAL TERMS AND CONDITION

#### Contractor's General Obligations

The Contractor shall: 1) execute the Works and remedy any defects with due care and diligence; 2) take full responsibility for the adequacy, stability and safety of all site operations and methods of construction; and, 3) be responsible for the professional and technical competence of his employees, who shall be expected to respect local customs and conform to a high standard of moral and ethical conduct.

#### Contractor's Status

In all matters relating to this Contract, the Contractor shall be acting as an independent contractor. Both the Contractor nor its employees or casual laborers are the employees of UNOPS and the Contractor assumes all liabilities or obligations imposed by any law or regulation with respect to such employees, laborers or other persons retained. The Contractor shall, at its own expense, comply with such laws and assume the obligations imposed by them. The Contractor shall not have the authority to create any obligation on behalf of UNOPS and shall not represent itself as an agent, employee or in any other capacity of UNOPS.

#### Sub-contracting

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval of UNOPS for all such subcontractors. The approval of UNOPS shall not relieve the Contractor of any of obligations under this Contract, and the terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

#### Inspection of Site

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied itself that the site is suitable for the Works

#### Care of Works

The Contractor shall provide and maintain at its own cost all lights, guards and security necessary for the protection of the Works, including materials and equipment, or for the safety of the public. In the event that any damage or loss should happen to the Works before hand-over, the Contractor shall at its own cost repair the Works.

#### Variations

UNOPS may introduce any variations to the form, type or quality of the Works which may be necessary, including increasing or decreasing the quantity of any work under the Contract; changing the character or quality or kind of any such work; and, executing additional work of any kind necessary for the completion of the Works. UNOPS shall issue any such order only in writing, and where resulting in an increase to the Contract Price, will amend the Contract accordingly. The value of any variation, addition or omission shall be calculated on the basis of the unit prices contained in the Bill of Quantities for this purpose. No variation shall be accepted unless authorized by UNOPS in writing.

#### Increase and Decrease of Costs

Except if otherwise provided by this Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of market, prices of labor, materials, plant or equipment, neither due to fluctuation in interest rates nor devaluation or any other matters affecting the Works.

#### Materials and Workmanship

All materials and workmanship shall be of the respective kinds described in the Contract and conform to any applicable national or local standards. The contractor shall warrant the Works for defects in materials workmanship for a period of TWELVE (12) months calculated from the date of completion of the Works. Any such defects shall be remedied by the Contractor without delay or cost to UNOPS.

may be suspended or, where force majeure circumstances otherwise frustrate the purpose of this contract, either in time or purpose, UNOPS may terminate this Contract by giving written notice.

#### Records, Accounts, Information and Audit

The Contractor shall maintain accurate and systematic records and accounts in respect of the Works and shall furnish to UNOPS any records or information, oral or written, which may be reasonably request in respect of the Works or the Contractor's performance. The Contractor shall allow UNOPS or its authorized agents to inspect and audit such records or information upon reasonable notice.

#### Taxation

The Contractor shall be responsible for the payment of all charges and taxes in respect of income including value added tax, all in accordance with and subject to the provisions of the income tax laws and regulations in force and all amendments. It is the Contractor's responsibility to make all the necessary inquiries in this respect and he shall be deemed to have satisfied itself regarding the application of all relevant tax laws.

#### Assignment of Contract

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract.

#### Rights and Remedies of the UNOPS

Nothing in or relating to this Contract shall be deemed to prejudice or constitute a waiver of any other rights or remedies of the UNOPS. The UNOPS shall not be liable for any consequences of, or claim based upon, any act or omission on the part of the Government.

#### Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations of which the UNOPS is an integral part.

#### Settlement of Disputes

Any controversy or claim arising out of or in connection with provision of this Contract or any breach thereof, shall, unless resolved through direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules then in force. UNOPS and the Contractor shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim. Where, in the course of direct negotiation, the parties wish to seek an amicable settlement of such controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Rules of Conciliation then in force.

#### Termination

UNOPS may terminate this Contract for cause or convenience in the interest of the UNOPS upon not less than fourteen (14) days written notice to the Contractor. Upon termination of this Contract, the Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum. Unless such termination has been occasioned by the Contractor's breach of this Contract, the Contractor shall be entitled to be paid for the part of the Works satisfactorily completed and for the materials and equipment properly delivered to the Site as of the date of termination for incorporation to the Works, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

Sudan Operations Centre (SDOC)

## **Contract Close-out Report**

Name of Proc. Officer Title Name of Proc. Authority Title

Atlas Project No.	
Contract No.	
Contract Title	
Contractor	
Contract Start Date	
Contract End Date	
Actual Completion Date	
Contract Value	A the state of the
Total Payment	
Contract File	

Background: Give a background to the project

#### **Contract Execution:**

The UNOPS contracted XXXXX to undertake the works under Contract # XXXXXXX signed on XXXXX for the total amount of XXXXX.

The construction works progressed satisfactorily under direct monitoring and quality control of UNOPS and XXXXXXXX Staff. All site monitoring records and other correspondence with the Contractor is in the Contract File # XXXXXX

The project substantial completion was achieved on the XXXXX. The XXXX defects liability period ended on the XXXXX. Following the completion of defects maintenance, the Contractor made a request for the release of security retention money USDXXXX. The works completed were certified by the (State Gov. Partner ) State Ministry of XXXX (see attached), on the letter of XXXXX

United Nation Office Project Services - Sudan Operations Centre (SDOC)



United Nations Office for Project Services

# BASIC MODEL CONTRACT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN UNOPS AND A COMPANY OR OTHER ENDIES

Rev. 03, August 96

Comment [PNC1]: In is model contracting interrupt for consuling services to be obtained from companies as well as from NGOs. Universities, etc. in some cases, it will require adaptations because of the legal institute of the Consultant of the special characteristics of the project Social modifications, should all ways be made in consultation with the Policy & Contracts Division.

					,		
	2.2	The Consul	Itant shall provide the	services of the f	ollowing key personnel:		
		<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	Period of service		
						67 (aut 52 7 (34) 7 (3	
		****	************	***********			
	2.3		es in the above key p ion, UNOPS.	ersonnel shall red	quire prior written approval of the Chief		
	2.4		ltant shall also provid ne timely and satisfac		d administrative support needed in order of the Services.	T 700	
$\bigcirc$	2.5		Itant shall submit to I ng schedule:	UNOPS the deliv	erables specified hereunder according to		
		[LIST DE	LIVERABLES]	[IN]	DICATE DELIVERY DATES]	Company of the Compan	
		e.g.					
		Progress re	port	.1.1. .1.1.			
	-	Final report	t	.d.d.			
	2.6	services rer reports sha	ndered under the Con	tract during the p the Consultant b	guage, and shall describe in detail the period of time covered in such report. Al y [MAIL, COURIER AND/OR FAX		
)	2.7	to UNOPS deliverable	for the purpose of	entering into this en under this C	racy of any information or data provided s Contract, as well as the quality of the contract in accordance with the highes	e zavienie	
			OPTI	ON 1 (FIXED P	RICE)		
	3.	Price and P	ayment	<b>,</b>		Comment [PNC4	]::This yersion of section 3) is i
	3.I	this Contra		ay the Consulta	actory performance of the Services unde nt a fixed contract price of [INSERT D WORDS].	Contracts should not to estimate with reach the contracts with reach the contract of the contr	ce contracts: Fixed price: mall, be used when it is possible onable accuracy the costs of the he subject of the Contract:
					i -		
					•		
			•				

#### **OPTION 2 (COST REIMBURSEMENT)**

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNOPS shall pay the Consultant a price not to exceed [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex [INSERT ANNEX NUMBER] contains the maximum amounts per cost category that are reimbursable under this Contract. The Consultant shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Consultant shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of the Chief, [.....] Division, UNOPS.
- 3.4 Payments effected by UNOPS to the Consultant shall be deemed neither to relieve the Consultant of its obligations under this Contract nor as acceptance by UNOPS of the Consultant's performance of the Services.
- 3.5 The Consultant shall submit invoices for the work done every [INSERT PERIOD OF TIME OR MILESTONES].

OR

- 3.5. The Consultant shall submit an invoice for [INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS] upon signature of this Contract by both parties and invoices for the work done every [INSERT PERIOD OF INVESTMENT OF THE OR MILESTONES]
- 3.6 Progress and final payments shall be effected by UNOPS to the Consultant after acceptance of the invoices submitted by the Consultant to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNOPS. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
- 4. Special conditions

Comment I PNC6]: This version of section 3 is to be used for loss, reimbursement, contracts. Normall y cost reimbursement contracts should be used when it is not possible to estimate with reasonable accuracy the total costs of the activities which are the subject of the Contract.

Comment, [PNC7]: This claibs should be used it in advance payment is granted. Please note that dvance payment should be granted only in exceptional cases and that they must comply with UNOPS policies and procedures. Please refer to subsection 8.4426f the UNOPS. Handbook.

Comment [PNC8]: Under this Section, the PMO may propose special clauses in order to adopt the imodelicontrol to the specific situation. In this sample clause 4; several clauses of common use are given. If they are not required, they should be deleted. If they are not required, they should be deleted. If they are not separate conditions, please, thoose the alternative version of 4.7; in order to conform to clause.

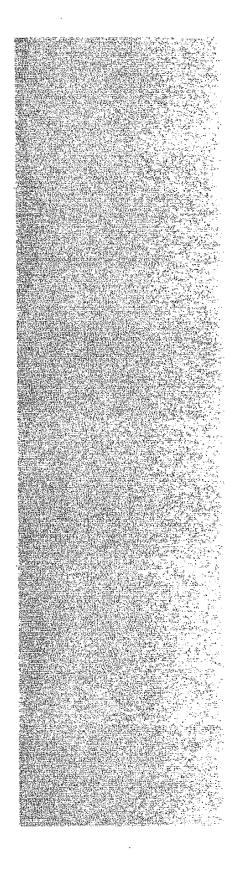
	7.2	The Consultant shall commence the performance of the Services not later than INSERT DATE] and shall complete the Services within [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.		
	7.3	All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.		
			Control Contro	
	8.	<u>Modifications</u>		
	8.1	Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Consultant and the Chief, [] Division, UNOPS.		
	9.	Notifications		
	9.1	For the purpose of notifications under the Contract, the addresses of UNOPS and the Consultant are as follows:		
	For th	e UNOPS:		
	[INS] Chief	ERT NAME OF DIVISION CHIEF]	en e	
	[] U.N.	Division Office for Project Services		
	New Ref.	Chrysler Building, 405 Lexington Avenue, 4 <sup>th</sup> Floor York, NY 10174 / /		
	Telex	ERT CONTRACT REFERENCE & NUMBER]		
$\bigcirc$	Fax: Cable			
	For th	e Consultant:	TANKS	
	[Inser	t Name, Address and Telex, Fax and Cable Numbers]	The second secon	

#### ANNEX I

#### UNOPS GENERAL CONDITIONS OF CONTRACT

## FOR PROFESSIONAL SERVICES

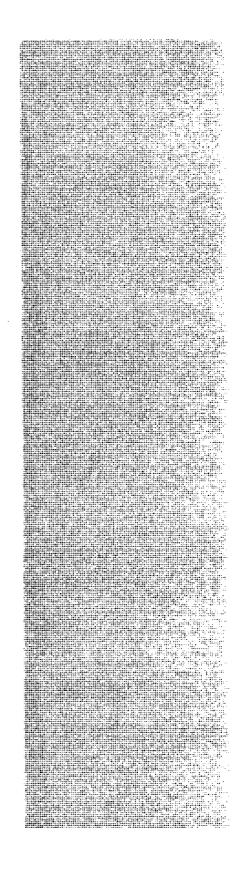
[INSERT CURRENT VERSION AND DATE FROM THE CONTRACTS DOCUMENTS LIBRARY]



## ANNEX [INSERT ANNEX NUMBER]

## BREAKDOWN OF COSTS

(A model breakdown of costs is under development)



Rev.01, May 27, 1999

# BASIC MODEL SMALL CONTRACT FOR SERVICES

Rev. 01, May 99

Comment [P&C1]: Page: ];
This Model Contract (for Services should be used only in the cases indicated in the UNOTS Handbook, Section 84-20A; exclusively, for the provision of services and for an amount not to exceed USS 30,000. In some cases if will regular daplations, because of the legal nature of the Contractor or the special characteristics of the project. Such modifications should always be, made in consultation

Basic Model Small Contract For Services © UNOPS

Rev.01, May 27, 1999	
documentation may be required by UNOPS	Within thirty (30) days of receipt and acceptance of the
invoice by UNOPS, payment shall be made to	the following Bank account of the Contractor:
[ACCOUNT NUMBER AND BANK NAME & A	ADDRESS ]
5. SPECIAL CONDITIONS:  * Option 1: Owing to [], cla [].	use (s) [] of this contract shall be amended to read
	OR .
* Option 2: No special conditions shall apply.	
	•
	•
6. NOTIFICATIONS For the purpose of notifithe Contractor are as follows:	fications under the Contract, the addresses of UNOPS and
For UNOPS:	For the Contractor:
[NAME OF DIVISION CHIEF] Chief [] Division UN - Office for Project Services	[INSERT NAME, TITLE, ADDRESS, AND FAX NUMBER]
The Chrysler Building, 405 Lexington Avenue, 4th Floor	
New York, NY 10174	
Ref.[CONTRACT REFERENCE & NUMBER]	·
7. SUPERSEDING EFFECT This Contract between the Contractor and UNOPS, constituting	supersedes all prior oral or written agreements, if any, and the entire agreement with respect to the Service.
In witness of these terms and conditions, the pa	rties execute this Contract.
For and on behalf of UNOPS:	For and on behalf of the Contractor:
Signature	
Name	
Title Date	
Date	<del></del>

Basic Model Small Contract For Services © UNOPS

Rev.01, May 27, 1999

#### ANNEX II - STATEMENT OF WORKS

(The Statement of Work should be prepared in accordance with the instructions contained in the UNOPS Handbook)

Basic Model Small Contract For Services © UNOPS

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INTRODUCTION >

The Motorways Construction Company was established in 1975. It's operations started with the construction of urban Kenyan roads. Owing to non-favorable conditions in the public sector, the company finally switched operations to the private sector in 1985.

The company's move to the private sector, greatly increased its technical capability with respect to specialized concrete works. In 1992 Motorways Constructions began specializing in pre-cast concrete works and is currently one of the leaders in construction and innovation of pre-cast works in Kenya. It is currently located in Nairobi, in the Industrial Area off Enterprise road (near Sameer Industrial Park).

The company's original base has been civil engineering projects. The company has vast experience in construction of roads, bridges, sewer lines, treatment works, earthworks and heavy lift jobs, reservoirs/water systems and environmentally friendly wetlands of effluent treatment systems.





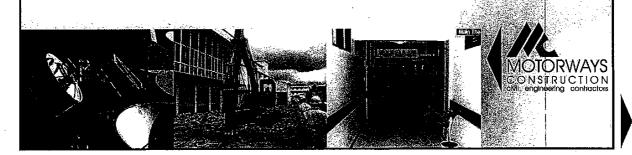


The company has also undertaken petrol station construction for Caltex and Total, as well as pre-cast concrete works such as large weighbridges, retaining walls and basement walls. The company has an in-house facility for the manufacture of all types of moulds and general structural steel works.

The company has been selected in the past by international contractors to carry out project for them to their standards. The company has been, since inception, executing its projects to higher standards in comparison to general local standards in Kenya. Currently, the company is at an advanced stage of development of a sophisticated designed precast concrete dwelling unit.

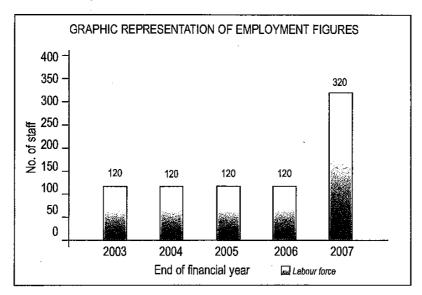


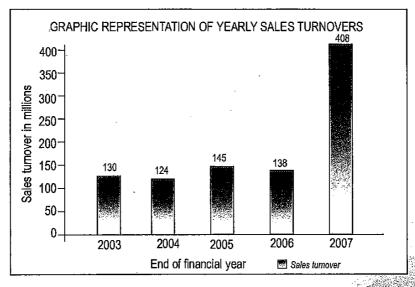
COMPANY MANE	Matamatan
COMPANY NAME	Motorways Construction
ADDRESS	P. O. Box 72525-00200, Nairobi, Kenya.
TELEPHONE	+254 020 557388
	+254 020 555646
	+254 020 555652
FAX	+254 020 530189
E-MAIL	motorwaysconstruction@gmail.com
	nroopra@gmail.com
BANKERS	Giro Commercial Bank Ltd, Industrial Area Branch
	P.O. Box 46739, Nairobi.
	Barclays Bank N.I.C Branch
	P.O.Box 72058, Nairobi.
INSURERS	Occidental Insurance Co. ltd.,
	P.O.Box 39459, Nairobi.
BROKERS	Universal Insurance Brokers,
	P.O.Box 44127, Nairobi.
REGISTRATION	Locally - Certificate No. 63356
MEMBERCHID	Endoration of Konya Employers /E // E)
MEMBERSHIP	Federation of Kenya Employers (F. K. E)  K. A. B. C. E Contractors
	N.A. D. C. E CONTRACTORS



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The following illustrations sheds some light on the market trend but steady growth, with respect to employment and market forces that the Motorways Constructions has had over the last five years,







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REGISTRATION CERTIFICATES



Peare BM/5

#### REPUBLIC OF KENYA

(r,-7)

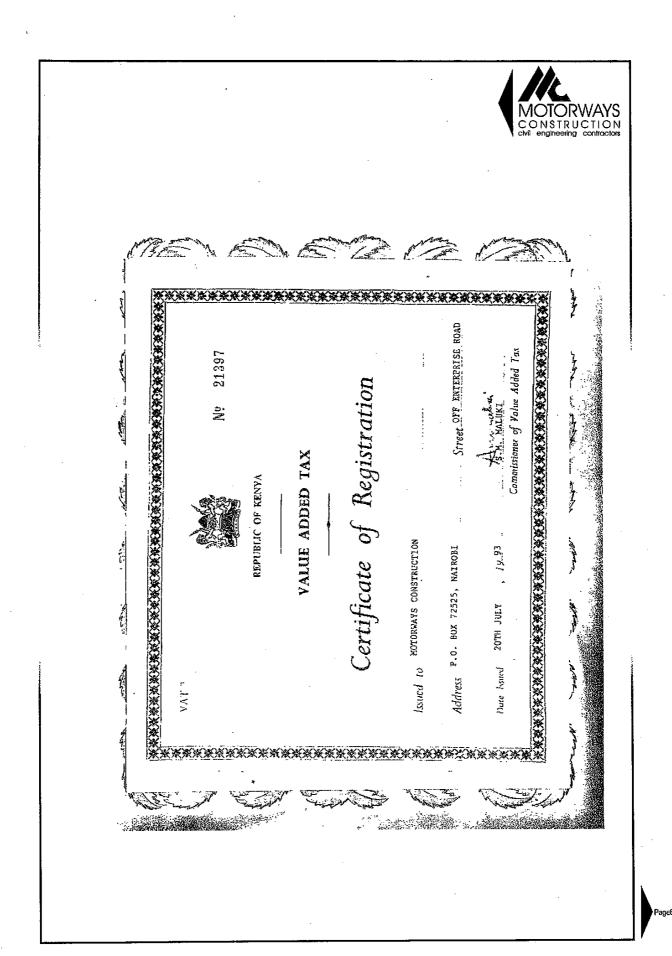
THE REGISTRATION OF BUSINESS NAMES ACT (Cap. 499. Section 14 (2))

# CERTIFICATE OF REGISTRATION OF A CHANGE OF PARTICULARS

I HEREBY CERTIFY that a change of particulars has this day been registered in the	Nς
Register of Business Names in respect of the business name of MOTORWAYS CONSTRUCTIO	,,,
which business name was originally registered under the provisions of the Registration of	
Rusiness Names Act on the	
Number	
Surinder Singh Roopra, Narinder Singh Roopra, Satnam Singh Roopra	
and Kulwant Singh Roopra	
10-11-11-11-11-11-11-11-11-11-11-11-11-1	
are now registered as carrying on business at LR. No. 209/5575, Government Road,	
Nairobi, P.O.Box 43993 Nairobi.	
MOTORWAYS CONSTRUCTIONS. under the (said) business name (of	
Given under my hand at Nairobi this	
Two Thousand and Seven.	
Snr. Assistant Registrar	
GPK (L)	

Page

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# INCOME TAX DEPARTMENT PERSONAL IDENTIFICATION NUMBER CERTIFICATE

MOTORWAYS CONSTRUCTIONS P000615895L

プラブラ : #四

PLACE OF BIRTH: DATE OF BIRTH:

NAME

Finant Pen :



SCHEDULE OF SENIOR MANPOWER AND STAFF LEVELS

# SCHEDULE OF SENIOR MANPOWER

Principals	
Narinder S. Roopra Mobile: 0722 523545	Administrative and technical head, with 33 years of experience in civil and building construction.  E-mail: nroopra@gmail.com
Satnam S. Roopra	Financial head, with 30 years of experience in finance, accounting and office practice.
Kulwant S. Roopra Mobile: 0722 527366	Operations head, with 26 years experience in procurement and site management.
Surinder S. Roopra Mobile: 0722 527477	Incharge of Plant Maintenance, with 40 years experience in heavy plant maintenance.

Senior Staff	
G. Nagaraj <i>Mobile: 0722 523565</i>	Financial manager, with 32 years of experience in finance, accounting and office practice.

Principal Assista	ant Staff:
Peterson Njue	32 years in major contracts.
Simon Njue	35 years in site experience.
Michael Mungai	Site Engineer, with 27 years in major contracts.
Raphael Nzomo	Site Engineer
Vincent Mathias	Site surveyor, with 20 years building surveys experience
Edwin Kiplagat Limo	Graduate Structural Engineer
Francis Lanyo	Earthworks foreman
Stephen Mutuku	Graduate Surveyor
Mutunga Muli	Site Foreman
Raphael Thitu	Foreman Steel Fabricator

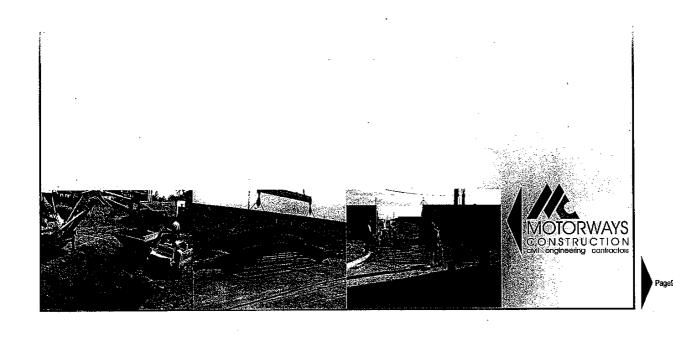
Sofiware in Usa	
MS EXCEL	
AUTOCAD	
MS PROJECT ·	,
PROKON	•



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# STAFF LEVELS

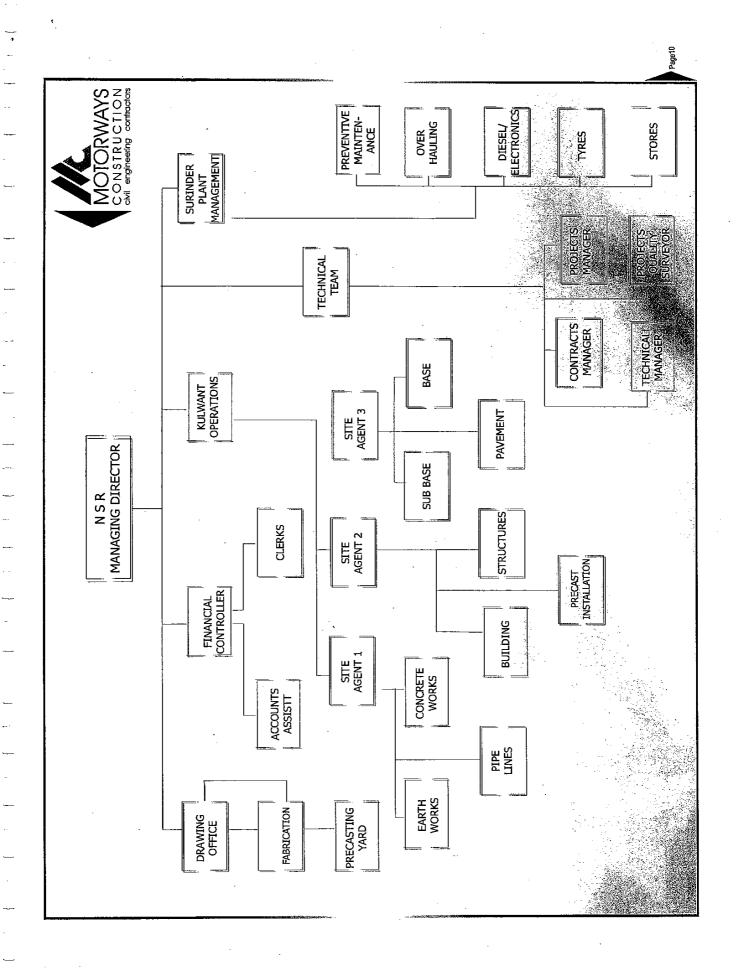
Drivers	19 Nos.
Operators	32 Nos.
Masons	36 Nos.
Carpenters	20 Nos.
General Labours	144 Nos.
Plumbers	4 Nos.
Welders	9 Nos
Fitters	7 Nos
Office trades	10 Nos.
Foremen	10 Nos.
Store Keepers	5 Nos.
Steel Fixers	19 Nos.
Watchmen	9 Nos.



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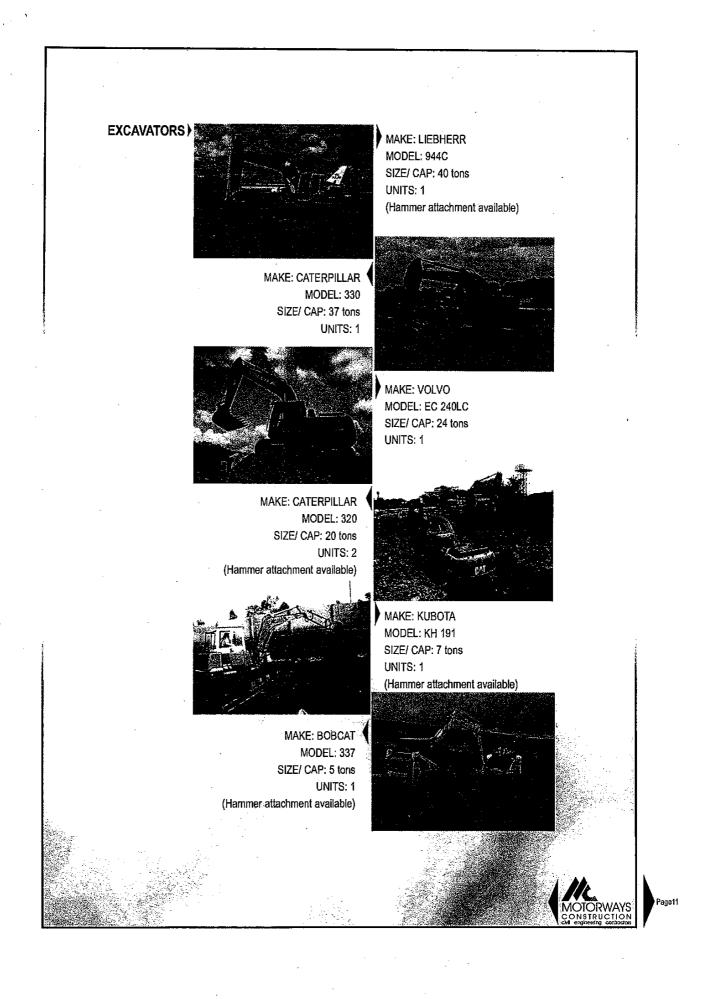


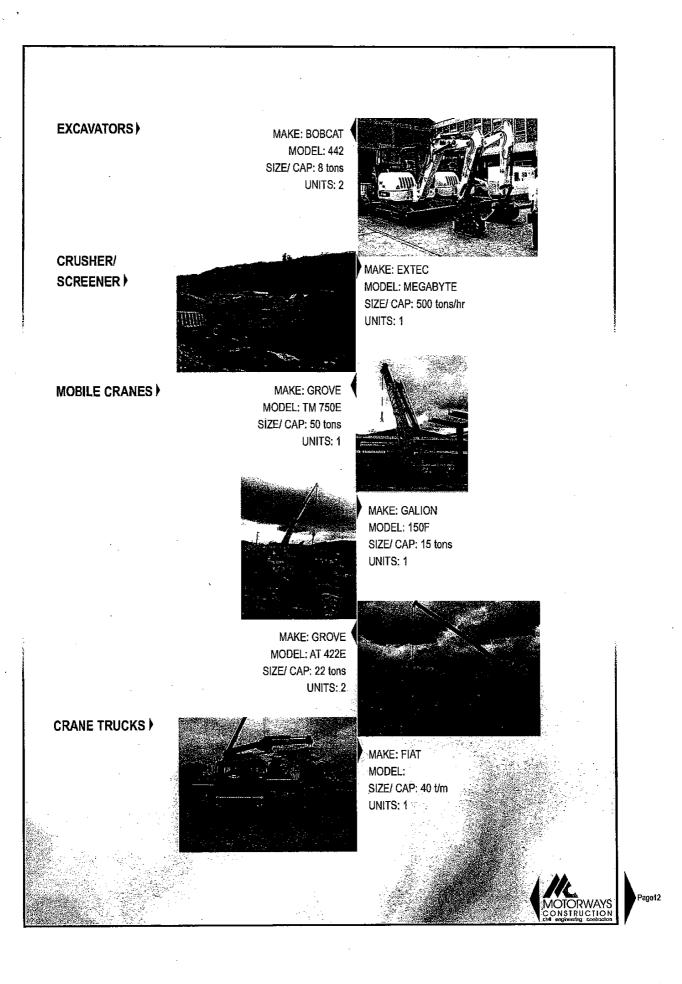
ORGANISATION CHART

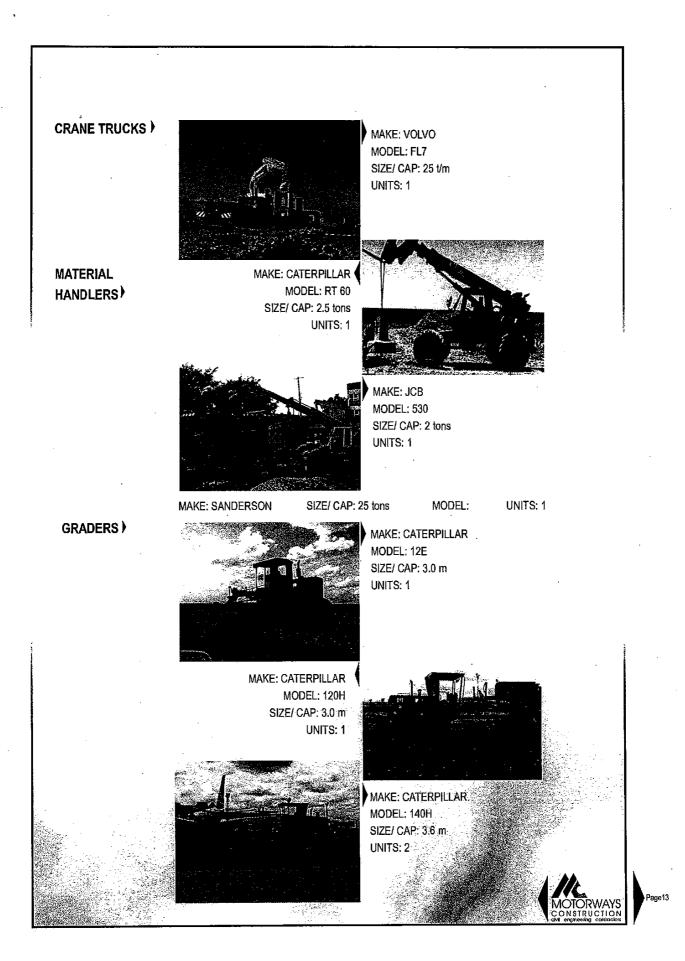


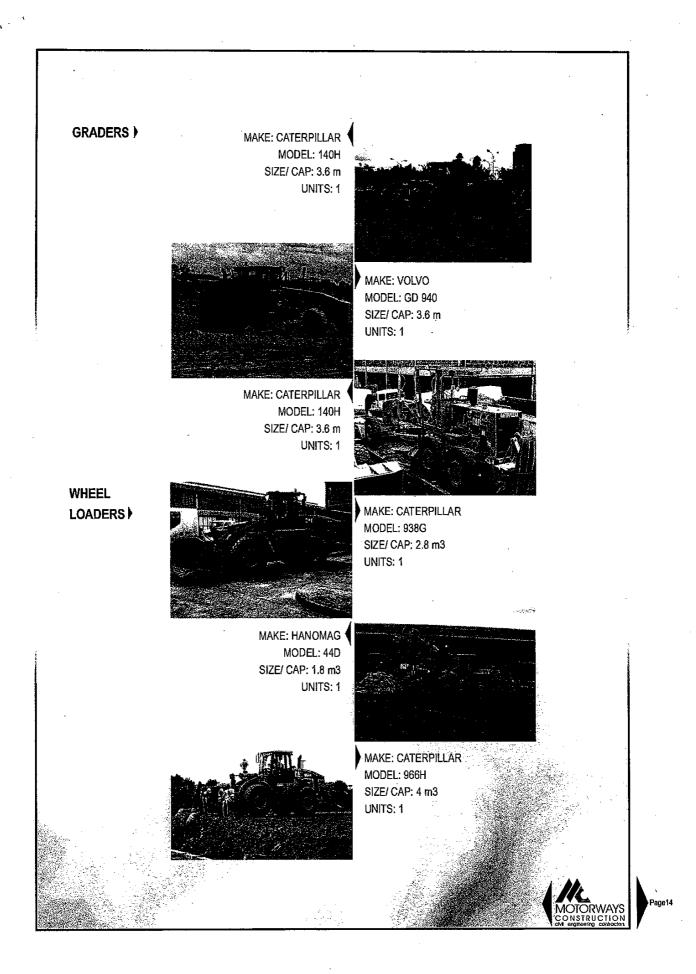


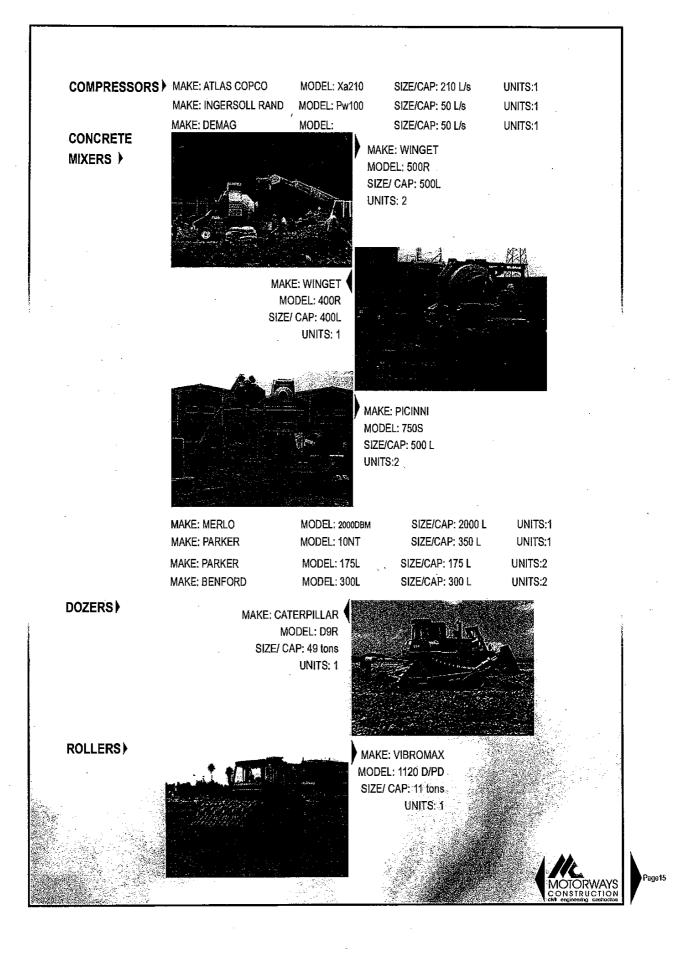
SCHEDULE HIGHLIGHTS OF PLANT OWNED

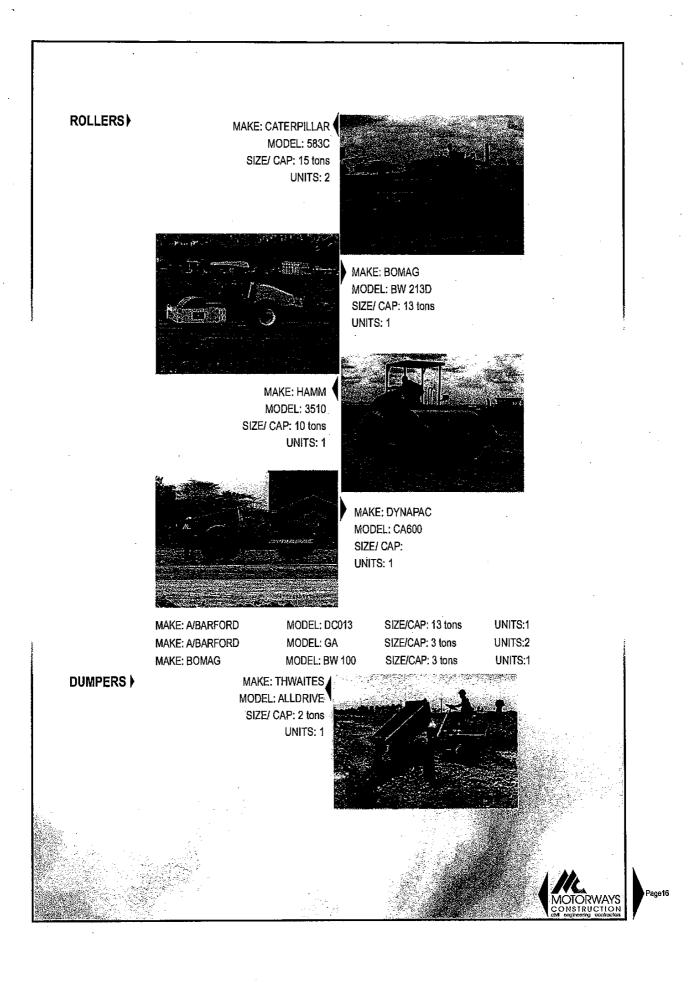


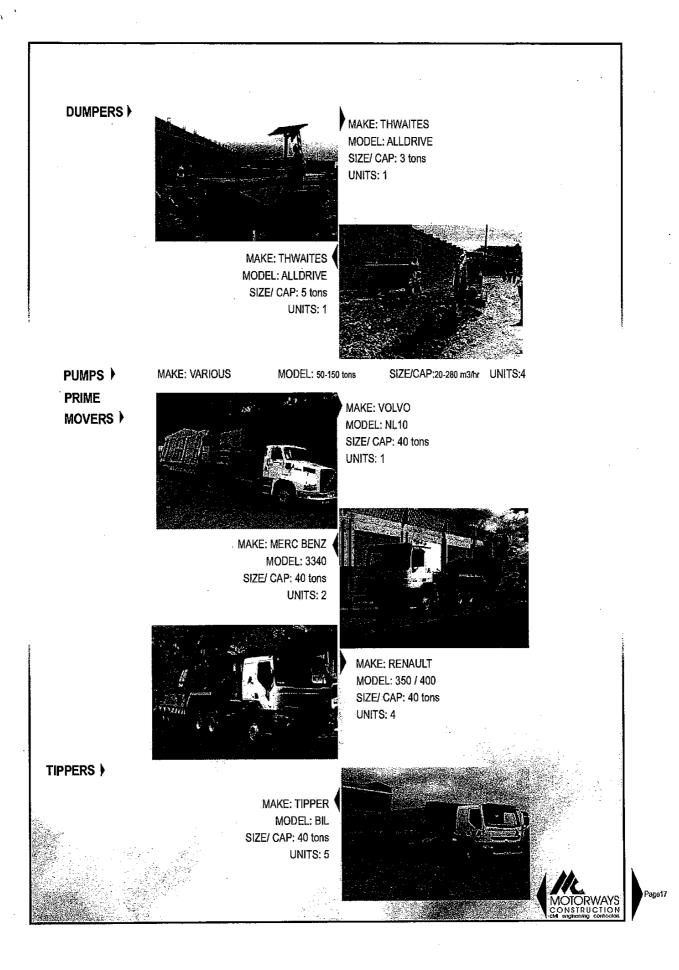












## TIPPERS >

MAKE: MERCEDES BENZ MODEL: 3331
SIZE/ CAP: 24 tons
UNITS: 6



MAKE: MERCEDES BENZ MODEL: 3331 SIZE/ CAP: 24 tons UNITS: 2

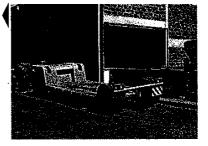
LOW LOADER

MAKE: FLAT BED - TOW TYPE

MODEL: ITALIAN

SIZE/ CAP: 20 tons

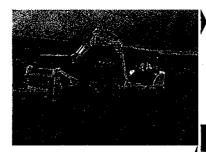
UNITS: 1



LOW	MAKE: LOW LOADER	MODEL: BIL	SIZE/CAP: 40 tons	UNITS:2
LOADER)	MAKE: LOW LOADER	MODEL: BIL	SIZE/CAP: 40 tons	UNITS:2
	MAKE: CASE-INT	MODEL: 795	SIZE/CAP: WATER BROWSERS TRA	LERSUNITS:1
	MAKE: LOW LOADER	MODEL: BIL	SIZE/CAP: 40 tons	UNITS:2
GENERATORS >	MAKE: WILSON	MODEL: P50	SIZE/CAP: 50 Kva	UNITS:1
	MAKE: WILSON	MODEL: P275E	SIZE/CAP: 250 Kva	UNITS:1
	MAKE: KUBOTA	MODEL:	SIZE/CAP: 23 Kva	UNITS:1
	MAKE: HONDA	MODEL: 2500	SIZE/CAP: 2.5 Kva	UNITS:1
VIBRATORS/				
HOISTS >	MAKE: VARIOUS	MODEL: POKER/BEAM	SIZE/CAP:	UNITS:5
	MAKE: VARIOUS	MODEL: OPERATED	SIZE/CAP:	UNITS:5
	MAKE: VARIOUS	MODEL: RAIL ROPE	SIZE/CAP:	UNITS:3

MOTORWAYS
CONSTRUCTION
chill engineering contractors

SKID **STEER** LOADERS >



MAKE: BOBCAT MODEL: 753 SIZE/ CAP: 620 Kgs UNITS: 3

MAKE: BOBCAT **MODEL: 751** SIZE/ CAP: 620 Kgs UNITS: 2



MAKE: BOBCAT MODEL: T 190 SIZE/ CAP: 800 Kgs UNITS: 1



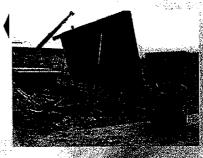


SIZE/CAP: 450 Kgs UNITS:1 MAKE: BOBCAT MODEL: 443 SIZE/CAP: 3 tons MAKE: TOTOTA 350 MODEL: BU 91 UNITS:1 PICK UPS SIZE/CAP: 1 ton UNITS:2 MAKE: TOYOTA LICRUISER MODEL: HZJ 79 MODEL: TFR 54 UNITS:1

TILT TABLES

MAKE: ISUZU

MAKE: MOTORWAYS manufacture SIZE/ CAP: 2.44 X 4.88 m 3.66 X 6.10 m UNITS: 12



SIZE/CAP: 1 ton



SCHEDULE SUMMARY OF COMPLETED PROJECTS

PROJECT	CLIENT	ENGINEER	YEAR	VALUE
GATATHURU RIVER	NAIROBI CITY	NCC-WATER &	1978	1,300,000,00
TRUNK SEWER	COUNCIL	SEWERAGE DEPT.	-	
NAKURU	MINISTRY OF WATER	SIR ALEXANDER	1979	2,200,000.00
INTERCEPTOR SEWER	DEVELOPMENT	GIBB & PARTNERS		
			<del></del>	
DANDORA	NAIROBI CITY	NCC-WATER &	1980	6,000,000.00
INDUSTRIAL AREA	COUNCIL	SEWERAGE DEPT.		
TRUNK SEWER				,





PROJECT	CLIENT	ENGINEER	YEAR	VALUE
LORESHO SOUTH	LORESHO HOUSING	MANGAT, I.B. PATEL	1981	10,000,000.00
HOUSING SCHEME	LTD	& PARTNERS		
CIVIL WORKS			į	
	MINISTRY OF WATER	H. P. GAUFF		
LIMURU SEWERAGE	DEVELOPMENT	ENGINEERS	1983	10,400,000.00
SYSTEM				
		MANGAT/CARLBRO		
BURU BURU ESTATE	KENYA BUILDING		1983	25,000,000.00
PHASE V - CIVIL	SOCIETY	(K) LTD		
WORKS				



PROJECT	CLIENT	ENGINEER	YEAR	VALUE
KENYA MEDICAL	TAKENAKA	TAKENAKA KOMUTEN	1984	3,000,000.00
RESEARCH INSTITUTE	KOMUTEN LTD	LTD		
CIVIL WORKS	. •			
AMMUNITION	MINISTRY OF WORKS	E. A. ENGINEERING	1985	7,000,000.00
SUB-DEPOT	DEPT. OF DEFENCE	CONSULTANTS		
CIVIL WORKS	-			
BUS TERMINUS	THIKA MUNICIPAL	TOWN ENGINEER	1985	7,500,000.00
& MARKET UPGRADE	COUNCIL	·		





PROJECT	CLIENT	ENGINEER	YEAR	VALUE
NYS ENG. INSTITUTE	TAKENAKA CORP.	TAKENAKA CORP.	1987	7,000,000.00
CIVIL WORKS				
SERVICE STATIONS	CALTEX OIL &	CALTEX OIL &	1989	40,000,000.00
	TOTAL OIL	TOTAL OIL		
MIRITINI SITE &	MOMBASA	WANJOHI	1989	18,000,000.00
SERVICE SCHEME	MUNICIPAL COUNCIL	CONSULTING ENG.		
WINDSOR HOTEL	WINDSOR HOTELS	J. KEENAN/MENTOR	1991	10,000,000.00
CIVIL WORKS		MANAGEMENT		



PROJECT	CLIENT	ENGINEER	YEAR	VALUE
CHEMICAL FACTORY	ORBIT CHEMICAL	OCIL/	1992	80,000,000.00
& WAREHOUSE	INDUSTRIES LTD	MOTORWAYS		
NAIROBI AIRPORT	S. E. E. E (FRANCE)	MENTOR	1992	5,600,000.00
MAIN CABLING		MANAGEMENT		
WATER PARK	SPLASH LTD	BEGLIN WOODS	1993	40,000,000.00
		ARCHITECTS		
MOI AIRPORT	TAKENAKA/	TAKENAKA /	1994	100,000,000.00
PRELIMINARY &	MITSUBISHI JOINT	MITSUBISHI JOINT		
HOUSING WORKS	OPERATION	OPERATION		





PROJECT	CLIENT	ENGINEER	YEAR	VALUE
SWAHILI BEACH	WATERFRONT	TRZEBINSKI, GAAL &	1995	200,000,000.00
CLUB, DIANI	HOSPITALITY LTD	ASSOCIATES	STALLED	
DIANI BEACH	DR. K. S. REKHI	MOTORWAYS/ ENGG.	1996	30,000,000.00
HOSPITAL		DESIGN CONSULT.		
				-
OFFICES & GODOWNS	MANU SPICERS LTD	MOTORWAYS/ ENGG.	1996	15,000,000.00
		DESIGN CONSULT.		





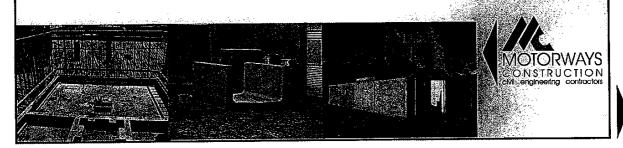


PROJECT	CLIENT	ENGINEER	YEAR	VALUE
WAREHOUSES	PRESSMASTER LTD	MOTORWAYS/ ENGG.	1997	75,000,000.00
		DESIGN CONSULT.		
OFFICES &	CATALYST	MOTORWAYS/	1998	100,000,000.00
WAREHOUSES	CHEMICALS LTD	STRANA CONSULT.		
		ENGINEERS	•	
USA EMBASSY NBI	MORRISON	MORRISON	1999	100,000,000.00
INTERIM OFFICE &	KNUDSEN CORP.	KNUDSEN CORP.		
USAID COMPLEX				





PROJECT	CLIENT	ENGINEER	YEAR	VALUE
OFFICES & FACTORY	BANBROS LTD	MOTORWAYS/	2000	95,000,000.00
		STRANA CONSULT.		
		ENGINEERS		
USA EMBASSY,	MORRISON	MORRISON	2000	60,000,000.00
UGANDA	KNUDSEN CORP.	KNUDSEN CORP.		
KENCELL GSM,	ALCATEL LTD.	CIVIL WORKS FOR	2000	40,000,000.00
GREENFIELD SITES		M/S COMTEL		2 Cy - 1 CA



PROJECT	CLIENT	ENGINEER	YEAR	VALUE
SAFARICOM GSM,	SAFARICOM/REIME	CIVIL WORKS FOR	2002	60,000,000.00
GREENFIELD SITES	(K) LTD	GSM GREENFIELD		
		SITES		
SIMOCO, KENYA	SIMOCO	BUILDING & CIVIL	2003	20,000,000.00
POLICE PROJECT		WORKS		
				·
SAFARICOM GSM,	SAFARICOM GSM,	CIVIL WORKS FOR	2003/4	180,000,000.00
GREENFIELD SITES	GREENFIELD SITES	GSM GREENFIELD		
		SITES		





PROJECT	CLIENT	ENGINEER	YEAR	VALUE
ACCESS ROAD,	BROOKHOUSE	MOTORWAYS	2004/5	21,000,000.00
CARPARK	SCHOOLS LTD	CONSTRUCTION		
& BRIDGES				
			•	
ORLY AIRPARK LTD	ORLY AIRPARK LTD	MOTORWAYS	2004/5	25,000,000.00
RUNWAY PARKING		CONSTRUCTION		
AND ACCESS ROAD				
SAFARICOM GSM,	SAFARICOM GSM,	CIVIL WORKS FOR	2005	140,000,000.00
GREENFIELD SITES	GREENFIELD SITES	GSM GREENFIELD		
		SITES		



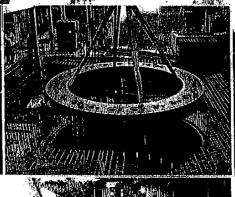
PROJECT	CLIENT	ENGINEER	YEAR	VALUE
MOI INTERNATIONAL	KAA/ KAY CONST.		2006	50,000,000.00
AIRPORT MOMBASA				
RUNWAY CONCRETE			<u> </u>	
PAVEMENT				
			,	
PHASE 2 AND	BHACHU		2006	120,000,000.00
CONCRETE FLOORS	INDUSTRIES			
& ACCESS ROADS	LTD			
JOMO KENYATTA	CHINA WU YI		2007	700,000,000.00
INTERNATIONAL	(KENYA) CO.			
AIRPORT	LTD			ļ
JOMO KENYATTA	CHINA WU YI		2008	350,000,000.00
INTERNATIONAL	(KENYA) CO.			(On Hand)
AIRPORT	LTD		1	
ST. MARY'S -	MINISTRY OF	,	2008	30,000,000.00
NYAKAHURA-	ROADS AND	1-11		
GITUGU ROAD	PUBLIC WORKS/			
MUKUNGAI	KAY CONSTT.			
BRIDGE				
			·	
NAIROBI SOUTH	IBERAFRICA	SOCOIN	2008	150,000,000.00
POWER PLANT	POWER (EA)	S.L.U		(On Hand)
PHASE II	LTD			
	·			



資料 3-3 SPENCON 社概要



OMPANY PROFILE







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Strong Heritage What We Do

How We Do It

Our People

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Our Capacity

Strategic Direction

Plant & Equipment

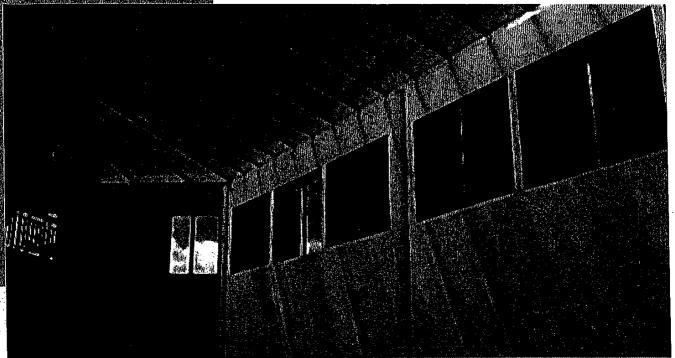
Our Experience

Financials

Continuous Improvement

Regional Offices

# STRONG HERITAGE



Spencon was incorporated in 1979 to undertake infrastructure related construction in Kenya with an intention to expand subsequently into neighbouring countries. In 1984 the operations were extended into Tanzania, in 1985 into Uganda and 1994 into Zambia. Today, they have fully fledged operational presence in each of these countries. Projects have been carried out in Kenya, Zambia, South Sudan, Malawi, Mozambique and Botswana.

Spencon initially started offering engineering solutions for water supply and sewerage works. The company has since diversified into roads and bridges, electro-mechanical, power transmission and industrial buildings. Most of the projects undertaken so far have been financed by international funding agencies like World Bank, IDA, KFW, EIB, AFDB, SFD and JICA among others.

The company has identified growth options in enhancing mutual joint ventures, mergers and acquisitions, and expanding into new markets, products and services.

# THE SPENCON WAY

### Quality

In recognizing the need to ensure that our systems and services meet the standards of best practice, Spencon has actively adopted quality assurance programmes and certification to meet with market place needs and contractual requirements

#### Heritage

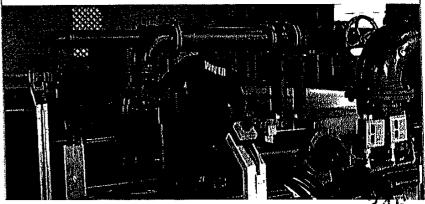
Spencon has defined a rich culture of project delivery for decades. This strong heritage of experience, knowledge and relationships leverages best practice and delivery for all our clients

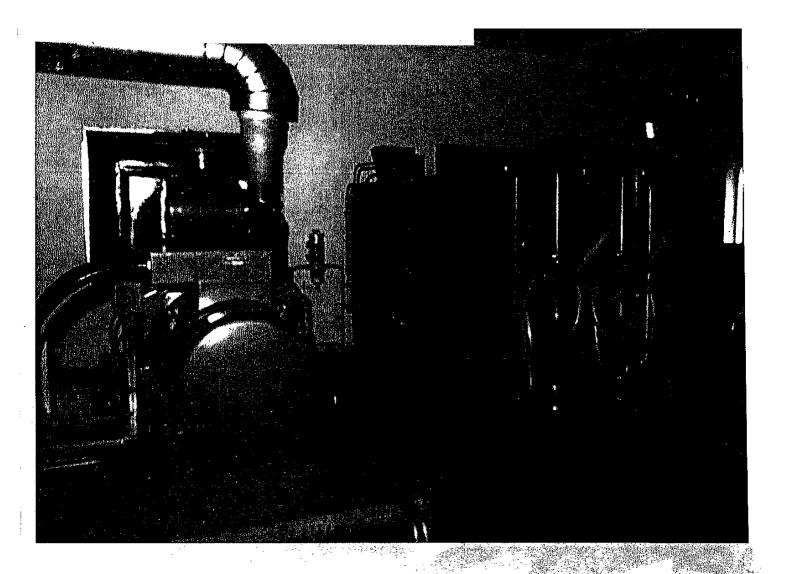
#### Responsibility

Spencon is inspired by a desire to be innovative. We have a relentless pursuit for operational excellence, responsibility over environmental conservation and exemplary safety performance

#### Partnership

True partnership is the way Spencon would like to do business. The philosophy of being a company open to partnership allows clients and partners to share in our success, capacity and growth.

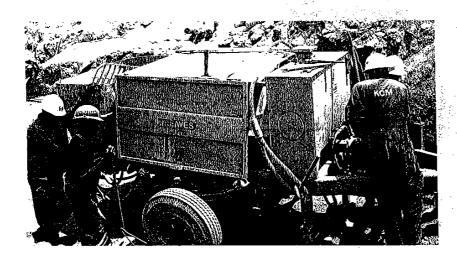


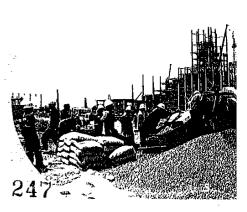


Spencon has played a significant role in the development of infrastructure projects in East Africa. Over the past two decades, Spencon has provided specialized engineering services in disciplines such as civil building, electric and mechanical oversight in some of East Africa's large projects.

The company is managed by a professional team of experts, executing works with international standards and certification with an emphasis on awareness of and commitment to health, safety and environmental protection in accordance with international practice. We have the capacity to plan, design, construct and maintain a variety of high value engineering projects to the satisfaction of clients.

We have adopted the international ISO 9001 Standard Quality Systems Models for quality assurance. The company is committed to the delivery of quality products and services in full compliance with its contractual requirements.



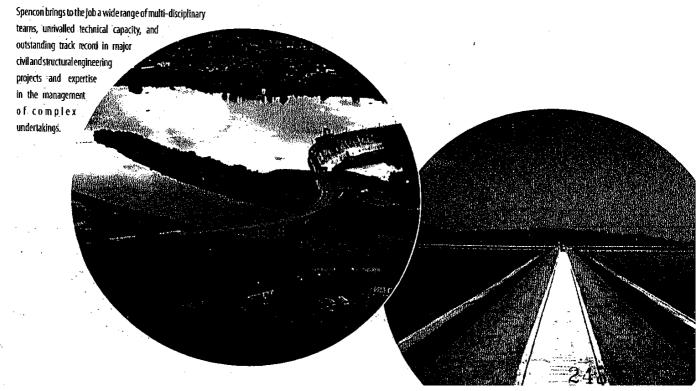


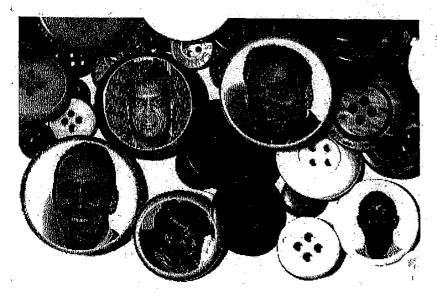


As Spencon competes in the regional market place we never lose sight of the fact that our employees are the heart of the company—the driving force behind our success. At Spencon human relations are based on respect, trust, honesty, truthfulness and teamwork.

Careful selection of staff from the local and international talent pool enables us to offer clients crucial management expertise for efficient execution of complex engineering projects:

"Spencon brings to the job a wide range of multi-disciplinary teams, unrivalled technical capacity, and outstanding track record"





## OUR PEOPLE

Careful selection of staff from the local and international talent enables Spencon to offer its clients crucial management expertise, together with high level of proficiency. Established work teams allow for the efficient execution of the most complex engineering projects. The depth of the company's experience and the span of activities covered, gives us the vital edge over other similar construction firms in the region.

We ascribe to good corporate governance frameworks as a means of attracting and retaining long-term capital form investors as well as maintaining high credibility. We respect and subscribe to enhancing a full set of relationships between management, the board of directors, shareholders, employees and stakeholder community.

#### **Our Mission**

"To provide innovative engineering solutions to enhance quality of life in Africa"

### **Our Values**

Spericon recognizes that having the right values will result in more efficiency, higher productivity, and better focus. The overriding principles guiding Spencon's value definition include.

#### Integrity

Spencon is committed to observe absolute honesty and integrity in all their business activities.

#### **Honouring Commitment**

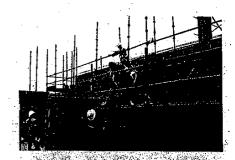
Spencon will enhance the standards and reputation of the company by honouring its commitments to Shareholders, Management, Employees, Customers / Clients, on time and within budget.

#### **Transparency**

Spencon will maintain high standards of accuracy in advise and information given to the Shareholders, Management, Employees, Customers / Clients in the fields for which they are responsible. Spencon will act in openness, in accordance to the duties that they owe to Shareholders, Management, Employees, Customers / Clients.

### We care for the Environment

Spencon is committed to pursue in the course of business, sound and responsible practices to ensure the protection of people and the environment.











To ensure a good system of corporate governance, all our actions are aligned with clearly defined ethical principles namely:

# Discipline, Transparency, Accountability, Responsibility, Fairness and Corporate Citizenship.

Sustainability forms an integral part of our corporate governance planning. We place emphasis on incorporating our processes and procedures into an integrated Management System to meet both national and international standards. Spencon values our long-term relationships with clients, stakeholders and the community and strive to move beyond the traditional compliance. We further hope to strengthen our ties with the community by contributing towards local education, health and cultural development.

#### Safety & Health

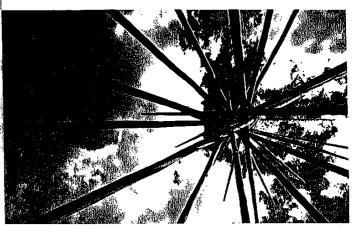
Spencon considers its employees to be its most valuable resource. It is our policy to hold line management responsibility within each business unit and its divisions for matters relating to Safety, Health and Environment.

#### **Corporate Social Responsibility**

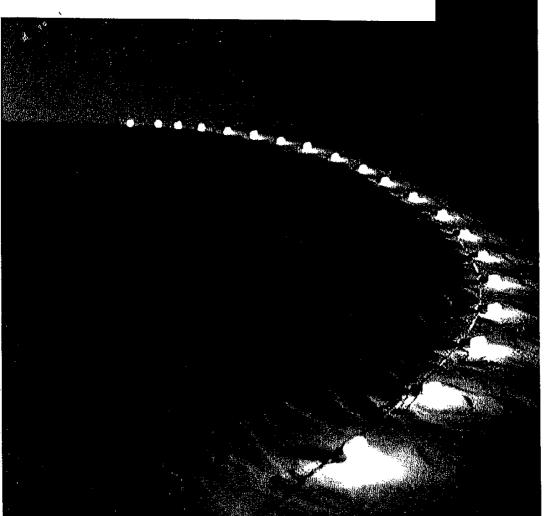
We strive to ensure positive impact on the communities in which we operate. Where possible, we will contract local staff on projects and offer specialised training to ensure a high standard of work delivery. By investing in the local communities where we operate, the company aims to have sustainable contributions which will establish growth of local capacity and sustainability,

#### **Environment**

Our goal is to achieve leadership in sustainable and environmental practice. We seek to minimize our environmental impact and to comply with all legislations and use innovative practices to mitigate our practice where legislation doesn't exist.





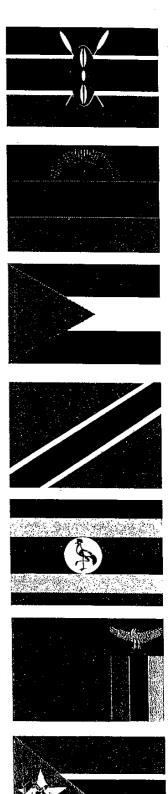


## **OUR CAPACITY**

Spencon is a large multi-disciplined solution provider; with strong multi-regional presence in Eastern Africa, The current market environment is supportive of major infrastructural commitments by various Eastern and Central African governments.

The company is however, preparing to embrace new business development modalities to grow hisher shaje and business diversity to this end Spencor is building capacities in conducting useful Public - Private Partnerships (PPP), proporating Builds Operate and itemsters (BOT) modalities embracing both Internal and external reforms and inputting near apportunities for anti-preneunal initiatives.

To achieve future, growth and intellige with our obusiness, strategy, spencon has attracted, contract shrancing equity participation and bonding facilities from major overseas venture; apital institutions. The first of these (contract manage) is an asset-backed manalog programme through an offi-palance sheet. Jacility FMO, of Netherlands, DEG of Germany is facilities have already been activated. The second of these facility in the form of equity participation will be provided by the eging Markets Partnership (EMP) from Washington, USA.





Spencon's medium term strategy seeks to deliver exceptional customer satisfaction, develop joint venture partnerships, mergers and acquisitions; expand aggressively into new markets, diversify product offering and embrace technology as a vehicle for world-class benchmarking.

The company is doing its utmost to ensure safety at the workplace and offer a human resources policy that makes the most of staff talent. In this way the company generates business activity and wealth, creates jobs and improves the living environment for all stakeholders.

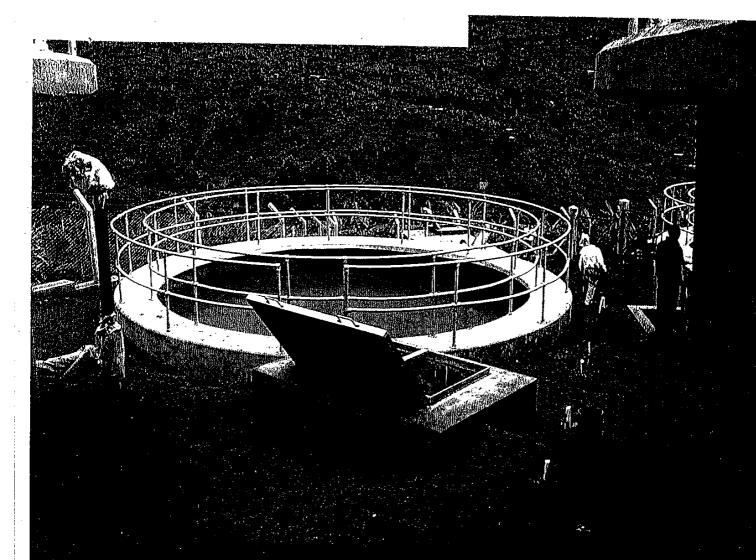
#### **TECHNOLOGY**

As part of our strategy and growth plan, Spencon has implemented a People Soft based Enterprise Resource Planning (ERP) environment to link via satellite Head Office operations to all the regional offices.

This investment has enabled the company to efficiently administer all key resources over an ever growing market base and has impacted positively on the company's profitability and shareholders' value propositions.

#### **QUALITY CONTROL**

Spencon strives for 'zero defect' and is undertaking an integrated ISO certification programme across all aspects of our business as part of our commitment towards continuous improvement, and effective business and operational performance. We are dedicated towards quality and robust project execution.



# PLANT & EQUIPMENT

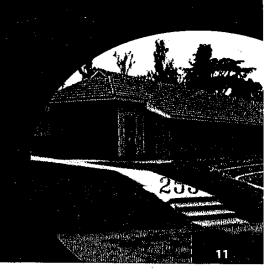
Spencon believes that to serve the client effectively, finish contracts on time and within budget, investing in modern equipment is essential.

This has enabled the company to undertake major construction jobs without compromising on quality. The company purchases most of its plant & equipment outright, although this is augmented by hited or leased equipment from time to time. Our major plant complement includes equipment for quarry plant, concrete works, earth works, drilling and pilling, pavernent works and ancillary equipment.

Plant and equipment maintenance is controlled through the integrated inventory / maintenance system. Workshop repairs, overhauls and other preventative and predictive maintenance are carried out at each major remote site by Spencon staff in conjunction with in-country representatives of manufacturers.

"Our major plant complement includes quarry plant, concrete works, earth works, drilling and piling, pavement works and ancillary equipment"







Spencon has the skills and experience to deliver any aspect of infrastructural projects. This integrated business model enables the company to provide distinctive value to its customers, and positions it strongly for sustained growth going forward.

Our construction activities encompass Building, all kinds of Civil works, Roads and Engineering. This enables us to deliver on the broad infrastructural development needs of the market in which it operates.

Customer focus is central to our business model. We always strive to exceed customer expectations by providing solutions that are guided by an incisive understanding of our customers' needs.

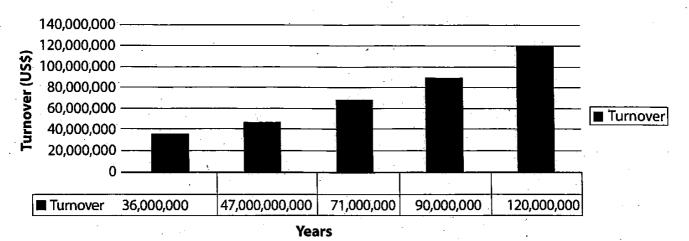
With decades of construction experience, Spencon has played a major role in the development of eastern Africa's infrastructure, achieving a reputation for innovation and professionalism.

Spencon customer-focused philosophy aims to provide full service solutions across the broad base of the infrastructure value chain,

Service delivery is based on an inclusive understanding of customer needs and requirements with the objective of standing by projects until successfully completed.



### Spencon Turnover 2004 - 2008

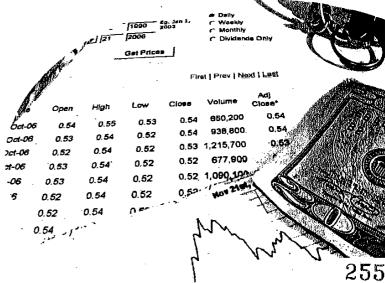


## **FINANCIALS**

Year after year, Spencon continues on its growth trajectory, supported by clearly stated fundamentals: a strategy known to all, expertise covering the full range of construction business lines, a management system that fosters creativity in individuals and responsiveness in organizations, strong values that give our culturally diverse teams a shared passion for building and common entrepreneurial drive.

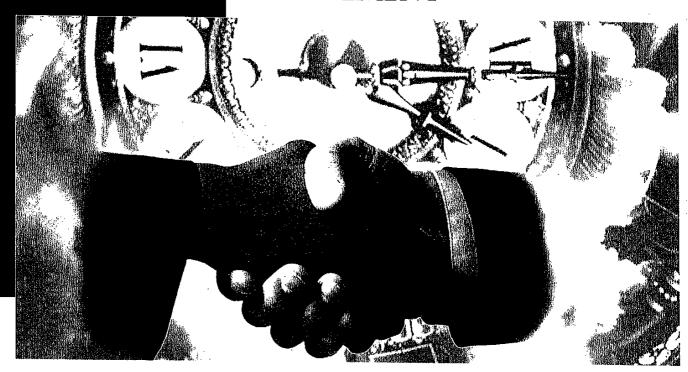
Spencon has continued to experience phenomenal expansion as a result of organic growth as well as venture capital injection and is now expanding its presence into new markets. Future growth will be driven by a resurgence of infrastructural spend in Africa.

The company's economic goals tie in with our responsible approach to customers, our employees and the community at large. As a major player in creating the quality of life and regional development, Spencon aims to set an example in the conduct of its business.



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## **CONTINUOUS IMPROVEMENT**



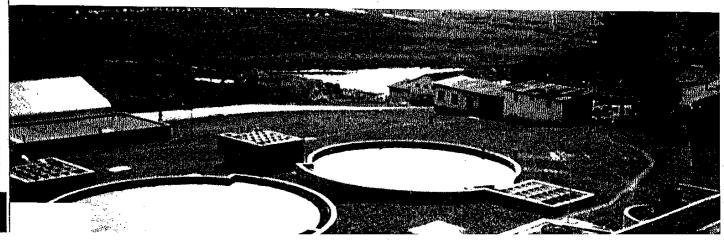
A philosophy of continuous improvement is the foundation of Spencon strategy, aimed at creating stakeholder value through the realisation of quality processes. Construction industry is currently undergoing change in the way it relates to the client, environment, safety and compliance.

Spencon is committed to provide service to its clients and has availed resources and programmes to ensure that timeliness, cost, quality, client orientation, communication skills and response to complaints or queries are dealt in a systematic manner as provided by corporate processes.

As a function of quality services to its clients, Spencon is committed to safety, health and environment at all its work places. Spencon has adopted international standards of quality management and customer care.

Spencon is committed to the principles of continuous improvement of its processes and assurance of quality. These initiatives will ensure that Spencon remains globally competitive and differentiated from competition.

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#### **SPENCON KENYA**

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### **SPENCON TANZANIA**

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## **SPENCON SUDAN**

P.O. Box 14294-00800 Nairobi Cell: (+477) 111870 Fax: (+254-20) 4180628 Email: sudan@spencon.net

**AFFILIATES** PROFILE **ABOUT US** HOME HISTORY ROKO CONSTRUCTION LIMITED ISO 9001.2000 certified 👼

Sunday, May 10, 2009.

#### Welcome to ROKO Construction Limited

#### **About ROKO Construction**



construction 16.3 company in Uganda it also operates in other counties like Congo, Rwanda,and

**ROKO is a** 

Sudan.

It is self-sufficient in the majority construction disciplines, its other services include

aluminum fabrication, metal fabrication & welding, carpentry and

shuttering and scaffolding, mechanical works and electrical

I hope that one day you will be our client. You will not regret it whether. you will engage us in Construction or as the performance of Roko Technical Services. more »»

### **ROKO References** Some of the projects done by ROKO Construction Limited.

- O- AMERICAN EMBASSY »
- O BAT »
- O- BANK OF UGANDA »
- OF CELTEL CEULULAR »
- O CENTURY BOTTLING»
- O COOPER MOTORS »
- O CRESTED TOWERS »
- O- DANISH EMBASSY »
- O- EADB »
- O: EXTELCOM »
- → MIN OF PINANCE »
- O- KABAKA'S PALACE »
- O METRO UGANDA »
- C- NAKAWA INSTITUTE >
- O≕NSSE »
- **Q- STANBIC BANK »**
- O- RWENZORI PROPERTIES »
- O'-UNILEVER »

#### **Contact Us ROKO CONSTRUCTION Ltd**

P.O. Box 172 Kampala, Plot 160A Kawempe 8Km from Kampala on Bombo Rd Tel: + 256 (0)414 567305/567331 Fax: + 256 (0)414 567784

#### **News at ROKO Construction!**



ROKO Careers: There are available opportunities in ROKO in the following opportunites in RORO in the londwing fields: Interfor Design, Architecture, Planning, Quantity Survey, Carpentry, Plumbing, Civil, Mechanical, and Electrical Engineering, more »»



MARERA House: Roko Construction the contract, among the selected ng construction firms in the



URA Awards ROKO: Uganda Revehue Authority (URA) awarded ROKO Construction Ltd an award of ecognition as the most complaint axbayer for the maincal year of 2006/07 under the construction sector more >>

SUPAN-Project; ROKO Sludan at work z on the rehabilitation of the southern Sudan government ministries offices The contract was signed between the region's acting minister for lands? housing and utilities; Rebbecca Demais, and ROKO's chairman, Rainer Koehler, in Juba more >>>

## BUREAU VERITAS Certification



#### AFFILIATES

ROKO has gained the trust and respectin other communities, like Congo Rwanda, and Sudan:

- ROKO CONGO
  CONSTRUCTION projects
  ROKO RWANDA
  Construction projects
- ROKO SUDAN Construction projects
- ROKO TECHNICAL SERVICES Technical services



### Sérvices Offered

The company is self-sufficient in construction projects and The company is sell; sufficient in construction projects and provides employment for an average of 1800 people, placing great emphasis on training its techniques and craftsmen to produce an exceptionally high standard of workmanship.

Materials are produced locally and from the Preferential Trade Area wherever possible, and imports are facilitated by Roko's association with the SALT rading Company in Europe. Other services offered include:



### Aluminium Fabrication Workshop

we make aluminum windows and door frames; as well as curtain walling and claddings, for ROKO construction projects and other external projects more »»



GAD We do detailed designs for buildings to be built by ROKO construction and even for outside ellerts, we also make as-built-designs for ROKO built projects, more »»,

Carpentry and Joinery Worksop The Carpentry and Johney Workshop

Home

Air Conditioning

**Energy Solutions** 

Equipment

SERVICES OFFERED II SOUT TOUR

Elevators & Escalator

**ICT Solutions** 

About Us







### **ROKO Technical Services** (RTS)

We procure, on our clients' behalf products including light & heavy industrial equipment, industrial chemicals, air conditioners, escalators and elevators, Communication and IT egulpment.

#### more »»

#### **Welcome to ROKO Technical Services**



Limited.

Escalators.

**ROKO Technical Services (RTS)** 

of reknown ROKO Construction

ROKO Technical Services large product and service range includes

procurement and trading division.

Communicatin and IT equipment: Construction, Agricultural and Industrial Equipment,

Airconditioning and Eleventors &

ROKO Techincal Services possesses a highly experienced sales and

technical staff with vast experience in their market fellds. The sales staff are responsible for

maintaining high level of rapport with clients, sales carry out market

research, product planning, trade

shows and sales promotion activities while specialized technical

personnel to give support to all

business in Uganda, think of ROKO Techincal Services, your technical

For anyone considering doing

IPAIr Conditioning RTS)|s an authorised dealer of West Point Alr Conditioning systems in Uganda, RTS with its International partners has

2001 . 90 000



that will keep you going and growing. read more »»



:: Energy Solutions RTS energy solutions include; MGE UPS systems APC BACK-UPS, j Inverters and Generator in various brands and models read more()>>>



::Equipment ProMinent water treatment and fibration system is the state-of-art technology, that ROKO is proud to infroduce to the Ugandan market read more 3%



i: ICT Solutions
RTS Computer Division is a total
solution based, IT division with an unmatched reputation for integrity and reliability in Uganda's IT Sector.

read more »»

#### ISO 9001

#### BUREAU VERITAS Certification



v News Highlights

ROKO training Aga Khan
students!
ROKO Fechnical Services with a
belief origiving back to the
community was able to take up
three students from Aga Khan for Industrial read more »»

> RTS has done it again! ROKÖ Technical Services has emerged the winner again for ATTEC Exhibition. AITEC UGANDA exhibition 2007, which was held at Hotel Africana from 30th May - 1st June 2007 read more »»

## RTS emerges best AITEC

ROKO Technical Services products made it possible for it to merge out as the best exhibitor of AITEC UGANDA exhibition 2006, which was field at Kampala Sheraton Hotel from 12 July - Friday 14 July 2006 read more »»

#### **ROKO Cocktail Party**

ROKO Construction Limited together with ROKO Technical Services hosted a cocktail party for their clients and lauched the company website.

#### Product Brands & Partners

Carrier Air conditioners

Codan HF communication

Compair - Compressors

\* Dell - Computer hardware

» Dolmar - Agricultural equipment

**Q-mac**, HF communications

Harvey Roofing materials

HP. Printers & scanners ■ MGE ÷ UPS power backup

Motorola - VHF communication

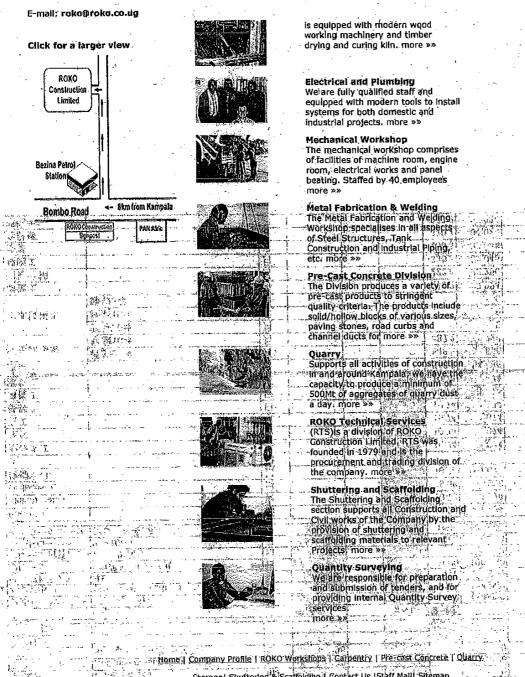
## service provider. **Contact Us**

products supplied.



**ROKO Technical Services** ROKO Town Centre, Plot 1-27, Nasser Lane, P. O. Box 37825, Kampala Uganda Tel: + 256 (0)414347130/2, + 256 (0)31 262109/8, Fax: + 256 (0)414 347131 E-mail: rts@roko.co.ug

网络美国马克



Storage | Shufterind & Scaffolding | Contact Us | Staff Mail | Sitemap

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E-mail: roko@roko-co.ug

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## 資料 3-5 INTER FREIGHT 社輸送料金表

CORPORATION

**Mailing Address** 

- 44.04.75

25, North Row, London, W1K 6DJ

Phone: (254) 2 31 92 22 - Fax: (254) 2 31 92 24 E-mail: interfreight.corporation@ukonline.co.uk

Customer: M/s. Fukunaga Architects - Engineers

c/o JICA

Attention to:Mr. Norio Shimomura, Mr. Masaaki Kobayashi

JUBA TARIFF

Mombasa 10th April, 2009

Rates for containers through Mombasa Port to FOT JUBA Southern Sudan

Gross weights indicated are including Containers Tare

Mode of Service	Gross weight Include Container Weight	Tariff FOT JUBA in US\$			
		Shipping Line Containers		Shippers owned Containers	
		20'	40'	20'	40' ·
Ocean freight from:		•		~	
Transport by Road	13,5 t	5050		4850	
	15 t	5400		5200	
	26 t	9300		9100	
	·27 t	N/A	9800	N/A	9350
Transport by Rail/Road via MLB	22 t	6500	N/A	6300	N/A
Border clearance in South Sudan Excluding Duties/Taxes	per Ctn ·	200	300	200	300

Mombasa Port Charges as per KPA Tariff March 2008

- Shore handling, Wharlage, Agency/Bond fee, Verification, Handling Malaba/Kampala, Transport to FOT Juba
- Free time for destination clearance / offloading 2 working days
- Free time for border clearance 1 working day
- Additional days will attract Container demurrage + Truck detention

#### Excluding

- VDS, In transit charges and other Shipping line/Agents fees
- Safmarine / Messina additional US\$ 250,- per TEU for local charges
- H&H on separately request only
- Dangerous / Hazardous cargo surcharges
- Destination handling charges and delay destination clearance / offloading
- Additional Port charges and container demurrage due late receipt or inadequate documentation, being provided at our Mombasa office at least 5 working days prior vessel arrival.
- Truck detention due to incorrect import documentation / offloading delays
- Container demurrage of US\$ 20,-/Day per TEU + Truck detention US\$ 250,-/Day
- Insurance (shipper or consignee must implement all risk insurance through to destination)

#### Documents required for Transit clearing in Mombasa and Kampala in English are as below:

- Original Bill of Lading (issued by shipping line) x 3-duly signed and stamped on reverse side
- Suppliers invoice and Packing list
- Certificate of Origin
- Certificate of Exemption of duties and taxes (MFA 1 Form) if applicable
- Phone contact and physical address to Consignee

Payment Terms: 100% prior to despatch of cargo in Mombasa

Validity: Until 30.04.2009. After this date we have to re-confirm our offer.

Interfreight has been informed that the Ministry of Commerce, GOSS - Kaya office are insisting on a exemption from the Ministry of Commerce GOSS Juba for all exempted cargo. There is no notification received till date. Tariffs in this proposal are quoted in US Dollars and are fixed rates till above validity date, however subject to changes of Port Charges and major fluctuation of fuel price and currency exchange rate.

With best regards

INTERFREIGHT CORPORATION

Terms and Conditions: All and any business undertaken, including any advice, information or service provided whether gratuitously or not, is transacted subject to our current Trading Conditions (full text on application).

Insurance:

No insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the Insurance company or underwriter taking the risk.



## **KCB SUDAN**

**Tariff Guide** 

Customer 1% value

Min. SDG40 (USD 20)

Max. SDG 300 (USD 150)

Non Customer, 2% of value Min. SDG 80 (USD 40)

Max. SDG 600 (USD 300)

c) Bankers Cheques SDG 60 (\$30.0) per cheque

## a) Foreign remittances

a. Swift/ Drafts/ TTS

Inwards-Customers: 1% of value Min. SDG 70 (USD 35)

Max. SDG 1500 (USD 750)

• Inwards-Non-customers: – 2%

Min. SDG 90 (USD 45)

Max. SDG1800 (USD 900)

Outwards-Customers:

• From **USD Account**: 1%

Min.SDG 70 (USD 35)

From SDG Account :1.25%

**Min.** SDG 70 (USD35 )

Outwards-Non-Customers: 2%

Min. SDG 90 (USD 45)

Plus swift charges USD 35. (For all outward TTS)

• **NB:** Small remittances to Kenya up to USD 750= (KES 50,000=) commission USD \$20= or KES 1,500=

### Internal accounts transfers within the same branch

• Between local currency accounts - SDG 6 (\$3.0)

#### 5) STANDING ORDERS.

• Set-up: SDG 30 (\$15.0)

• Amendment: SDG 15 (\$7.0)

Processing to KCB(S) Branches: SDG 15 (\$7.0)

To other Banks: 1% Min SDG 30 (\$15.0) Max 500 plus BOSS charges

• Stop payment: SDG 40 (\$20.0) per item

• Cancellation SDG 14 (\$7.0)

### 6) SALARY PROCESSING

SDG 14 (\$7.0) per entry in-house.

### 7) WESTERN UNION MONEY TRANSFER

TBA when in operation

- v. Account Closure SDG 30 (\$15.0)
- vi. Certificate of balance SDG 30 (\$15.0)

## 9) FOREIGN CURRENCY ACCOUNTS

## a. Opening Balance

i. Personal

- USD 200

ii. Business

- USD 500

## b. Ledger Fees

i. USD 2 per entry, min. \$ 20 per month

## c. Closing account

i. USD 20 plus ledger Fees

## 10) Term deposit Accounts- local currency

Rates to be advised when applicable

### 11) Foreign Currency term Deposit Accounts

Rates to be advised when applicable and appropriate

## 12) Trade finance / Corporate /treasury Services

Letters of credit:				
Import letters of credit:	Sudan	Future amendments/Review		
Issuance	2.0% per Qtr	-		
Usance	2.0% per Qtr			
Retirements	1.0%			
Amendments	SDG 60 (\$ 30)			
Export letters of credit:				
Advising	SDG 160 (\$ 80) non			
	customers SDG 80 (\$ 40) customers	·		
Confirmation	2% non customers			
	2% customers (min SDG 400 (\$200)			
Discounting	2%			
<u>Documentary</u> <u>Collections</u>	Retirement 1.0% Min SDG 100 (\$50) Max SDG 800 (\$400) Non customer 1.5%			
Release commission	SDG 60(\$ 30) non customer SDG 75=			
Past due commission	After due date SDG 60(\$ 30) non customer SDG 75=			
Swift charges	SDG 180(\$90) non customer SDG 210=			

15) Safe custody	reviews 2% p.a Temporary facilities 3% p.a Small item SDG 100 (\$50) Large item SDG 200 (\$ 100) half yearly	
16) Bills Discount:		
Sight Bills	Discount for 2 days at current interest. rate min SDG 30 (\$ 15)	
usance	Discount to due date at current interest rate min SDG 30 (\$15)	·
Sight	Discount 14 days transit period at current interest rate min SDG30 (\$15)	·

KCB BANK ACCOUNTS - SDG	0 to under 5,000	5,000 and above	
	0.00% p.a.	0.75% p.a.	
KCB BANK ACCOUNT FCY - USD	0 to under 2,000	2,000 and above	
		3 months libor rate -	
	1	1.5% Currently	
	0.00% p.a.	0.50% p.a.	
KCB BANK ACCOUNT FCY - GBP	0 to under 2,000	2,000 and above	
÷		3 months libor rate –	
	0.00% p.a.	2% currently 0.5 %	
		p.a.	
KCB BANK ACCOUNT FCY - EUR	0 to under 2,000	2,000 and above	
		3 months libor rate -	
	0.00% p.a.	2% currently 0.5 %	
		p.a.	
KCB SIMBA SAVINGS ACCOUNT - SDG	All balances		
	2.00% p.a. on monthly minimum balances		
	applied once a year		
KCB SIMBA SAVINGS ACCOUNT FCY – USD	All balances		
	3 months libor rate -1.5 % currently 0.5%		
KCB SIMBA SAVINGS ACCOUNT FCY – GBP	All balances		
	3 months libor rate – 2 % currently 0.5%		
KCB SIMBA SAVINGS ACCOUNT FCY – EUR	All balances		
	3 months libor rate - 2 % currently 0.5%		