



TENDER NO. TCML/MGD/2019/16

**TENDER FOR THE PROPOSED CONSTRUCTION
OF 2X2M BOX CULVERT AT KONZA - KAJIADO
RAILWAY SECTION**

JULY, 2019

CLIENT:

TATA CHEMICALS MAGADI LIMITED
P.O. BOX 1-00205
MAGADI

THE HEAD OF PROCUREMENT

TATA CHEMICALS MAGADI LTD.
P.O. BOX 1-00205
NAIROBI



About Tata Chemicals Magadi

Tata Chemicals Magadi Limited (TCML) occupies a significant place in the African economy. It is Africa's largest soda ash manufacturer and one of Kenya's leading exporters. Just as significant, the company is an important part of the socio-economic fabric of the Lake Magadi region in Kenya, where its soda ash facility is based.

Formerly known as Magadi Soda Company, TCML has been a part of Tata Chemicals since 2005. Tata Chemicals Limited (TCL), part of the global Tata group, is one of the world's leading chemical companies, with a widespread portfolio of household products, industrial chemicals and agricultural inputs. TCL's operations are located in the US, the UK, Kenya and India.

Established in 1911, Tata Chemicals Magadi Limited has been producing soda ash at Lake Magadi for over a hundred years. The site is situated 120kms south west of Nairobi. Here, the company recovers Trona (a naturally occurring mineral that contains sodium compounds) from one of the purest surface deposits in the base of the Rift Valley at Lake Magadi. TCML converts Trona into soda ash, which is transported by rail to the Port of Mombasa for onward shipping to the markets.

Soda ash is an essential constituent in the manufacture of glass and the production of detergents and industrial chemicals. Over 95 per cent of the company product is exported to its principal markets of South East Asia, Indian sub-continent, Africa and the Middle East through the Mombasa port.

Construction of Box Culverts at Magadi - Konza Railway section.

TATA Chemicals runs the Magadi - Konza Railway section and intends to refurbish the culverts along the line. At present Km 37 has a girder bridge whose concrete piers are failing and any heavy rainfall is likely to cause it to deteriorate further. Km 133 and 138 tend to have water overflowing over the railway line which is likely to cause a wash away.

The intentions of this tender is to replace km 37 girder bridge with a box culvert and install pipe culverts at km 133 and 138. The installation of the culverts will ensure safety of trains.

SCOPE OF WORK

The scope of works shall be as described in the BoQ and tender document.

QUALIFICATION FOR TENDERING

1.1. Mandatory Requirements

The following must be submitted together with bid:

- i) **Certified** copy of Certificate of incorporation
- ii) Copy of Registration certificate for National Construction Authority (NCA) in category **NCA 4 or 5**
- iii) Copy of Valid Tax Compliance Certificate
- iv) **Certified** copy of **Current** Single business permit
- v) **WIBA** Compliant, and show proof.

NB: Failure to meet the MANDATORY requirements, the bid will be DISQUALIFIED and no further evaluation will be done.

1.2 Other Requirements

The Bidder shall submit information which will enable the technical team to evaluate their capability to undertake the works. For the purpose of these works, it is required that the firms should provide the following:-

- i) Similar previous experience
- ii) Equipment holding attach proof and lease agreements; any of the two.
- iii) Professional and technical staff (attach CV's, testimonials & Certificates.
- iv) Financial Status
- v) Completion period (attach detailed work Schedule)

All information in the attached forms should be provided in full and failure to do so will constitute grounds for disqualification.

There shall be a mandatory pre-tender site visit as specified in the table below:

Date	12 th JULY 2019
Time	10.00 a.m

Venue	LAKE MAGADI STATION RTC OFFICES
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No.	Description	Max. Point	Points Awarded
1	Mandatory Requirements		YES/NO
1.1	Certified copy of Certificate of Incorporation		YES/NO
1.2	Copy of Registration certificate for National Construction Authority (NCA) in category NCA 4, 5& 6		YES/NO
1.3	Copy of Valid Tax Compliance Certificate (To be checked online through KRA portal)		YES/NO
1.4	Financial Status; current Audited financials for the last 3 years		YES/NO
1.5	WIBA Compliant ; and show proof.		YES/NO
2	Key Staff Qualifications :20 Points		
2.1	Attach CV's of Key staff signed by the proposed staff to the job and endorsed by Key Management representative: a.) Foreman, b.) Civil Engineer c.) fabricators and Welders d.) Mason.	20	
3	Experience of the Firm : 30 Points		
3.1	Attach proof/evidence i.e. LPO's, Completion letters of three (3) similar works undertaken of the same value for the last 3 years. Each work carries 10mks.	30	
4	Completion Period : 20 Points		
4.1	Completion Period. The contractor to come up with a detailed; a.) Work Schedule/Programme) - 5 marks and b.) Comprehensive Work Methodology - 15 marks	20	
5	Current audited financial statement for the last 3 years	10	
	GRAND TOTAL	80	
	Ratings		

Note;

1. All bidders must provide above information together with their bids.
2. A bidder must score a minimum of Seventy (70%) points at the Technical Stage to qualify for Financial Evaluation.
3. Bidders shall arrange for their own means of transport from Kajiado town back to their respective places. *N.B. All Bidders will be required to assemble in Magadi by 10.00am before the journey to Kajiado-Konza by means provided by TCML.*

The bidders must submit the Technical and The Financial proposals separately.

A. TECHNICAL PROPOSAL -

Two copies in sealed envelopes clearly marked “**TECHNICAL PROPOSAL FOR TENDER NO: TCML/MGD/2019/16 -Tender for THE PROPOSED CONSTRUCTION OF 2X2M BOX CULVERT AT KONZA - KAJIADO RAILWAY SECTION (PHASE TWO) ”** One copy marked as “**ORIGINAL**” and One other copy marked as “**COPY**”. All to be finally put in one sealed envelope. (The firms will ensure that there is no reference at all on their financial proposal within the technical proposal envelope)

B. FINANCIAL PROPOSAL -

Two copies in sealed envelopes clearly marked “**FINANCIAL PROPOSAL FOR TENDER NO: TCML/MGD/2019/16 -Tender for THE PROPOSED CONSTRUCTION OF 2X2M BOX CULVERT AT KONZ - KAJIADO RAILWAY SECTION (PHASE TWO) ”** One copy marked as “**ORIGINAL**” and One other copy marked as “**COPY**”. All to be finally put in one sealed envelope (The financial proposal shall include all taxes applicable).

Addressed to:

**The Head of Procurement,
TATA Chemicals Magadi Limited,
P.O. Box 1-00205,
MAGADI.**

The same will be deposited in the tender box situated in Administration Block, Magadi OR Collection Centre, at Enterprise Road - Avon house, Industrial area so as to reach him/her on or before **5.00 p.m. on 19TH JULY, 2019.**

The Management reserves the right to accept or reject any bids and does not bind itself to any reasons for doing so.

CONTRACTOR CAPACITY

PLANT AND EQUIPMENT TO BE DEPLOYED TO THE WORKS

Item	Plant/Equipment	Registration No.	Ownership Status (tick)	
			Owned	Hired

TECHNICAL STAFF TO BE DEPLOYED TO THE WORKS

ITEM	NAME	ACADEMIC & TECHNICAL QUALIFICATIONS (Attach documents)

SPECIFICATIONS

Technical Specifications for the works shall be “General Civil Engineering Specifications” The said Technical Specifications can be obtained from the Client’s Office at Lake Magadi

These Specifications shall be read together with the “Special Specification from the Employer” appended hereafter.

Specifications contained in the Special Specification shall be deemed to prevail in the event of any contradiction with the general technical specifications.

SPECIAL SPECIFICATIONS

1) Location of Works and Access to Site

The works to be undertaken within this contract is located at Km 37 along Konza - Kajiado Railway Section and the rest of the culverts shall be shown during site visit.

2) Scope and nature of Works

As attached in the BoQ and Tender document

3) Work Procedure

- i. The Contractor should submit a detailed program of works to the Engineer before commencement of the works.
- ii. For any shift working the contractor must ensure there is adequate professional supervision that will guarantee quality workmanship and safety of personnel.

4) Price, Measurement

- i. The Contractor rates are assumed to cover all preliminaries anticipated in the works including provision for client’s safety requirements, site offices, workmen accommodation & transport and insurance cover. In fixing his rates, the contractor may wish to take note of a 3% withholding tax chargeable on each invoice submitted.
- ii. The rates quoted by the contractor shall be deemed to cover all costs of works as specified and/or as shown on the drawings, including the cost of delivery to site or other agreed place(s) and making good the site after the works.
- iii. Prices shall include for erection, labour, scaffolding and other erection equipment/plant necessary and covering the cost of additional requirements to properly execute the works to the satisfaction of the client.

5) Assessment of Contractors Personnel

- i. The Engineer will require the Contractor to submit a list of professional and sub-professional personnel to be employed on the site, stating their qualifications and experience. The Contractor shall notify the Engineer at least 14 days in advance on any key personnel transfer or replacement. No transfer of staff shall be effected unless the Engineer grants permission in writing authorizing such transfers or replacement.
- ii. The Engineer reserves the right to determine suitability of persons employed by the Contractor and may request replacement at any time of any members of Contractor’s team if in the opinion of the Engineer; the presence of such a person is detrimental to the execution of the Contract. The Engineer shall give written notice to the Contractor stating his reasons substantiating the request for removal of such persons. The Engineer’s decision shall be final and binding.

6) Plant and Equipment

If in the opinion of the Engineer the plant or equipment used by the Contractor for any specific item of work does not fulfill the requirements of the specification, in respect of workmanship, quality and safety of structures, such item of plant shall be replaced with the same or equivalent item to the satisfaction of the Engineer. No extra payment shall be made in respect of such replacement.

7) Notice of Operations

The Contractor shall from time to time supply to the Engineer in writing full information with respect to locations in which any material for the work is being prepared. Such general notices will enable arrangements for checking the works.

8) Working Hours

At the commencement of the Contract, the Contractor shall submit to the Engineer in writing the hours that shall be considered normal working hours. When approved, the working hours shall be maintained throughout the continuance of the Contract. Where the Contractor wishes to work outside these hours, he shall obtain written permission from the Engineer at least 24 hours in advance to enable the Engineer make a provision for proper inspection of the works.

9) Faulty Works

Any work that fails to comply with the specifications shall be rejected and the Contractor will at his expense make good any default as directed by and to the satisfaction of the Engineer.

10) Communication

- i. All instructions and communications relating to this contract shall flow from the Employer or a person to whom the Employer delegates the authority to issue such communication. Instruction given by the Employer shall be in writing, provided that if for any reason the Employer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Employer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Employer any oral instruction of the Employer and such confirmation is not contradicted in writing within 7 days by the Employer, it shall be deemed to be an instruction of the Employer.
- ii. All communication to the Contractor will be directly to the Contractor or through a nominated contact person(s). The name(s) of the contact person(s) should be advised prior to awarding of the contract.
 - The Contractor's nominated person must be capable of communicating in both English and Kiswahili languages
 - There will be regular meetings between both parties to review the progress of the contract and address all issues outstanding. Each meeting must be properly documented in writing and circulated to both parties.
 - Inspection of the works/services being provided will be undertaken by the Employer in the presence of the Contractor at a time mutually agreed.

11) Payment Terms

- i. The basis for actual payment of any item shall be measured quantity of work actually done multiplied with the rate for the said item. Any variation from the original quantity on which the quotation was made which results in either an increase or decrease in the measured quantity of work as completed shall cause appropriate additions or deductions to the quotation.

- ii. Any written instructions from the Engineer that may result in additional work over and above that for which the Contractor quoted will be considered as extras and shall be paid for on the basis of measured additional quantity based on the prevail contract rate.
- iii. The Contractor shall be paid the agreed sum for services rendered provided the services have been completed to the satisfaction of the Employer. No payment will be made if the work has not been completed to the agreed standards.
- iv. The Contractor must submit his/her invoice against which the Employer shall effect payment. Payment will be made within thirty (30) days from the date of the invoice.
- v. No advance payment will be made and payment will only against an invoice submitted by the contractor on the basis of an agreed and signed payment certificate for work satisfactorily completed.

PREAMBLE TO BILLS OF QUANTITIES

1. The Contractor is required to check the numbers of the pages and should any be found to be missing or in duplicate or the figures or writing indistinct he must inform the Engineer at once and have the same rectified. Should the Contractor be in doubt about the precise meaning of any item, word or figure, for any reason whatsoever, or observe any apparent omission of words or figures, he must inform the Engineer in order that the correct meaning may be decided upon before the date for the submission of the Tender.
2. No liability whatever will be admitted nor claim allowed in respect of errors in the Contractor's Tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.
3. These Bills are to be read and priced in conjunction with the Conditions of Contract, the Specification, the Drawings and Schedules.
4. The quantities set forth in the Bills of Quantities are believed to be approximately correct, and to represent substantially the work to be carried out, and are given for the purpose of enabling the Employer to compare Tenders on an equal basis.
5. The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed, and the Engineer will re-measure the whole of the works executed in accordance with this contract.
6. The prices and rates inserted in the Bills of Quantities are to be the full inclusive values of the work described under the items, including all costs and expenses which may be required in and for the construction of the work described, together with any temporary works and installations which may be necessary, and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.
7. The brief description of the items given in the Bills of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the details descriptions given in the Conditions of Contract and Specification. When pricing items, reference is to be made to the Conditions of Contract, and Specifications for the full directions and description of work and materials.
8. A price or rate is to be inserted, in ink, against each item in the Bills of Quantities and Schedule of materials, whether quantities are stated or not, and if the Tender includes the cost of a particular item elsewhere in his rates or prices, he shall insert the word "Nil" against both the rate and extensions of that particular item. Should the Tenderer omit to price an item, then it will be assumed that he has included the cost of the item elsewhere in his rates or prices.
9. No alteration shall be made to the Bills of Quantities or Schedule of materials and no extra item shall be inserted. The Tenderer shall satisfy himself that the Tender sum arrived at by pricing and quantities and items given is sufficient compensation for constructing and maintaining the whole of the works in accordance with these contract documents.
10. The Bills of Quantities have been prepared generally in accordance with the Standard Method and Measurement - Institution of Civil Engineers (U.K) Variations have been made in some cases to suit local practice.
11. All quantities are measured net (unless otherwise stated) in accordance with the Drawings and no allowance has been made for cutting or waste. The Tenderer must allow in his rates accordingly.

12. Where other Contractors engaged by the employer are working in the same area, the Contractor shall give way and clearance as required and shall programme his work to give a minimum of interference to other contractors. Under these conditions the Contractor must ensure that such back-filling and surplus soil as he is responsible for are kept rigidly separate from that of other Contractors also employed. The prices and rates given must include for compliance with this requirement.
13. The Contractor must note that materials should be ordered for the Contract from the working Drawings, checked where necessary from Site measurements. They may not be ordered from either the Bills of Quantities or the Tender Drawings. The contractor is solely responsible for accurate ordering of materials in accordance with the Drawings and no claim for any loss or expense will be entertained for orders for materials based upon the Bills of Quantities.
14. Metrication - All quantities are given in Metric Dimensions. However, where the changeover of production sizes has not yet taken place the Contractor may use equivalent goods manufactured to Imperial Dimensions at no extra cost to the Employer.
15. The Bills of quantities must be priced in Kenya currency, i.e. Shillings and Cents. All items in the Bills of Quantities MUST be priced and entered in "INK" against each item of work given. The word "NIL" is to be entered if no rate is required. Items not priced will be deemed to be included in other rates.
16. Definition of Abbreviation

Abbreviations used in the Bills of Quantities shall be interpreted as follows :-

"BS"	Shall mean	the current British Standard Specification published by the British Standards Institution
"No."	shall mean	number
"Ditto"	shall mean	the whole of the preceding description except as qualified in the section in which it occurs. Where it occurs in brackets it shall mean the whole of the preceding description which is contained within the appropriate brackets
"mm"	shall mean	millimeter
"LM."	shall mean	linear metre
"SM"	shall mean	square metre
"CM"	shall mean	cubic metre
"n.l.t"	shall mean	not less than
"n.e."	shall mean	not exceeding
"Kg"	shall mean	kilogramme
"ha"	shall mean	hectare
"EO"	shall mean	extra over