



TATA CHEMICALS MAGADI



TENDER NO. TCML/MGD/2019/1

**TENDER FOR ARCHITECTURAL DESIGN,
STRUCTURAL DESIGN AND DETAILING OF
PROPOSED RESIDENTIAL UNITS OF GROUND
FLOOR PLUS TWO FLOORS STAFF HOUSING**

JANUARY, 2019

OK
[Signature]

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


TATA CHEMICALS MAGADI

1.0: General Information

Tata Chemicals Magadi Limited (TCML) is Africa's largest natural Soda Ash manufacturer. The site is situated 120kms South West of Nairobi at Lake Magadi, having branches in Kajiado and Mombasa.

We, **Tata Chemicals Magadi Ltd** are planning to construct residential units for our staff. We need to hire the services of a competent agency for the Architectural design, Structure design and detailing of the building.

The successful agency that is selected to perform the design and its affiliates will not be eligible to bid for the construction phase

I. FORM OF CONTRACT

THIS CONTRACT (hereinafter called the "Contract") is made the _____ day of _____ 2019, between, **TATA CHEMICALS MAGADI LTD.** of P. O. Box 1 Magadi (hereinafter called the "Client") on the one hand, and
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Of Post Office Box (Hereinafter called the "Consultants") on the other hand.

WHEREAS:

- a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract (hereinafter called the "Services");
- b) the Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The General Conditions of Contract;
- b) The Special Conditions of Contract;
- c) The following Appendices:

Appendix A: Term of Reference (TOR)

Appendix B: Reporting Requirement - Not used

Appendix C: Key Personnel and Sub-consultants - Form PQ-3

Appendix D: Breakdown of Contract Price in Foreign Currency - Not used

Appendix E: Breakdown of Contract Price in Local Currency - Not used

Appendix F: Services and Facilities provided by the Client - Not used

Appendix G: Bank Guarantee Advance Payment Form - Not used

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.



TATA CHEMICALS MAGADI

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

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

Signed for and on behalf of)
TATA CHEMICALS MAGADI LIMITED)

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In the presence of:)

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Signed by the said

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In the presence of:)

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II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

- 1.1. Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country (or in such other country as may be specified in the Special Conditions of Contract(SC), as they may be issued and in force from time to time;
 - b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
 - c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
 - d) "foreign currency" means any currency other than the currency of the Government;
 - e) "GC" means these General Conditions of Contract;
 - f) "Government" means the Government of the Client's country;
 - g) "local currency" means the currency of the Government;
 - h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract;
 - i) "Party" means the Client or the Consultants, as the case may be, and "Parties " means both of them;
 - j) "Personnel" means persons hired by the Consultants or by any sub - consultant as employees and assigned to the performance of the Services or any part thereof;
 - k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
 - l) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and
 - m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- 1.2. Law** This Contract, its meaning and interpretation, and the relation between the
- Governing** Parties shall be governed by the Applicable Law.
- the Contract**
- 1.3. Language** This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4. Notice** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail, telex, telegram, or facsimile to such Party at the address specified in the SC.



- 1.5. Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 1.6. Authorised** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.
- 1.7. Taxes and Duties** Unless otherwise specified in the SC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Application Law.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

- 2.1. Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or from the time when the Consultant shall have began to perform for the Client any of the services specified in this Contract, whichever is the earlier.
- 2.2. Commencement of Services** The Consultants shall begin carrying out the Services seven(7) days after the date the Contract becomes effective, or at such other earlier date as may be instructed by the Client
- 2.3. Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate when the Consultant shall make and issue the certificate authorising the final payment for the construction of the works including all authorised claims, or after the completion of any works expressly carried out to meet with the construction contract clauses concerning retention monies, whichever is later.
- 2.4. Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the parties. Any alterations or modification to design, specification drawing or other documents prepared in whole or in part by the Consultant by reason of instruction received by the Consultant from the Client, or by reason of circumstances which could not reasonably have been foreseen, shall be the subject of additional payments computed on a basis agreed upon between the Parties together with any appropriate reimbursements.
- 2.5. Force Majeure**
- 2.5.1. Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2. No Breach of Contract** The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3. Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination**2.6.1. By the Client**

The Client may terminate this Contract, by not less than thirty(30) days, written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (d):

- a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b) if the Consultants become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Client, in its sole discretion, decides to terminate this Contract,

2.6.2. By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- b) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependants.

3. OBLIGATIONS OF THE CONSULTANTS

3.1. General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2. Conflict of Interests

3.2.1. Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2. Consultants and Affiliates Not to Be Otherwise Interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3. Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3. Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4. Consultant's Liability

- a) Where bad or faulty design, documentation or poor administration of a construction contract results in increased costs to the Client, or where costs have increased without the Client having been informed and having so authorised, the Client may claim against the Consultant for such increased costs, unless substantiable reasons for the increases are given.
- b) The Client may at any time request the production or proof of a professional indemnity insurance cover by the Consultant.

3.5. Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"),
- c) Implementing any variations in the scope of Services to be provided under this Contract, and instructing any variations to works of Construction being supervised under this Contract.

3.6. Reporting Obligations The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7. Documents Prepared by the Consultants to Be the Property of the Client. All plans, drawings, specifications, bills of quantities, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

4. CONSULTANTS' PERSONNEL

4.1. Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2. Removal and/or Replacement of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1. Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.2. Services and Facilities The Client shall make available to the Consultants the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANTS

6.1. Remuneration The Consultant's total remuneration shall not exceed the Contract Price and shall be paid in accordance with Clause 6.4. Except as provided in Clause 5.1, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2. Contract Price The Contract price shall comprise of:

- a) A fixed lump sum payment as detailed in Appendix E. The sum includes all staff costs, sub-consultants costs, printing costs, communications, travel, accommodation and the like.
- b) The said contract price includes Reimbursable which shall include the following:



TATA CHEMICALS MAGADI

- i. expenses incurred in respect of reproduction of the construction contract documents for tendering purposes and for the construction contract administration during continuance of the contract,
 - ii. charges incurred on local authority statutory approval fees or other similar charges, and
 - iii. any other payments made on behalf and with the approval of the Client.
- c) After approval and form signing of the contract there shall be no increase to the contract sum(s) otherwise approved by the Client. All payments shall be in local currency.

6.3. Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4., a breakdown of the lump sum price is provided in Appendices D and E.

6.4. Terms and Conditions of Payment

Bidders shall propose their terms and this will be negotiated upon contract offer

6.5. Amicable Settlement

SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6.6. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such Amicable Settlement may be settled by arbitration in accordance with the Arbitration Act, 1995 of the Laws of Kenya.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause*	Amendments of, and Supplements to, Clause in the General Conditions of Contract
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1.1(a)	The words "in the Government's country" are amended to read "in Kenya".
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1.1(h)	The Member in Charge is
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1.3	The language is English.
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1.4	The addresses are:
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For the Client:	TATA CHEMICALS MAGADI LTD. P.O. BOX 1 - 00205 MAGADI.
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Attention:	HEAD OF PROCUREMENT
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For the Consultants:
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P O BOX
---------	-------

Attention:
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Telephone:
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Fax:
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E-mail
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1.6	The Authorized Representatives are:
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For the Client:	1)
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2)	
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For the Consultants:	1)
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2)	
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1.7	Except VAT all other applicable taxes are deemed to have been included in the contract price.
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1.8	The qualification and competency of the Key Personnel relevant to the project must be supported by current practicing and registration certificate from the relevant professional bodies. The Client has the right to request replacement/removal of individual personnel or any member of the consortium without necessary giving explanations for the action.
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1.9	Payment of fees shall be in accordance to the following schedule Fifty (40) percent of the fee amount shall be paid upon submission and acceptance of the Detailed Design and Tender Documentation. Ten (10) percent of the fee amount shall be paid upon Invitation to Bidders, Tender Evaluation and Recommendation. Forty-five (45) percent of the fee amount shall be paid pro-rata with construction progress, with the final instalment payable on issuance of the Final Payment Certificate to the Contractor Five (5) percent of the fee amount shall be paid upon submission of the Final Account.
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Reimbursable fees are already taken care off in the detailed fee schedule hence not applicable.



IV. ADVERTISEMENT FOR TENDER FOR ARCHITECTURAL DESIGN, STRUCTURAL DESIGN AND DETAILING OF THE PROPOSED GROUND FLOOR PLUS TWO FLOORS STAFF HOUSING

QUALIFICATION FOR TENDERING

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 2,3 OR 4
- iii) Copy of Valid Tax Compliance Certificate
- iv) **Certified** copy of **Current** Single business permit
- v) **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
- iii) Professional and technical staff (attach CV's and Practicing license)
- iv) Current work load
- v) Litigation history (Current Sworn Affidavit - if any)

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 February 2019
Time	11.00 am
Venue	Lake Magadi

NOTE: Every bidder shall be represented by one person bearing a letter from the company participating in tendering.

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/2019/1 -Tender for THE PROPOSED ARCHITECTURAL DESIGN, STRUCTURAL DESIGN AND DETAILING OF GROUND FLOOR PLUS TWO FLOORS STAFF HOUSING ” 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/2019/1 -Tender for THE PROPOSED ARCHITECTURAL DESIGN, STRUCTURAL DESIGN AND DETAILING OF GROUND FLOOR PLUS TWO FLOORS STAFF HOUSING ” 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, and Enterprise Road – Avon house, Industrial area so as to reach him/her on or before **10.00 a.m. on 28TH FEB, 2019.**

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

V. ARCHITECTURAL DESIGN, STRUCTURAL DESIGN AND DETAILING OF PROPOSED GROUND FLOOR PLUS TWO FLOORS STAFF HOUSING

EVALUATION CRITERIA

- i) Refer to Appendix
- ii) To qualify for financial evaluation of tender documents a firm must score 85 and above.
- iii) Tata Chemicals Magadi reserves the right to verify the authenticity of the information provided including the firms' premises and projects undertaken.

VI. PHYSICAL DETAILS OF CONSULTANCY FIRMS

All involved firms in the consortium are requested to give the following particulars:

CONSULTANCY FIRM:

Name of the firm

Address

Physical location Telephone

Fax

E-mail

ANY OTHER RELEVANT CONSULTANTS

Give details as previously.

Consortia should include individual professionals as Architects, QS, Structural Engineer, Civil Engineer, Mechanical Engineer, Electrical Engineer and Environmental Impact Assessors,

VII. DETAILS OF PROJECTS UNDERTAKEN

All firms to give information on the projects they have undertaken as below:-

- i) Project Name, Location and Contact Addresses of clients, including telephone and postal addresses etc.
- ii) Evidence of award
- iii) Scope of Projects
- iv) Current status of the project
- v) Any additional information

All individual consultants to give information on the projects they have undertaken as below:-

- i) Project Name, Location and Contact Addresses of clients, including telephone and postal addresses etc.
- ii) Evidence of award
- iii) Scope of Projects
- iv) Current status of the project
- v) Any additional information the consultant wishes to provide

VIII. STAFF

The bidding firms are to give their staff composition, their qualifications and experience. The principal partners are required to submit signed Curriculum Vitae. And a commitment by the firm, that the Key personnel whose CVs have been provided will be the actual staff employed on the job.

IX. EQUIPMENT

The bidding firms are required to provide lists of equipment and give a brief description of their use and performance.

X. BUSINESS QUESTIONNAIRE

The Bidding Firms should provide Personal Identification Numbers (PIN) and Value Added Tax (VAT) registration certificates. It is also expected that bidding firms will submit latest audited accounts. The Business Questionnaire form S33, be duly filled.

XI. AUTHENTICITY OF DOCUMENTS

Key documents such as licences and certificate copies shall be certified true copies.



CONDITIONS OF TENDER AND INSTRUCTION TO TENDERS

1 INSTRUCTIONS TO TENDERS

- a) The tender validity period shall be sixty (60) days from the tender opening date with an option of extension by further thirty (30) days from expiry of tender validity period.
- b) The Employer is not bound to accept any tender and can nullify the whole tender and call fresh tenders. Until and unless a written acceptance or a formal agreement is signed, this tender does not form a binding contract between the tenderer and the Employer.
- c) Tenderer shall satisfy himself before submitting his tender as to the nature of the ground, the subsoil, the topography of the site, the means of access to site, the accommodation as to risks, contingencies and other circumstances which may influence or affect the sufficiency of their tenders. Tenderers **MUST** visit the site or cause it to be visited by a competent and reliable representative in order to obtain information that may be necessary for preparing a bid and enter into contract. Whilst satisfying that condition the tenderer shall be responsible for his traveling and accommodation arrangements.
- d) Any failure by the tenderer to obtain all necessary information for the purposes of making his tender or fixing the several rates of prices therein shall not relieve him from any risks or liabilities in connection with or for the fulfillment of the contract.
- e) The Consultant **MUST** understand and shall comply with the Employer's site rules and statutory requirements on Safety, Health and Environmental (SHE). The Employer reserves the right to enforce this requirement.
- f) If it is found on examination of a tender that there is a discrepancy between the tender Sum and the amount arrived at by the valuing the quantities at the rates or prices set against them by the tenderer, then the Tender Sum shall remain unaltered. The necessary corrections to adjust the revised total to correspond with the Tender Sum shall be made by means of a compensating percentage increase or decrease. Any such percentage increase or decrease shall apply to all rates in the Bills of Quantities excluding Contingency, Prime Cost and Provisional Sums. This percentage correction factor will be applied to rates for work measured in Certificate valuations and the measurement of variations when preparing the final account.
- g) Should the tenderer notice any discrepancy or conflict between any of the Tender Documents he must inform the Employer, in writing prior to the date of submission of the tenders. Should any discrepancy or conflict between sections of the Tender Documents continue to exist without notice by either party after signing of the contract, then the Employer will give his ruling in writing indicating the overriding clause or section.
- h) Any recipient of the documents for the proposed Contract for the purpose of submitting a tender (whether he submits a tender or not) shall treat the details of this document as "Private and Confidential".
- i) In no case shall the expenses incurred during the preparation of the tender be reimbursed to the tenderer.
- j) The tenders shall be submitted in 2 plain sealed opaque envelopes shall be marked as follows and specifically as instructed above on labeling.
 - A. TECHNICAL PROPOSAL –
(The firms will ensure that there is no reference at all on their financial proposal within the technical proposal envelope ')
 - B. FINANCIAL PROPOSAL
(The financial proposal shall include all taxes applicable)

THE PROPOSED

THE HEAD OF PROCUREMENT
TATA CHEMICALS MAGADI LIMITED
P O Box 1 - 00205
MAGADI

- k) Tenderers will not be permitted to alter their bids after they have been opened and only those clarifications which will not change the substance of the tenders will be permitted.
- l) On receipt of the written notification that his tender has been accepted the successful tenderer shall make all the necessary preparations for commencing work pending execution of the formal agreement.
- m) Any tender may be disqualified if it is not complete and accompanied by all the items required to be submitted with the bid in compliance with these Instructions to Tenders.

FORM PQ 1 PRE-QUALIFICATION DOCUMENTATION

All firms MUST provide:

- a) Copies of Certificate of Registration/Incorporation.
- b) Copies of V.A.T and PIN Certificate(s)
- c) Valid Tax compliance Certificate from Kenya Revenue Authority.
- d) Valid certificates of completion for completed projects/contracts from at least two major clients.

NOTE: (A) All the above information must be provided, failure to which will lead to automatic disqualification from evaluation for pre-qualification.

(B) All the information must be valid, accurate and detailed. The Hospital reserves the right to verify the validity and accuracy of the information provided by the bidders.

FORM PQ-2 PRE-QUALIFICATION DATA

1. Legal name of firm.....
 Post office address.....
 Street and Address.....
 City.....
 Country.....
 Mobile No.....
 Email address (es)
 Person to contact.....
 Title.....
2. Organization & Business Information.....
 Management Personnel.....
 Director.....
 General Manager.....
 Other.....
 Partnership (if applicable).....
 Names of Partners.....
3. Business founded or incorporated.....
4. Under present management since.....

FORM PQ-3

KEY PERSONNEL

Name.....

Age.....

Academic Qualification.....

Professional Qualification.....

Professional experience

a) Name of Client/Customer.....

b) Character and nature of Contract.....

c) Contract value.....

d) Location of Contract.....

e) Period of Contract.....

f) Title and responsibility in Contract.....

.....

g) Other.....

Proposed Technical Personnel

a)

b)

c)

d)

e)

f)

Proposed position in this project if contract is awarded.....

FORM PQ-5

PAST EXPERIENCE

NAMES OF THE APPLICANTS CLIENTS IN THE CONTRACT/ORDERS.

NAMES OF APPLICANTS OTHER CLIENTS AND VALUES OF CONTRACT/ORDERS

1.
 - i) Name of client (Organization).....
 - ii) Address of Client (Organization).....
 - iii) Name of contact person at the client (Organization).....
 - iv) Mobile No. of Client..... Email
 - v) Value of contract.....
 - vi) Duration of contract (date).....

2. Name of 2nd client (Organization)
- (i) Name of client (Organization).....
 - (ii) Address of client (Organization).....
 - (iii) Name of contact person at the client (Organization).....
 - (iv) Mobile No. of Client..... Email
 - (v) Value of contract.....
 - (vi) Duration of contract (Date).....
3. Name of 3rd Client (Organization)
- i) Name of client (Organization).....
 - ii) Address of Client (Organization).....
 - iii) Mobile No. of Client..... Email
 - iv) Name of contact person at the client (Organization).....
 - v) Value of contract.....
 - vi) Duration of contract (Date).....
4. Others.....

NOTE: The projects/contracts/services/works shall all be within the last Five years, for at least 3 clients.

FORM PQ-6 SWORN STATEMENT

Having studied the pre-qualification information for the above project we/I hereby state:

- a. The information furnished in our application is accurate to the best of our knowledge.
- b. That in case of being pre-qualified we acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation on the basis of provisions in the tender or quotation documents to follow.
- c. When the call for Tenders/Quotations is issued the legal technical or financial conditions or the contractual capacity of the firm changes we come ourselves to inform you and acknowledge your right to review the pre-qualification made.
- d. We enclose all the required documents and information required for the pre-qualification evaluation.
- e. The firm has not been debarred from participating in any public procurement by PPOA.
- f. No person related to the firm has any spouse or children working at Magadi Hospital.
- g. The firm has not been engaged in any unethical, corrupt, collusive or fraudulent activities in public procurement matters.
- h. The firm has not been declared bankrupt/insolvent/under receivership.

Date.....

Applicant's Name.....

Address.....

Mobile No.....

Represented by.....

Signature.....

(Full name and designation of the person signing and stamp or seal).

FORM PQ-7 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in part 1 and either part 2 (a) 2 (b) or 2 (c) whichever applies in your type of business.

You are advised that it is a serious offence to give false information on this Form

PART 1 GENERAL

Business Name.....

Location of Business premises.....

Plot No.....Street/Road.....

Postal Address.....Tel No.....Mobile No.....

Nature of business.....

Current Trade License No.....Expiring date.....

Maximum value of business which you can handle at any one time Ksh.....

Name of your bankers.....Branch.....

Functioning e-mail address(es).....

PART 2(A) – Sole Proprietor

Your name in full.....Age.....

Nationality.....Country of origin.....

Citizenship details.....

Part 2 (b) – Partnership:

Name	Nationality	citizenship Details	Shares
1.			
2.			
3.			
3.			
4.			

Part 2 (c) - Registered Company

Private or Public

State the nominal and issue capital of the company

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			
3.			

Date.....Signature & Stamp of

Tenderer.....

If Kenyan Citizen indicate under Citizenship Details whether by Birth, naturalization or Registration

FORM PQ - 8

TENDER QUESTIONNAIRE

Please fill in block letters

1. Full names of tenderer

.....

.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....

3. Mobile numbers

.....

4. Official and working email address (es).

.....

.....

5. Name of tenderers representative to be contacted on matters of the tender during the tender period.

.....

6. Details of tenderers nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, mobile number(s) and email address(es))

.....

Signature and stamp/seal of tenderer

FORM PQ-9

LITIGATION HISTORY

Name of Contractor/Supplier

Contractors/Supplier should provide information on any history litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award for or against	Name of client cause of Litigation and matter in dispute	Disputed Amount (current value, Kshs. Equivalent

ARCHITECTURAL DESIGN, STRUCTURAL DESIGN AND DETAILING OF PROPOSED GROUND FLOOR PLUS TWO FLOORS STAFF HOUSING

DETAILS OF PROJECTS CARRIED OUT BY CONSULTANTS

NO.	ASSIGNMENT NAME & LOCATION	SCOPE OF ASSIGNMENT	START/ EXPECTED COMPLETION DATES	CONSULTANCY VALUE/COST	EVIDENCE <i>(list reference of the evidence document and then attach document)</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

NOTE: Listed jobs without attached documentary evidence will not be considered in the evaluation.

APPENDIX "B"

ARCHITECTURAL DESIGN, STRUCTURAL DESIGN AND DETAILING OF PROPOSED GROUND FLOOR PLUS TWO FLOORS STAFF HOUSING

STAFF COMPOSITION, THEIR QUALIFICATION AND EXPERIENCE FOR THE BIDDING FIRM

ITEM	STAFF DESCRIPTION (NAME&TITLE)	RELEVANT QUALIFICATIONS	RELEVANT EXPERIENCE	PROJECT

NOTE : Qualification and Experience without attached documentary evidence will not be considered during evaluation

APPENDIX A: TERMS OF REFERENCE (TOR): MAGADI STAFF HOUSING DEVELOPMENT

1.0: General Information

Tata Chemicals Magadi Limited (TCML) is Africa's largest natural soda ash manufacturer. The site is situated 120kms South West of Nairobi at Lake Magadi, having branches in Kajiado and Mombasa.

We, **Tata Chemicals Magadi Ltd** are planning to construct residential units for our staff. We need to hire the services of a competent agency for the Architectural design, Structure design and detailing of the building.

The successful agency that is selected to perform the design and its affiliates will not be eligible to bid for the construction phase

2.0 Brief Scope of Works

We have planned to construct three blocks of Ground plus two floors with six flats on each floor. Total 54 units.

Each unit will be a two bedroomed house with a floor area totalling approximately 869 - 961 square feet

The units should have RCC framed structure.

The roof shall be sloping with steel truss.

Provision in design shall be kept for solar panels

Provision in design shall be kept for use of grey water

Preconstruction

Planning, architectural drawings and structure design and detailing. The basic requirements are gathered during site visit.

- a) Planning of the building in line with the functional requirements including utilities.
- b) Site visits only for gathering data from user end or any specific purposes.
- c) Submission of the design basis
- d) Planning and Design of structure considering the existing buildings taking into consideration the existing buildings.
- e) Preparing detailed drawings for construction including civil/architectural drawings, structure drawing, plumbing & Electrical drawings.
- f) Prepare a detailed cost estimate for the project including all packages
- g) Schedule of quantities for tender.
- h) Preparing detailed specifications for each item of the tender
- i) Preparing bid document (tender) including BOQ.
- j) Comparison and evaluation of the Technical Bids
- k) Prepare as built drawings to accommodate site changes when required.
- l) Provide stability certificate for the building.

3.0 Important note

Time is the essence of this assignment and adherence to the schedule is most important. The entire job should be completed as per schedule given below.

- a) Civil (Architectural Drawings) for tender - 3 weeks from PO date.

- b) Schedule of quantities for Tender – 3 weeks from PO date.
- c) Foundation drawings – 6 weeks from PO date.
- d) Detailed civil(Architectural) drawings for construction – 8 weeks from the PO date
- e) Tender Document completed with specs , BOQ , terms and conditions etc – 10 weeks from PO date
- f) RCC details upto and including First floor slab – 8 weeks from PO date.
- g) RCC details upto and including Roof slab – 12 weeks from PO date.
- h) Plumbing and all the remaining details – 14 weeks from the PO date

4.0 SPECIFIC INSTRUCTIONS TO BIDDER

- 1.0 The structure shall be of Reinforced cement concrete with concrete grade M25 and HYSD reinforcement bars shall be used.
- 2.0 The design shall be done as per the prevalent codes for loading, design, detailing etc.
- 3.0 The wind and seismic loads to be considered in design as per the location of plant.
- 4.0 The in house Civil Department in TCML will coordinate this work. The bidder needs to send their representative to the site for gathering specific data required for design or when called by TCML for specific reasons. The travelling charges for the site visit shall be borne by the bidder. The arrangement for the lodging and boarding at Magadi shall be arranged by TCML on chargeable basis.
- 5.0 The stability certificate and the design basis should be submitted in the format required by TCML.
- 6.0 All the drawings to be prepared in AutoCAD latest version.
- 7.0 All the drawings shall be submitted in six copies prints. At the end of the design job one set of all the drawings shall be submitted in tracing paper. Soft copy of all the drawings shall be simultaneously sent by E-Mail.
- 8.0 To submit the hard copy of the manual design calculations if designed manually or soft /hard copy of the input output files of the software used for design. Also submit the hard//soft copy of the files of the software used for analysis.
- 9.0 Minor changes in the building layout/requirements will not call for any extra claims.
- 10.0 Bidder along with his bids shall furnish list of similar works with its value and time duration carried out in other projects.
- 11.0 Bidder shall provide the list of resources available including Manpower (Current CVs), Software's etc.
- 12.0 The Owner does not bind himself to accept the lowest bid and reserves to himself the authority to reject any or all of the bids received without assigning any reason.
- 13.0 All the information provided by TCML shall be kept strictly confidential.
- 14.0 5% Security deposit shall be kept with TCML which shall be released after completion of project.
- 15.0 The bid shall be submitted within 10 days
- 16.0 For clarification of doubts please contact
Jnjau@tatachemicals.com for direction of your questions to the right party.

5.0 Schedule

Sr no	Description	Amount (KSHs)
1.	Architectural Design Proposal and preliminary estimate	
2	Detailed Engineering	
3	Preparation of tender document for the construction phase and tender evaluation	

The quoted rates shall be inclusive of all Taxes and duties

The quoted rates shall be inclusive of all travel, lodging and boarding charges.

NOTE: ALL FINANCIAL INFORMATION WILL BE PROVIDED IN THE FINANCIAL PROPOSAL ENVELOPE AND MAY NOT BE REFRRRED TO IN THE TECHNICAL PROPOSAL DOCUMENT. ANY REFERENCE WILL LEAD TO DISQUALIFICATION

EVALUATION CRITERIA					
Qualification Criteria				Maximum Score	Awarded
Projects undertaken/Past performance and track records	35	Consulting firm's general experience Note (No experience will be considered without documentary evidence)	Project above 50M	5	
			Housing design Projects (5projects Undertaken last 3 years) By the FIRM	25	
			Housing design projects experience by the Firm's consultants (Share consultants experience last 5 years)	5	
	35	Consultants general experience in the construction industry (Must provide documentary evidence of registration and experience)	Reg. Architect	15	
			Reg. Q.S	5	
			Mechanical Engineers	2.5	
			Reg. Electrical Engineer	2.5	
			Reg. Structural Engineer	10	
Registration and Compliance with relevant professional regulatory bodies	13	<ul style="list-style-type: none"> ▪ Business registration with Attorney General ▪ BORAQS registration (Architects & QS's) ▪ Engineer Registration Board ▪ NEMA certification ▪ Any other 		3	
				2.5	
				2.5	
				2.5	
				2.5	
Methodology	17	Detailed work plan including communication plan, risk management, Quality assurance plan among others Completion period		15	
				2	
TOTAL	100			100	

EVALUATOR:	
CONSORTIUM:	
GRAND TOTAL	

The qualification mark is 85 points and above, and only those above 85 will have their financial bids evaluated.