



**TENDER NO. KGN-HYD-023-2017**

**DATE: 26/09/2017**

**KENYA ELECTRICITY GENERATING COMPANY**

**TENDER FOR DESIGN, MANUFACTURE, FACTORY TRAINING AND TESTING, DELIVERY, SUPERVISION OF ASSEMBLY, INSTALLATION, TESTING AND COMMISSIONING OF A 20/25 MVA, 11/143.7 kV, ONAN/ONAF GENERATOR STEP-UP TRANSFORMER FOR MASINGA POWER STATION**

**CLARIFICATION No .2**

In accordance with the Tender for Design, Manufacture, Factory Training and Testing, Delivery, Supervision of Assembly, Installation, Testing and Commissioning of a 20/25 MVA, 11/143.7 kV, ONAN/ONAF Generator Step-Up Transformer for Masinga Power Station, KenGen hereby issues Clarification No.2

**RESPONSE TO REQUEST FOR CLARIFICATION**

<b>Clause/page</b>	<b>Requirement</b>	<b>Clarification /Comment/Deviation</b>	<b>KenGen Comment</b>
Clause number 6.5 and clause number 6.6 Pg 57 of 128	Inter connection cables and cabling accessories are in the scope of bidder	We are offering oil cable routing between accessories associated to transformer and marshalling Box. Any other cable routing and termination is not in our scope of supply.	As per tender requirements.
Clause number 7.6, 7.7,7.8 Pg 58 of 128	core design data requirement	As it is very old manufactured transformer, and also because of design practices changed nowadays, it is not possible to meet the exact design data of core as per the specification requirements. Due to this core design data change will not impact the performance of the transformer. However, we will meet the over dimensions of the existing transformer along with the technical	As per tender requirements

		parameters as stipulated in tender specification.	
Clause number 8.2 Pg 58 of 128	Required impedance at normal tap shall not exceed 12.17% (maximum)	Please confirm which is to be followed	Tap 1 = 13.80 Tap 9 = 13.34 Tap 17 = 13.0
Clause number 9.1, 9.2, 9.7 Pg 58 of 128	Type of Winding and lead routing details	As it is very old manufactured transformer, and also because of design practices changed nowadays, it is not possible to meet the exact type of winding and lead routing as per the specification requirements. Due to this winding type change will not impact the performance of the transformer.	As per tender requirements
Clause number 14.10 Pg 65 of 128	Nebar Brown gasket as per ASTM F104-93 or equivalent international specification	We are offering the gasket specification as per BS - 2751:1990	As per tender requirements
Clause number 15.2 Pg 65 of 128	Fire retardant type paint for transformer interior and external surfaces	Please find the attached painting specifications to meet the requirement. Please give your confirmation on the same.	As per tender requirements. See clarification 1, page 3 of 4 also
Clause number 16.1,16.2,16.3 Pg 66 of 128	Regarding the stand by fans requirement	This clause is not clear to us. We understand that, customer required 100% stand by fans when compared to duty fans. Please confirm. In general, 100% of stand by fans are not required. In general, only one stand by fan provided on each side of total radiators. Please confirm.	Confirmed. 100% stand by cooler (Redundancy). Equal to duty cooler
Clause number 16.9 Pg 66 of 128	Oil flow indicators and oil flow switches	These are not applicable for ONAN/ONAF cooling transformers. Please confirm.	Delete this requirement
Clause number 20 Pg 70 of 128	Transformer shipped with dry nitrogen	For this rating transformers in general we can able to supply with oil transportation in the main tank. This is the most economical option. Please confirm. The remaining oil can be	Replace Yes. The transformer can be transported with oil up to 150mm below the top cover. The remaining space shall be dry

		transported in oil barrels. Please confirm	Nitrogen filled to the same supported by regulated Nitrogen cylinder to maintain it under same positive pressure (0.04 bar during the entire transportation process. New top up and spare oil shall be transported on 210 ltr drums.
Clause number 4.3, 22	Maximum oil temperature rise 50Deg C	Please confirm the final oil and winding rises to consider.	As per requirements in Clause 4.3, page 54 of 128.
Clause number 6.1, 22	No. of tappings steps 16	Please confirm the final tappings steps to consider	As per requirements in clause 6.1, page 55 & 56 of 128
Clause number 22.1	Impedance values at different taps	If the number of tapping steps are 16, please specify the impedance values at different tapping positions	Tap 1 = 13.80 Tap 9 = 13.34 Tap 17 = 13.0
Clause number 25	Transformer online conditioning monitoring	Please confirm the requirement of transformer online conditioning monitoring for this smaller rating transformers.	See revised scope in Addendum 1?
Page 96	Delivery Period, CFR Mombasa port	Question 1: Since the delivery terms is CFR Mombasa port, so the transportation insurance shall be borne by KenGen, not being included in our offer, and KenGen will buy the insurance before our shipment date. pls confirm.  Question 2: Under terms CFR, KenGen will be responsible for customs	<b>This is confirmed</b> , Supplier scope is CFR, Mombasa Port and Supervision services for site works. Insurance, Clearance and on-land local transport shall be borne by KenGen.  Yes ,bidders will be required to provide the required certificates , KenGen shall provide the IDF No in advance

		clearing at Mombasa port, do you need us to provide some certificate required by Kenyan customs, such as goods inspection certificate issued by KEBS? If so, KenGen shall provide IDF No in advance.	
Clause 1.3 / Page 27	The main objective of the project is the Design, Manufacture, Factory Training and Testing, Delivery, Supervision of Assembly, Installation, Testing and Commissioning of a 20/25 MVA,	Question 1: For the work scope of supervision, Whether all works of <u>Assembly, Installation, Testing and Commissioning</u> will be carried out by you or not? If what we do is just providing services of supervision for your works, pls confirm. Question 2: For all tools/equipment required during the works of transformer Assembly, Installation, Testing and Commissioning, pls confirm if all tools/equipment will be provided by KenGen, or shall be brought temporarily to the site by contractor?	Manufacturer's Engineer will instruct and supervise the assembly, installation, testing and commissioning of the transformer. The bidder shall provide sufficient instructions and supervision for purposes of any defects claim/warranty that may arise during the defects liability period. 2. KenGen has all tools necessary for the task. Any special tools that the bidder may require and not provided by KenGen, will be discussed with the successful bidder.
Clause 24.3 & 24.5 / Page 80	24.3. The Manufacturer shall submit a programme for the Assembly.....This whole process is expected to take not more than 10 (ten) days. 24.5 The site works assembly..... Commissioning shall not take more than 21 days including weekends and public holiday).	We think the requirement of 10 days and 21 days is in conflict with each other. pls clarify.	21 days.
Clause 12.3 / Page 80	Minimum Qualifying Criteria a. Valid Certificate of Registration or Incorporation b. Valid Tax Compliance Certificate c. Valid Local Authority Trade License	For the certificates listed on left, please confirm c & e is the certificates required only for Kenyan national tenders.	For foreign firms, provide the equivalent of the two certificates which are normally issued in your country of domicile.

	<p>d. Power of Attorney (in the case of joint Ventures)</p> <p>e. Valid Authorization from Engineering Regulatory Bodies like Energy Regulatory Commission and National Construction Authority</p>		
<p>Clause 32 / Page 80</p>	<p>PRELIMINARY EVALUATION</p> <p>a) Certificate of Incorporation / Registration – attach copy Attendance .....</p> <p>o) Valid Business permit. .....</p>	<p>What is Valid Business permit? if this is only applicable for Kenyan national tenders? please clarify.</p>	<p>This is the official authorization to trade in a particular country/region/state etc... provide the equivalent of this certificate which is normally issued in your country of domicile.</p>
<p>Clause 23.2.1 / Page 79</p>	<p>23.2.1. All Equipment offered shall be the product of recognized and experienced Manufacturers who have been manufacturing specified equipment for at least 10 (ten) years. Equipment shall be of basic design and size similar to such that has been in successful continuous operation for at least three years preferably under similar climatic conditions. Proven plant reliability and high availability are of prime importance and the attention of the Bidder is drawn to these particular requirements.</p>	<p>We think all requirements here are requirements for transformer manufacturers. And 10 years reference list and customer's certificate from transformers manufacturer can be enough to support this, please confirm.</p>	<p>Yes, all bidders must provide the requirements under this clause.</p>
<p>Page 98</p>	<p>Part 2 (c) – Registered Company (if applicable - as per the CR12 form)</p>	<p>What is the CR12 form? Where can we find it in the bidding documents?</p>	<p>This is only applicable to Kenyan firms, ignore this requirement.</p>
<p>Page 100</p>	<p>Part 2(i) – Experience: NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT'S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS. <u>AGPO FIRMS ARE HOWEVER EXCLUDED ENTIRELY FROM FILLING IT.</u></p>	<p>What is the AGPO FIRMS?</p>	<p>This is only applicable to Kenyan firms, ignore this requirement.</p>

Page 52	Masinga has two Generating Units, each rated at 20MW. Power is generated at 11kV and Stepped up to 132kV for evacuation via Transmission Lines to Kamburu and the Mount Kenya region.	The Low voltage is 11kV, high voltage is 132kV, why the transformer is 11/143.7 kV?	As per tender requirements.
Page 102	B1. FORM OF DISPUTE ADJUDICATION AGREEMENT	We think this is to be submitted by the approved tenderer, submission is not required at the time of tendering.	Correct, this will be for the awarded and contracted firm, if it will be necessary, ignore it.
Page 48	Taxes	Since the delivery terms is CFR, and inland transportation will be carried out by KENGEN, so please confirm: KENGEN will be responsible for customs clearance and all taxes/duties/charges due to the customs clearance and inland transport, such as customs duties, VAT on goods, Railway duty levy, etc in Kenya.	Confirmed.
Bid close date extension	/	To enable us to have sufficient time to prepare a high quality bid document with competitive price, we would like to request for an extension of two weeks for the subject tender.	See addendum 1 for revised closing dates.
Page 44	14. Payment Certificates and Final Account (ii) After Delivery to Site (second payment, 15% (fifteen percent)) (v) After defects liability period 24 months (fifth and final payment, 20% (twenty percent))	Question 1 : For overseas suppliers, payment shall be made under L/C upon presentation of shipping documents, so delivery to site of goods is not essential condition for this second payment 15%, please confirm.	<u>14 Payment Terms &amp; Conditions</u> Delete this clause and replace with the clause 14 on <b>Payment terms &amp; Conditions</b> at the end of this clarification.
Page 50	For Overseas Suppliers, payment shall be made to the Procuring Entity via Letter of Credit (LC), under the following conditions: .....	Question 2: 20% final payment shall be paid only after the end of 24 months defects liability period, we think that is	

		too long. Can you reduce the rate of final payment? Or can we submit a warranty guarantee instead of 20% Retention money?	
Page 32	PRELIMINARY EVALUATION c) Stamped and signed tender form	Please clarify the tender form here means B.2 FORM OF TENDER or all tender forms in the bid documents?	Yes, form of tender is the same as tender form, not any other from.
Clause 8/ Page 58 of 128	Guaranteed No-Load and Full-Load losses (Capitalized losses) should be stated in the offer. See clause 2.1.4. this shall be used as evaluation criteria of the tender based on energy price in Kenya of Kshs 0.03060/kwh and 30 years of life of the transformer	Please Provide losses capitalization rate (kshs/kw), capitalization formula & clause 2.1.4	As per clarification 1. Insertion of "Clause 2.1.4" is a typing error and is hence deleted from the tender document
		2. As per site visit report, new transformer is required to fit into existing plinth. Please give us dimension and loading weight of the existing plinth?	Dimensions are provided in the tender document page 53 of 128.
	As per specification, the impedance is 12.17% at principal tap. Kindly confirm the MVA base on which the said impedance (12.17%) is to be considered.		The existing fault level at Masinga is 1418MVA. Use this for your calculations
	As per clause 8.3, "Guaranteed No-Load and Full-load losses (capitalization losses) should be stated in the offer. See clause 2.1.4. This shall be used as an Evaluation criteria of the tender based on energy price in Kenya of Kshs 0.03060/kwh and 30 years life of the transformer". Kindly note that there is no clarity regarding losses/evaluation from the above statement. Therefore, request you to kindly provide us the value for No Load Loss or Load Loss 'OR' provide loss capitalization values.		As per clarification 1.
	Kindly provide us the clause 2.1.4 mentioned above		Insertion of "Clause 2.1.4" is a typing error and is hence deleted from the tender document

		<p>From the published KGN HYD 023 2017 Addendum 1 Item 5. PRICE SCHEDULE we noted:  E: Supervision of assembly, oil filling installation &amp; commissioning on site.  F: Testing and commissioning</p> <p>Please confirm the above both mentioned commissioning are same work.</p>	<p><b>Combine D &amp; E to read as follows.</b>  E: Supervision of assembly, oil filling, installation &amp; Testing &amp; commissioning on site.</p> <p>Price schedule table shall be edited appropriately</p>
		<p>In the technical schedule Clause No.22- Engineering Services: Short circuit withstand test is applicable but there is no mentioning in other place, especially in the technical specification 22.3. Factory Acceptance Testing listed tests.</p> <p>Please confirm if the Short circuit withstand test shall be carried out.</p>	<p><b>Yes. Short circuit withstand test shall be done.</b>  <b>Add sub-clause (cc) in Clause 22.3.3 as follows.</b>  cc. short circuit test</p>
	<p>In light of the fact that there shall be a second site visit and further clarification the same, we kindly request for tender closing date extension clarification/requirements that may be raised during the said time.</p>		<p>See addendum 1 for revised dates.</p>
Page 53	<p>3.9.1. The Transformer shall not exceed the following maximum physical dimensions: Maximum Length of Main Tank Base = 3,820 mm  Maximum Width of Main Tank Base = 2,260 mm  Maximum Height of Main Tank Base = 3,260 mm  Overall Length of Assembled Transformer = 9,000 mm  Overall Width of Assembled Transformer = 2,950 mm</p>	<p>Question 1: According to manufacturer's response, the actual manufacturing width of transformer may be larger than the required 2950mm;  The actual width will be approximately 4000mm.</p>	<p>As per tender requirement</p>



	Overall Height of Assembled Transformer = 5,340 mm		
Page 81	<p>25.1.1.1. Operating Conditions</p> <p>The CMU shall be to operate within the following environmental conditions</p> <p>-40 °C to +70 °C temperature</p> <p>95% humidity non-condensing</p> <p>The CMU shall be delivered in its own customized panel. The panel shall have an IP 54 Protection or higher.</p>	<p>Question 1: Please refer to below for the application temperature of devices:</p> <p>1. Temperature range for device:</p> <p>Function (Housing) -10 °C ... +50 °C</p> <p>Function (plug-in module): -10 °C ... +60 °C</p> <p>Transport and storage: -25 °C ... +65 °C</p> <p>2. Temperature range for device:</p> <p>Operation temperature: (ambient) -55°C ... +55°C (below -10°C display function locked)</p> <p>Oil temperature: (in the transformer) -20°C ... +90°C</p> <p>Storage temperature: (ambient) -20°C ... +65°C</p> <p>3. Bushing monitor</p> <p>Bushing tap coupler (BTC): Ambient temperature: -40°C to 60°C</p> <p>PQI-DA Data Acquisition Unit for Bushing Monitor:</p> <p>Temperature range: Function -15 ... +55 °C</p> <p>Transport and storage: -25 ... +65 °C</p>	See the revised scope of the transformer monitoring function in Addendum 1
Page 81	<p>25.1.3. Modularity</p> <p>The CMU shall be modular in design such that the main functions of the Unit shall be performed by dedicated modules based on the integrated functions. This modularity shall enable scalability or expandability of the capability of the Unit, i.e. allowing more functions to be added later.</p>	<p>Expandability of the CMU is not possible; the design is based on the requirement, the monitoring sensor can't be plug and play type.</p>	See the revised scope of the transformer monitoring function in Addendum 1

	<p>The modules shall be rack mounted and hot-swappable, i.e. plug and play.</p> <p>The failure of any module shall not in any way hamper the correct functioning of other modules.</p>		
Page 82	<p>25.3. SOFTWARE</p> <p>Historical data shall be available and accessible in graphical form e.g. charts, graphs, etc.</p> <p>This HMI shall be Internet/web-based to allow for remote access from the Company's LAN through a secure channel.</p> <p>The software shall also be installed on a laptop Computer provided that can be connected to the Monitoring Unit via RS232 or USB to enable local access for troubleshooting and routine maintenance checks.</p> <p>The language used by the HMI shall be English.</p>	<p>Please let us know the requirement of laptop in case of the laptop shall be supplied by Supplier, we can quote accordingly.</p> <p>Will the laptop be continually connected with CMU and download the data during transformer operation? Or it will be used by SCADA system to download the data per possible duration?</p>	See the revised scope of the transformer monitoring function in Addendum 1
Page 82	<p>25.4. DATA ANALYSIS, STORAGE AND MANAGEMENT</p> <p>The software that provides the Human Machine Interface shall perform real-time data collection and analysis. The sampling rate shall be at least 20 ms and the data resolution shall be at least 1 ms. The software shall be accessed via web3 browser enable or via client application supplied together with the CMU.</p> <p>This data shall be time-stamped with a GPS that is synchronized with the GPS of the Station's SCADA System.</p>	<p>Question 1: sampling rate and the data resolution will be according to the different measuring module.</p> <p>Question 2: Could the existing SCADA system be used NTP time synchronization? NTP time is the preferred solution for the product we will supply. However according to our knowledge, Modbus is without time stamps anyway.</p>	See the revised scope of the transformer monitoring function in Addendum 1
Page 83	<p>25.5.1. The CMU shall be ready for termination of fibre optic cable. USB/Ethernet shall be used for connecting a laptop to enable local access.</p> <p>PROTOCOLS AND STANDARDS</p>	<p>The communication protocol shall be confirmed one of above. Which protocol is prefer?</p>	See the revised scope of the transformer monitoring function in Addendum 1

	<p>The CMU shall be ready for communication using the following protocols: Modbus TCP/IP, Ethernet 10/100, DNP3 (Distributed Network Protocol), TCP/IP (Ethernet), RS232/RS 485, USB</p> <p>The following standards shall be supported: IEC 60068 (temperature, vibration), IEC 60255 (vibration), IEC 60529 (insulation protection), IEC 60870-101 &amp; -104 (SCADA), IEC 61850 (communication) and Modbus, DNP 3.0</p>		
Page 84	<p>25.6.1. MONITORING ACTIVE PART</p> <p>a. Core – temperature, iron losses</p> <p>b. Windings – voltage, current, frequency, power factor, power, harmonics, temperature, deformation, copper losses, overcurrents, overvoltages, overloads, overload capacity, load factor</p> <p>c. Terminations and Leads – temperature</p> <p>d. Insulation – partial discharge, moisture, ageing rate</p> <p>e. Calculated hot-spot temperature</p> <p>f. Oil temperature (top &amp; bottom)</p> <p>g. Ambient temperature</p>	<p>a. Core – temperature, iron losses ; We can't provide</p> <p>b. Windings – voltage, current, frequency, power factor, power, harmonics, temperature, deformation, copper losses, overcurrents, overvoltages, overloads, overload capacity, load factor : Measuring of harmonics and deformation, copper losses is excluded in the offer.</p> <p>c. Terminations and Leads – temperature : we can't provide</p> <p>d. Insulation – partial discharge, moisture, ageing rate ; The moisture measuring is only for transformer oil</p>	<p>See the revised scope of the transformer monitoring function in Addendum 1</p>
Page 84	<p>25.6.2. MONITORING BUSHINGS</p> <p>a. Operating Voltages</p> <p>b. Transient/Lightning Overvoltage</p> <p>c. Bushing Capacitance and its (C1) changes</p> <p>d. Power Factor (tan <math>\delta</math>)</p> <p>e. Dissipation Factor (Tan Delta)</p>	<p>Our CMU can't do:</p> <p>e. Dissipation Factor (Tan Delta)</p> <p>f. Interior Insulating Medium State – oil/SF6 pressure/density, etc.</p> <p>g. Partial Discharge (electrical and UHF)</p> <p>Other is OK!</p>	<p>See the revised scope of the transformer monitoring function in Addendum 1</p>

	<p>f. Interior Insulating Medium State – oil/SF6 pressure/density, etc.</p> <p>g. Partial Discharge (electrical and UHF)</p> <p>h. Leakage Current</p>		
Page 84	<p>25.6.3. FIBRE OPTIC MODULE Installation of fiber optic temperature measurement system for measurement of the hot spot temperature of the transformer. The temperature measurement range should be - 25° C to 225° C. The system shall be able to accurately measure and record the hot spot temperature as well as winding temperature of the transformer.</p>	Our device can supply 4 channels	See the revised scope of the transformer monitoring function in Addendum 1
Page 84	<p>25.6.4. MONITORING OF COOLING SYSTEM</p> <p>a. Control of cooling for up to 4 cooling stages</p> <p>b. Operating parameters (currents, running duration) of individual/grouped fans</p> <p>c. Operating parameters (currents, running duration) of individual/grouped pumps</p> <p>d. Flow of Oil</p> <p>e. Cooling System Inlet and Outlet Temperatures (individual values, difference)</p> <p>f. Conservator Oil level and bladder state</p> <p>g. Cooling Efficiency</p> <p>h. Current consumption of individual/group fans and pumps.</p> <p>i. Temperature – top level temp., bottom level temp., bubbling temp., bubbling safety margin</p>	We can satisfy the requirements other than point f.	See the revised scope of the transformer monitoring function in Addendum 1
Page 84	<p>25.6.5. MONITORING OF TAP CHANGER</p> <p>a. Tap Position</p> <p>b. OLTC oil temperature and differential</p> <p>c. Motor Drive – power consumption</p> <p>d. Number of switching Operations – number done, number left until recommended service</p> <p>e. Switching Time</p>	<p>e. Switching Time It can be measured MDU operation duration for 1 tap change only.</p> <p>f. Contact State – degree of erosion/wear It is calculated by REGSYS in case of OLTC is arcing in the oil type, for vacuum OLTC, it does not make sense.</p>	See the revised scope of the transformer monitoring function in Addendum 1

	f. Contact State - degree of erosion/wear		
Page 85	25.6.6. MONITORING OF TRANSFORMER OIL a. Pressure (PRD status) b. Dissolved Gas Analysis (Main Tank) - gas contents, tracking of change in gas level (up to 9 gasses) c. Moisture content in Oil d. Carbonization (OLTC) e. Buchholz Relay gas contents f. Breakdown Voltage	b. Dissolved Gas Analysis (Main Tank) - gas contents, tracking of change in gas level (up to 9 gasses) <b>We can quoted 8- gas</b> d. Carbonization (OLTC) <b>No, it couldn't do it.</b> e. Buchholz Relay gas contents <b>Only alarm/trip signal could be monitored.</b> f. Breakdown Voltage <b>No, we couldn't do it at moment.</b>	See the revised scope of the transformer monitoring function in Addendum 1
Page 85	25.6.7. PARTIAL DISCHARGE Measurement and analysis of partial discharge (UHF PD and Electrical PD) in transformer winding and bushings.	Please confirm with Sensor is required, UHF PD, HF PD or Acoustic Emission (AE) sensor, the cost is different, it also relevant to the transformer design (sensor location on tank or insider tank)	See the revised scope of the transformer monitoring function in Addendum 1
Page 81	In section 25.6, there are many monitoring functions mentioned (25.6.1~25.6.7). Our question is that whether all the monitoring equipment must be designed, quoted and tendered for this project? And if yes, whether these monitoring/protective equipment to be quoted/priced separately, or included in the prices of the transformer		See the revised scope of the transformer monitoring function in Addendum 1.
	Could you please clarify the following: At page 77 of 128, we are required to study the impedance of existing transformer, which is 13.34% at nominal tap (tap 5). Meanwhile the impedance is required $\leq 12.17\%$ in Section 8 (page 58 of 128). Please clarify which impedance value we should comply?		Use 13.34% as impedance at nominal tap.

Page 60 of 128	Could you please clarify the following: The Lightning Impulse insulation level on HV side of existing transformer is 550 kV. Should we offer the same level?		As per tender requirement, Clause 10.3.1 on page 60 of 128
		Our scope includes product transformer and services of commissioning and site test & supervision. Could you please clarify whether during execution stage, there would be: <ul style="list-style-type: none"> <li>• Separate contract for product transformer?</li> <li>• Separate contract for services?</li> </ul>	The tender shall be one contract for both factory works & testing plus instructions & supervision of all site activities
Clause 9.2/page 59 of 128	The LV Winding shall have a double layer helical design.	We prefer to design LV winding with single layer helical or disc. Pls advice.	See Addendum 1
Clause 3.9, Page 53 of 128	Dimensions of the transformer and plinth	We request you to please provide us the General Arrangement drawing of the transformer and the Foundation Drawing. Also please specify the maximum load bearing capacity of the existing plinth.	The documents & details requested are not available at the moment. KenGen shall bear the risk of load bearing capacity of the existing plinth
SECTION VIII, Price Schedule Page 95 of 128	In the price schedule separate prices are sought for Supervision of Assembly, oil filling, Installation, & Commissioning on site and Testing & Commissioning	We request you to please revise the clause to read as Supervision of Assembly, oil filling, installation, & on site Pre-commissioning test.	As per tender requirements
Section V, Clause 5, Page 51 of 128	Delivery	We request you to please keep a higher cap on the activities controlled by KENGEN for contractual purposes.	As per tender requirements
<b>Explanation:</b> Clause 14, Page	(i) After design, factory training and testing (first payment, 20% (twenty percent)).	We request you to please consider the following payment terms:	As per tender requirements

44/45 of 128	(ii) After Delivery to Site (second payment, 15% (fifteen percent)) (iii) After Assembly and Installation (third payment, 20% (twenty percent)) (iv) After Testing and Commissioning (fourth payment, 25% (twenty-five percent)) (v) <b>After defects liability period 24 months</b> (fifth and final payment, 20% (twenty percent))	100% payment to be paid through LC as follows: - 90% of the contract value to be paid against FOB shipping documents with 30 days usance credit period; - Final and balance 10% to be paid within 150 days from the FOB shipment date or the receipt of the completion certificate whichever is earlier.	
Clause 11.1/Page 50 of 128	Defect liability period shall be twenty four (24) months.	Please amend the Defect liability period shall be 24 months from the date of completion of the contract of 30 months from the date of FOB despatch whichever is earlier.	As per tender requirements
Bid Submission date	September 26, 2017	As the last site visit was done on September 13, 2017 and KENGEN would require some time for replying to all the bidders queries, we would like to request you to please extend the bid Submission date by at least 3-4 weeks' time.	See Addendum 1

#### 14. Payment Terms & Conditions

The credit period shall be:-

14.1(a) for **local suppliers**, Kenya Electricity Generating Company's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract.

b) for **overseas suppliers**, payments shall be effected upon presentation of a complete set of shipping documents to the advising bank as will be stipulated in the Letter of Credit (LC)

14.2 (a) For Local Suppliers

Payment shall be made through Kenya Electricity Generating Company's cheque or telegraphic transfer for the amount of contract. The terms shall be:-

- (i.) CFR Mombasa Port, within 30 days of presentation of the Invoice. The supervisory charges shall be paid after entire site works and issuance of completion certificate.

(b) For Foreign Suppliers

Payment shall be through an LC under the following conditions:-

- (i) The supplier shall be required to meet all LC bank charges incurred in their country, while KenGen shall meet those incurred in Kenya
- (ii) Any extension and or amendment charges and other costs that may result from the Supplier's delays, requests, mistakes or occasioned howsoever by the Supplier shall be to the Beneficiary's account.
- (iii) The maximum number of LC extensions shall be limited to a maximum of two (2) only, but not exceeding one quarter (3 months) each, at the cost of the beneficiary.
- (iv) Should the Supplier require a confirmed LC, then all confirmation and any other related charges levied by both the Supplier's and Procuring Entity's bank shall be to the Beneficiary's account.
- (v) The LC shall be opened only for the specific Order within the validity period of the contract
- (vi) LCs shall be partial for partial deliveries or full for one delivery as per the contract.
- (vii) The Supplier shall be required to submit a Proforma invoice for each lot or schedule for use in the placement of order and opening of the LC. The Proforma Invoice shall be on total Cost and Freight (CFR) basis showing the freight charges separately from the Free on Board (FOB) cost. KenGen will meet the Freight Insurance cost.
- (viii) A copy of the Performance Security stamped and certified as authentic by the Procuring entity, whose expiry date should **not be less than 30 days from the LC expiry date**, shall form part of the documents to be presented to the Bank before any payment is made.

(c) Advance Payment

— Advance Payment is not applicable.

For both *local* and *foreign* suppliers, bank guarantee of 10% of the FOB cost shall be issued to KenGen as the warranty against the defects for the entire warranty period at the time of FCR payment.

**All other terms and conditions remain unchanged**



**ACKNOWLEDGEMENT OF CLARIFICATION NO. 2**

We, the undersigned hereby certify that the addendum is an integral part of the document and the alterations set out in the Addendum have been incorporated in the tender proposal.

Signed.....

Tenderer.....

Date.....

