



TENDER NO. KGN-HYD (tana)-05-2017

DATE: 30/06/2017

KENYA ELECTRICITY GENERATING COMPANY

TENDER FOR SUPPLY INSTALLATION AND COMMISSIONING OF 400KVA DIESEL GENERATOR FOR TANA POWER STATION

CLARIFICATION No.1

In accordance with the Tender for Supply Installation and Commissioning of 400KVA Diesel Generator for Tana Power Station, KenGen hereby issues Clarification No.1

RESPONSE TO REQUEST FOR CLARIFICATION

	CLARIFICATION REQUEST FROM BIDDER	KenGen RESPONSE
	Do we need to allow for WHT?	Yes
	Delivery terms are not given so we cannot establish who is responsible for import duties/VAT etc. Please clarify	The tender is for Supply, Installation and Commissioning therefore the tenderer shall cater for all duties and taxes
	Payment terms on page 45 are unclear. Kindly confirm that an LC will be provided for the materials supply, with the installation works paid against measured works	Bidders are advised to refer to the Revised Appendix to Conditions of Contract attached below where the issues raised have been addressed Note; <i>Bidders are advised to incorporate the below Appendix to Condition of Contract in their bid document and to disregard the one on page 52-53 of the tender document</i>

All other terms and conditions remain unchanged

ACKNOWLEDGEMENT OF CLARIFICATION NO. 1

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.....

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: Kenya Electricity Generating Company Limited

Address: Stima Plaza, Kolobot Road, Parklands, P.O. Box 47936 – 00100 Nairobi Kenya

Name of Employer's Representative: Elijah Kibathi

Title: Assistant Operations Manager – Upper Tana

Telephone: 0711036374

The name (and identification number) of the Contract is KGN-HYD (tana) -05-2017

The Works consist of Tender for Supply, Installation and Commissioning of 400kva Diesel Generator for Tana Power Station

The commencement Date shall be The date of Contract Signature

The contract duration shall be Twelve Months

Site possession Date Shall be The Commencement Date

The Site is located at Tana Power Station

The Defects Liability Period is Six Months

The Proportion of payment retained is 10 % percent

The Completion Period for the Works is Six Months

Delivery period and point Tana Power Station

Advanced payment shall **not** be applicable

14. Payment Certificates and Final Account

14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

(i) **Supply, Installation and Commissioning of DG 90%**

(ii) After defects liability period.) **10 %**

Amount of Performance Security is **10%** of the contract sum

The credit period for Local Suppliers is maximum **30 (thirty)** days after receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and in accordance with the Contract.

For Overseas Suppliers, payment shall be effected upon presentation of a complete set of shipping documents to the Advising Bank, as shall be stipulated in the Letter of Credit (LC).

For Local Suppliers, payment shall be made to the Procuring Entity via **cheque** or **electronic funds transfer** for the amount of the Contract.

For Overseas Suppliers, payment shall be made to the Procuring Entity via **Letter of Credit (LC)**, under the following conditions:

- a. The Supplier shall meet all LC bank charges incurred in his country, while the Procuring Entity shall meet the bank charges incurred in Kenya.
- b. 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.
- c. The maximum number of LC extensions shall be limited to 2 (two), but not exceeding 3 (three) months for each, to the cost of the Beneficiary.
- d. 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.
- e. The LC shall be opened only for the specific Order within the validity period of the contract.
- f. LCs shall be partial for partial deliveries or full for one delivery as per the contract.
- g. 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.
- h. A copy of the Performance Security stamped and certified as authentic by the Procuring Entity, whose expiry date should **not be less than 30 (thirty) days from the LC expiry date**, shall form part of the documents to be presented to the Bank before any payment is made.

