



KENYA ELECTRICITY GENERATING COMPANY LIMITED

TENDER NO. KGN-HYD-024-2017

DATE:2/10/2017

TENDER FOR DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TEST AND COMMISSIONING OF DELUGE FIRE PROTECTION SYSTEMS FOR GENERATOR TRANSFORMERS AND STATION TRANSFORMERS IN 7 FORKS POWER STATIONS

ADDENDUM NO. 2:

In accordance with the tender mentioned above, KenGen hereby issue addendum No. 2:

SECTION III: TENDER DATA SHEET (TDS)

1. The **Technical Evaluation Criteria** in the tender document is not clear as the last sentence of each row is not visible , bidders are advised to refer and use the amended tender data sheet below and disregard the one in the tender document

ACKNOWLEDGEMENT OF ADDENDUM 2

We, the undersigned hereby certify that the Addendum is an integral part of the document and has been incorporated in the tender document.

Signed

Tenderer:

Date

SECTION III: TENDER DATA SHEET (TDS)

Instructions to Tenderers Clause Reference

TDS Ref. No	ITT Clause No	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. INTRODUCTION		
1	1.1	<p>The “Procuring Entity” also called Employer is:- KENYA ELECTRICITY GENERATING COMPANY LIMITED Stima Plaza Phase III, Kolobot Road, P.O. Box 47936 - 00100 NAIROBI, KENYA. Tel: +254 2 3666000 Email: tenders@kengen.co.ke; Cc: skimani@kengen.co.ke; jknjuguna@kengen.co.ke; bkagwathi@kengen.co.ke</p>
	1.1	<p>The Tender is; Design, Manufacture, Supply, Installation, Test and Commissioning of Deluge Fire Protection Systems for Generator Transformers and Station Transformers in 7 Forks Power Stations</p>
	1.2	<p>The duration of implementation from commencement date of the works to the date of issue of the Taking Over Certificate shall be two hundred and fifty (250) working days, excluding Sundays and Public Holidays, calculated from receipt of the Engineer’s Order to Commence</p>
	1.3	<p>The main objective of the project is the Design, Manufacture, Supply, Installation, Test and Commissioning of Deluge Fire Protection Systems for Generator Transformers and Station Transformers in 7 Forks Power Stations</p>
2	2.6	<p>Corruption and ethical standards</p> <p>The Government requires that Procuring Entities (including beneficiaries of Government funded projects) as well as Tenderers/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. It is the responsibility of the Procuring Entity to ensure that Tenderers, suppliers, and contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:</p> <p>For the purpose of this provision, the following definitions are provided:</p> <p>(i). “Corruption” has the meaning assigned to it in the Anti Corruption and Economic Crime Act 2003 and includes the offering, giving, receiving or soliciting of anything of value to influence the action of</p>

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		<p>a public official in the procurement or disposal process or in contract execution;</p> <p>(ii). “Fraudulent Practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the execution of a contract to the detriment of the Procuring Entity and includes collusive practices amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial non competitive levels and deprive the Procuring Entity of the benefits of free and open competition;</p> <p>(iii). “Collusive Practice” means an arrangement between two or more suppliers, contractors and subcontractors designed to achieve an improper purpose, including to influence improperly the actions of the Procuring Entity prior to or after Tender submission , designed to establish Tender prices at artificial non competitive levels and to deprive the Procuring Entity of the benefit of free and open competition;</p> <p>(iv). “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly a supplier, contractor or subcontractor or the property of any of them to influence improperly the actions of a Procuring Entity;</p> <p>(v). “Obstructive Practice” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</p> <p>A Procuring Entity has the right to require that Tenderers, suppliers, and contractors and their subcontractors permit persons duly appointed by KACC/PPOA/KNAO to inspect their accounts and records and other documents relating to the Tender submission and contract performance; The Procuring Entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent practices or others stated under Clause 44.1.a in competing for the contract;</p> <p>In pursuit of the policy defined in sub-Clause 44.1,the Procuring Entity will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Procuring Entity or Approving Authority or of a beneficiary of the funds during the procurement or the execution of that contract;</p>

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		In the event that the Procuring Entity or Approving Authority does not take timely and appropriate action satisfactory to the Government of Kenya to remedy the situation, then the Director-General may order an investigation of procurement proceedings for the purpose of determining whether there has been a breach of the Public Procurement and Disposal Act, 2005.
3	4.1	Alternative offers are not allowed.
4	4.2	Alternative times for completion are not allowed.
5	6.3	<p>The Tenderer's designated representative is invited to a site visit which is MANDATORY and shall take place as follows;</p> <p>SITE VISIT</p> <p>Mandatory Site Visit as per IFT starting with bid pre-meeting at Masinga at 9.00 -</p> <p>Day: Wednesday Date: 6.09.2017 Time: 9.00 a.m.</p> <p>&</p> <p>Day: Tuesday Date: 14.09.2017 Time: 9.00 a.m.</p> <p>Assemble Point For Site Visit: Masinga Power Station gate area</p>
6	6.5	The clarifications of the site visit meeting will be made available within five (5) working days from the date of the site visit.
7	6.6	Non-attendance at the site visit will result in disqualification. Bidders are strongly advised to visit site and obtain for themselves information adequate for them to prepare a responsive bid.
B. TENDERING DOCUMENTS		
8	7.2	The number of copies to be completed and returned with the tender is Two (2) .
9	8.1	<p>CLARIFICATIONS</p> <p>Further information and/or clarification may also be obtained from the Employer's representative at the following address: -</p> <p>Supply Chain Director Kenya Electricity Generating Company Limited Ground Floor, Stima Plaza, Phase III; Kolobot Road, Parklands P O Box 47936 - 00100 NAIROBI, KENYA</p>

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		Email; tenders@kengen.co.ke ; cc: jknjuguna@kengen.co.ke skimani@kengen.co.ke ; bkagwathi@kengen.co.ke
10	8.2	Bidders may seek any clarifications latest if a third of the period given to respond to the tender is remaining.
11	8.3	Potential bidders are advised to regularly check KenGen website for any uploaded information on this tender. Any issued Addenda/Clarification shall be uploaded by Procuring entity on the website.
C. PREPARATION OF TENDERS		
12	10.1	Language of Tender and all correspondence shall be <i>English</i> .
13	11.1	<i>List of documents required to be submitted with the tender:</i> a. <i>Tender security</i> b. <i>Manufacturers' Authorizations</i> c. <i>Technical Brochures</i> d. <i>Site Visit Certificate</i> e. <i>Any Addendums and Clarification</i> f. <i>Notarised Power of Attorney in the case of Joint Ventures</i> <i>Warranties</i>
14	12.3	<i>Minimum Qualifying Criteria</i> a. <i>Valid Certificate of Registration or Incorporation</i> b. <i>Valid Tax Compliance Certificate</i> c. <i>Valid Local Authority Trade License</i> d. <i>Power of Attorney (in the case of joint Ventures)</i> <i>Valid Authorization from Engineering Regulatory Bodies like Energy Regulatory Commission and National Construction Authority</i>
15	12.4	a. All requirements of sub-clause 11.1 b. Copy of Joint Venture Agreement, or copy of Letter of Intent to execute a Joint Venture Agreement c. Tender must be signed to be legally binding on all partners
16	16.1	The currency in which the prices shall be quoted shall be: <i>Kenya Shillings</i> or in any freely convertible currencies. However, the maximum number of currencies shall be limited to two (2).
17	16.2	The authority for establishing the rates of exchange shall be Central Bank of Kenya. The applicable date for exchange rates for tendering and evaluation purposes is the exchange rate at the tender closing date.
18	17.1	The tender shall remain valid and open for acceptance for a period of one hundred and twenty (120) calendar days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 21) whichever is the later.
19	18.1	The Tenderer shall furnish as part of his tender, a Tender Security in the amount of: KShs. 1,700,000.00 (<i>Say Kenya Shilling one million seven</i>

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		<i>hundred thousand Only</i>) Valid for at least 30 days beyond tender validity. Foreign bidders who choose to use bank guarantee must do so through corresponding local bank. Tender securing declaration shall not be accepted in place of Tender Security
20	19.1	In addition to the original of the Tender, the Tenderer shall submit <i>two (2)</i> copies of the Tender.
21	19.2	Written confirmation of authorization shall be Power of Attorney
D. SUBMISSION OF TENDERS		
22	20	Tenders shall be addressed to : The Company Secretary & Legal Affairs Director Kenya Electricity Generating Company Limited 10th Floor, Pension Plaza Phase 1 Kolobot Road, Parklands P.O. Box 47936-00100 Nairobi, Kenya
23	20.2	The name and identification of the project is: Design, Manufacture, Supply, Installation, Test and Commissioning of Deluge Fire Protection Systems for Generator Transformers and Station Transformers in 7 Forks Power Stations The tender number is: KGN-HYD-024-2017 Date and Time for submission is: Day: Wednesday Date: 27th September 2017 Time: 10.00 a.m.
24	21.1	The deadline for Tender submission is: Day: Wednesday Date: 27th September 2017 Time: 10.00 a.m.
25	21.3	The extension of the deadline for submission of Tenders shall be made not later than five (5) days before the expiry of the tender deadline.
26	23.4	The tender shall remain valid and open for acceptance for a period of one hundred and twenty (120) calendar days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 21 here above) whichever is the later.
E. OPENING AND EVALUATION OF TENDERS		
27	24.1	The Tender opening shall take place at: Company: Kenya Electricity Generating Company Limited Street address: Kolobot Road off Limuru Road Building/Plot No: Stima Plaza Phase 3 Floor/Room No: 7 th Floor City/Town: Nairobi Country: Kenya

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		<p>The amount read out on the Tender form shall be assumed to be inclusive of all offered discounts and all duties, fees and applicable taxes.</p> <p>(1) MANDATORY PRELIMINARY EVALUATION CRITERIA</p> <ul style="list-style-type: none"> a) Certificate of Incorporation / Registration - attach copy b) Valid Tax Compliance Certificate – attach copy c) Audited Financial Statements / Accounts for the last two (2) years - attach copies. d) Manufacturer’s Authorization e) Duly signed and stamped/sealed Power of Attorney among partners (in case of Joint Ventures) f) Registration with National Construction Authority in category NCA 5 and above in building works and the NCA licence. g) Tender Security of KShs. 1,700,000 (Kenya Shillings one million, seven hundred thousand Only) h) Detailed technical description, drawings and brochures i) Mandatory Site visit - attach duly filled signed/stamped copy of attendance certificate. j) Technical schedules duly completed. k) Price bill of quantities as per schedules. L) Sequential pagination /serialization of all pages in the tender document. M) Stamped and signed tender form. N) Addendums (if applicable, communicated addendum must be signed and be submitted with the Tender). O) Submission of the required copies of the bid document. P) Duly Completed Confidential Business Questionnaire (CBQ) as provided Q) Prices read out during tender opening shall be final and not subject to any amendment. Any arithmetic error which will be deemed as a major deviation shall therefore result into disqualification of the bidder.

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		(2) TECHNICAL EVALUATION CRITERIA			
		ITEM	TENDER REQUIREMENT	SCORE	TOTAL SCORE
		1.	The qualification and experience of key personnel		15
		a	Project Manager and alternate: Has managed installation of at least 2 Deluge Fire Protection Systems each worth at least US \$50,000 in the last 10 years (attach CVs, references with up-to-date contact details and Completion Certificates from the Clients). <i>15 marks for each System.</i>	30	
		b i	Installation Supervisor for Electrical Equipment and alternate: Has supervised installation of equipment of at least 2 Deluge Fire Protection Systems each worth at least US \$50,000 in the last 10 years (attach CVs, references with up-to-date contact details and Completion Certificates from the Clients) <i>12.5 marks for each System.</i>	25	
		ii	Installation Supervisor for Mechanical Equipment and alternate: Has supervised installation of equipment of at least 2 Deluge Fire Protection Systems each worth at least US \$50,000 in the last 10 years (attach CVs, references with up-to-date contact details and Completion Certificates from the Clients) <i>12.5 marks for each System.</i>	25	

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		c	Commissioning Engineer – Electrical /Mechanical and alternate: Has commissioned at least 2 Deluge Fire Protection Systems each worth at least US \$50,000 in the last 10 years (attach CVs, references with up-to-date contact details and Completion Certificates from the Clients) 10 marks for each System.	20	
		2.	The experience of the firm		15
		a	Has undertaken supply, installation and commissioning of at least 2 Deluge Fire Protection Systems each worth at least US \$50,000 in the last 10 years (attach references with up-to-date contact details and Completion Certificates from the Clients). 20 marks for each System.	45	
		b	Details of after sales support including supply of spares for at least 2 Deluge Fire Protection Systems implemented (attach evidence) 7.5 marks for each	45	
		c	The supplier must have a Quality Assurance System implemented according to the Requirements in the ISO 9001 standard or equivalent or higher. 5 marks for evidence of the Certificate.	10	

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		3	Financial position (demonstrate financial means sufficient to meet the contract financial requirement)Minimum average annual turnover of Kshs 100 million, calculated as total certified payments received for contracts in progress or completed, within the last five (5) years	100	5
		4	Audited Accounts for the last three (3) years (demonstrates the soundness of the Applicant's financial position)	100	5
		5	Project Overview and Method statement on how the Tenderer intends to execute the works. This should describe:-		20
		a	Schedule of activities for each Station, with timelines for works on each Unit (where Unit refers to a combined set of Generator Transformer and Station Transformer)	30	
		b	Duration of the pre-outage works (delivery of equipment to site after contract award, installations that do not require electrical isolation of the Transformers)	20	
		c	Duration of the machine outage works (installations that require electrical isolation of the Transformers, testing, and commissioning)	50	

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		6	Compliance to Technical Specifications			
		a	Specifications of the main products to be used/installed inclusive of functions offered: Deluge Valves (15 marks) Fire Pumps (10 marks) Control System (10 marks) Pipes and fittings (5 marks)	50	50	
		b	Two years Deluge fire protection system guarantee by the supplier for the main components: Deluge Valves (15 marks) Fire Pumps (10 marks) Control System (10 marks) Must Attach manufacturer's warranty for each.	50		
		Total Technical Score				100%
		<u>Only tenders that meet the minimum technical score of 70% will have their financial bids evaluated.</u>				
		(3) FINANCIAL EVALUATION:				
		Items with known market prices should be quoted as such. KenGen shall reject bids with prices of such items which are unreasonable outside the market rates. The lowest evaluated bidder will be considered for award after post-qualification exercise below.				
		(4) POST-QUALIFICATION: The tender evaluation committee shall conduct due diligence by way of post-qualification on the recommended bidder before award.				
		CHECKLIST AGAINST TECHNICAL REQUIREMENTS				
		ITEM	TENDER REQUIREMENT	DETAILS IN OFFER (Bidders to tick)		
		1.	Examination of Technical schedules/Bill of quantities duly completed.			

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		2.	Method statement on how the Tenderer intends to execute the works. A detailed work program to be submitted with time lines.	
		3.	Tenderer's technical capability. Tenderer to submit document describing experience and previous works completed	
		4.	Completion certificates of similar works Successfully undertaken.	
		5.	Compliance to technical specifications and Requirements of the tender.	
		6.	Experience in works of a similar nature and size for the last 10 (ten) years and details of works underway or contractually committed. Details of clients who may be contacted for further information on those contracts must be submitted.	
		7.	Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last 2 (two) years. The current ratio should be a minimum of 2:1	

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		8.	Qualifications and experience of key site management and technical personnel proposed for the Contract. CVs to be submitted in the provided format ONLY. Attach only the relevant qualifying certificate, NOT any other. The proposed staff must be available throughout the contract implementation period without replacement, unless a formal consensus for replacement have been obtained from KENGEN.
		9.	The contractor shall provide layouts drawings, detailed drawings, detailed description of offer, brochures, datasheets as reference documents that shall clearly show the equipment offered for Design, Manufacture, Supply, Installation, Test and Commissioning of Deluge Fire Protection Systems for Generator Transformers and Station Transformers in 7 Forks Power Stations
<u>Only tenders that meet the minimum technical score of 70% will have their financial bids evaluated.</u>			
28	29.1	The Tenderer's prices shall be converted to Kenya shillings where applicable, at the mean exchange rate of the Central Bank of Kenya on the closing date of the tenders	
29	31.1	Shall <i>NOT</i> be applicable	
30	31.3	Shall <i>NOT</i> be applicable	
31	33	Post- qualification shall be undertaken	
F. AWARD OF CONTRACT			
32	37.1	Percentage for quantities increase or decrease is 15%. Also add that any variation allowable is for contracts of 13 months and above.	
33	40.1	The Tenderer upon being issued with a Notification of Award, shall provide the Employer with a Performance Security of ten percent (10%) of the Contract. The security shall be issued by reputable bank acceptable to the Employer. Foreign bidders shall issue the Performance Security through a corresponding local bank.	

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34	41.1	The Advance Payment shall be a maximum of 10% of the Contract Price
35	Add	<p>The Tenderer shall propose one Adjudicator from among the list of Members or Fellows of the Chartered Institute of Arbitrators (Kenya Branch) who shall be agreed upon by the Procuring Entity.</p> <p>The hourly fee for the Adjudicator shall be as determined by the Chartered Institute of Arbitrators (Kenya Branch). If the parties fail to agree upon the name of the Adjudicator, the appointment shall be made by the Chartered Institute of Arbitrators (Kenya Branch) at the request of either party.</p>

Other terms and conditions remain unchanged

