



**Kenya Power**

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Nairobi, Kenya  
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Our Ref: KP1/9A.3/OT/19/22-23/PM/ew

15<sup>th</sup> May 2023

**TO ALL TENDERERS**

Dear Sir/Madam,

**RE: ADDENDUM NO.1 TO THE TENDER NO.KP1/9A.3/OT/19/22-23 FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ELECTRICAL PLANT EQUIPMENT**

The above tender refers.

Following the pre-bid on 11<sup>th</sup> May 2023 we make the following clarifications and amendments to the principal tender document (hereinafter abbreviated as the PTD) for the Supply, Installation and Commissioning of Electrical Plant Equipment.

**1. RELATIONSHIP WITH THE PRINCIPAL TENDER DOCUMENT**

Save where expressly amended by the terms of this Addendum, the PTD shall continue to be in full force and effect. The provisions of this Addendum shall be deemed to have been incorporated in and shall be read and construed as part of the PTD.

**2. CLARIFICATIONS**

<b>NO</b>	<b>QUERY</b>	<b>KPLC RESPONSE</b>
1.	Bidders asked if manufacturer reference letters are acceptable.	Manufacturer reference letters are acceptable.
2.	Bidders asked if cost of statutory tests on installed crane shall be factored in the installation cost.	The cost of statutory tests should be factored in the installation cost.
3.	Bidders asked if 50% on timely delivery as per delivery schedule and satisfactory performance shall be considered during evaluation.	Yes. Only bidders with more than 50% overdue orders will be ineligible with respect to outstanding KPLC orders
4.	Bidders sort to know the actual completion time of the contract since SCC 8.2 was contradicting Delivery Schedule and Guaranteed Lead Time (GLT) under KPLC's Requirement Specifications	The total delivery period for Materials, spares and installation is 12 months.

NO	QUERY	KPLC RESPONSE
5.	Bidders sort to know if the transformer vacuuming and oil filtration plant should be movable.	The transformer vacuuming and oil filtration plant should be movable since it will be used in different sites and therefore must be loaded on truck. Details are on specification for the same, i.e. Appendix II.
6.	Bidders sort on clarification on TDS – ITT 17 (F), submission of various documents e.g. NAC, ERC	The documents under TDS – ITT 17 (F) are not required for this tender.

**Part of the Principal Tender Document.**

**a) Amendment of Section IV – Tendering Forms – Price Schedule**

Price schedule has been amended as per attached **Appendix A**.

**b) Amendment of Section IV – Tendering Forms – Manufacturer’s Warranty Form**

Manufacturer’s Warranty Form is attached as **Appendix B**.

**c) Amendment of Part 2 – KPLC’s Requirements/Specifications**

List of goods and delivery schedule and guaranteed lead time (GLT) have been amended as per attached **Appendix C**.

**d) Amendment of Section II – Tender Data Sheet**

Tender data sheet has been amended under **ITT 1.1, ITT 4.1 & ITT 22.1** as per attached **Appendix D**

**e) Amendment of Section III- Evaluation and Qualification Criteria**

No.	Part of the PTD	Amendment
1.	Part II (a) of technical evaluation item No. 3 – <i>Type Test Certificates and their Reports or Test Certificates and their Reports from the designated bodies for full compliance with Tender Specifications</i>	The Test Certificates and their reports shall not be required
2.	Part II (a) of technical evaluation item No. 4 – <i>The accreditation certificate for the testing laboratory to ISO/ IEC 17025 or ISO/IEC 17065:2012</i>	The accreditation Certificate shall not be required.

All other terms and conditions remain as per the Principal Tender Document (PDT)

Yours Faithfully,

**For: Kenya Power & Lighting Company Plc**

**DR. JOHN NGENO**  
**GENERAL MANAGER, SUPPLY CHAIN & LOGISTICS**

## Appendix A

### PRICE SCHEDULE

ITEM DESCRIPTION	UNIT OF MEASURE	QTY	Unit Price DDP VAT Excl. (Kshs)
<b>Lot 1 - Manufacturers/Authorized Dealers/Agents only.</b>			
40-TON (20TON X 2) ELECTRIC OVERHEAD TRAVELLING CRANE	MATERIAL SUPPLY-Electric Overhead Travelling CRANE (Design, manufacture, inspection, supply to site of Electric Overhead Travelling Crane Assembly)	SET	1
	Erection, painting and Commissioning of Electric Overhead Travelling crane as per specification.	SET	1
	Spares supply		
	Motor gearbox coupler	Pcs	2
	Brake disc	Pcs	5
	Pendant push button	Pcs	2
	Fuse applied in the control system	Pcs	10
	Contactora applied in the control system	Pcs	3
	Voltage rectifier similar to the one that will be applied in the control system	Pcs	2
	Hoist motor	Pcs	1
	<b>SUB TOTAL (Kshs)</b>		
	<b>VAT 16%</b>		
<b>TOTAL VAT INCLUSIVE (Kshs)</b>			
<b>Lot 2 – Local Bidders</b>			
TRANSFORMER VACUUMING AND OIL FILTRATION PLANT (Supply, Installation & Commissioning)	SET	1	
<b>SUB TOTAL (Kshs)</b>			
<b>VAT 16%</b>			
<b>TOTAL VAT INCLUSIVE (Kshs)</b>			

<b>Lot 3 – Local Bidders</b>				
<b>a) Crane Spares for Isiolo Road Transformer Workshop</b>				
<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>QTY</b>	<b>Unit Price DDP Vat Excl. (Kshs)</b>	<b>Sub-total DDP Vat Excl. (Kshs)</b>
Brake assembly	pc	3		
Hoisting motors assembly	pc	1		
Pendant 1302 .... 012 12 core	pc	2		
Brake disk free from assbestors	pc	2		
Ac/ dc recticfier	pc	2		
Long transvers travel motor assembly	pc	1		
Short transvers ( trolley motors)	pc	1		
<b>SUB TOTAL (Kshs)</b>				
<b>VAT 16%</b>				
<b>TOTAL VAT INCLUSIVE (Kshs)</b>				
<b>b) Crane Spares for Eldoret Transformer Workshop</b>				
<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>QTY</b>	<b>Unit Price DDP Vat Excl. (Kshs)</b>	<b>Sub-total DDP Vat Excl. (Kshs)</b>
Hoist motor assembly	pc	1		
Brake assembly	pc	2		
Remote joystick and charger	pc	2		
Contactora G/170303 3RT 1016 IAP01	pc	3		
Contactora three phase ac 415 vilt > 12 amp motor 7.5 hp	pc	3		
Pendant 1302 .... 012 12 core	pc	2		
ac / dc rectifier	pc	2		
Brake disk free from asbestos	pc	2		
<b>SUB TOTAL (Kshs)</b>				
<b>VAT 16%</b>				
<b>TOTAL VAT INCLUSIVE (Kshs)</b>				

<b>c) Crane Spares for Mbaraki Transformer Workshop</b>				
<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>QTY</b>	<b>Unit Price DDP Vat Excl. (Kshs)</b>	<b>Sub-total DDP Vat Excl. (Kshs)</b>
Hoist motor assembly	pc	1		
Brake assembly	pc	2		
Brake disk rotor	pc	4		
Contactora k23	pc	2		
Contactora k24	pc	2		
Contactora k 20	pc	2		
Pendant 1302 .... 012 12 core	pc	2		
ac / dc rectifier . 400v 3.0A 1.034.000.4	pc	1		
Long traverse motor	pc	2		
Cross tranvers motor	pc	1		
Wire rope	pc	1		
Long transver gear box shaft seal	pc	4		
Long transver gear box seal	pc	2		
<b>SUB TOTAL (Kshs)</b>				
<b>VAT 16%</b>				
<b>TOTAL VAT INCLUSIVE (Kshs)</b>				

**Name of Tenderer:** \_\_\_\_\_

**Name & Designation of Authorized Person signing the Tender:** \_\_\_\_\_

**Signature of authorized person signing the Tender:** \_\_\_\_\_

**Stamp of Tenderer and Date:** \_\_\_\_\_

**Notes:**

1. The term of the ensuing contract shall be one (1) year from commencement date.
2. Bidders offered prices **MUST** be rounded to two decimal places.
3. The grand totals should be the same as the tender sum indicated in the Form of Tender and correctly computed.

## Appendix B

### 16. MANUFACTURER'S WARRANTY FORM

**To Be Submitted On Manufacturer's Letterhead)**

**To:**

The Kenya Power & Lighting Company Plc,  
Stima Plaza, Kolobot Road, Parklands,  
P.O Box 30099 – 00100,  
Nairobi, Kenya.

**RE: MANUFACTURER'S WARRANTY FOR GOODS REQUIRED UNDER TENDER NO**  
**..... TO BE SUPPLIED BY .....***(indicate your name or the supplier you have authorized)*

**WE HEREBY WARRANT THAT:**

- a) The Goods to be supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.
- b) The Goods in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use of the Goods under the conditions obtaining in Kenya.

The Warranty will remain valid for \_\_\_\_\_ after the Goods, or any portion thereof as the case may be, have been delivered and accepted to the final destination indicated in the contract.

DATED THIS..... DAY OF.....20.....

\_\_\_\_\_  
Signature of duly authorised person for and on behalf of the Manufacturer.

\_\_\_\_\_  
Name and Capacity of duly authorised person signing on behalf of the Manufacturer.

#### **NOTES TO TENDERERS AND MANUFACTURERS**

1. *Only a competent person in the service of the Manufacturer should sign this letter of authority.*
2. *Provide full contact details including physical address, e-mail, telephone numbers and the website on the Warranty.*

## Appendix C

### 1. List of Goods and Delivery Schedule

[KPLC shall fill in this table, with the exception of the column "Tenderer's offered Delivery date" to be filled by the tenderer]

Tender No: KP1/9A.3/OT/19/22-23

Tender Name: SUPPLY & INSTALLATION OF ELECTRICAL PLANT EQUIPMENT

Item Description	Unit of Measure	Qty	Latest Delivery Date / Period	Tenderer's offered Delivery date  to be provided by the tenderer]	
<b>Lot 1 - Manufacturers/Authorized Dealers/Agents only.</b>					
40-TON (20TON X 2) ELECTRIC OVERHEAD TRAVELLIN G CRANE	MATERIAL SUPPLY-Electric Overhead Travelling CRANE (Design, manufacture, inspection, supply to site of Electric Overhead Travelling Crane Assembly)	SET	1	9 months after LPO issue	
	Erection, painting and Commissioning of Electric Overhead Travelling crane as per specification.	SET	1	3 months after material supply	
	Spares supply				
	Motor gearbox coupler	Pcs	2	9 months after LPO issue	
	Brake disc	Pcs	5	9 months after LPO issue	
	Pendant push button	Pcs	2	9 months after LPO issue	
	Fuse applied in the control system	Pcs	10	9 months after LPO issue	
	Contactor applied in the control system	Pcs	3	9 months after LPO issue	
	Voltage rectifier similar to the one that will be applied in the control system	Pcs	2	9 months after LPO issue	
Hoist motor	Pcs	1	9 months after LPO issue		
<b>Lot 2 – Local Bidder</b>					
Transformer vacuuming and oil filtration plant	SET	1	12 months after LPO issue		



<b>Lot 3 – Local Bidder</b>				
<b>a) Crane Spares for Isiolo Road Transformer Workshop</b>				
<b>Item Description</b>	<b>Unit of Measure</b>	<b>Qty</b>	<b>Latest Delivery Date / Period</b>	<b>Tenderer's offered Delivery date[ to be provided by the tenderer]</b>
Brake assembly	pc	3	4 months after LPO issue	
Hoisting motors assembly	pc	1	4 months after LPO issue	
Pendant 1302 .... 012 12 core	pc	2	4 months after LPO issue	
Brake disk free from assbestors	pc	2	4 months after LPO issue	
Ac/ dc recticfier	pc	2	4 months after LPO issue	
Long transvers travel motor assembly	pc	1	4 months after LPO issue	
Short transvers ( trolley motors)	pc	1	4 months after LPO issue	
<b>b) Crane Spares for Eldoret Transformer Workshop</b>				
<b>Item Description</b>	<b>Unit of Measure</b>	<b>Qty</b>	<b>Latest Delivery Date / Period</b>	<b>Tenderer's offered Delivery date[ to be provided by the tenderer]</b>
Hoist motor assembly	pc	1	4 months after LPO issue	
Brake assembly	pc	2	4 months after LPO issue	
Remote joystick and charger	pc	2	4 months after LPO issue	
Contactora G/170303 3RT 1016 IAP01	pc	3	4 months after LPO issue	
Contactora three phase ac 415 vilt > 12 amp motor 7.5 hp	pc	3	4 months after LPO issue	
Pendant 1302 .... 012 12 core	pc	2	4 months after LPO issue	
ac / dc rectifier	pc	2	4 months after LPO issue	
Brake disk free from asbestos	pc	2	4 months after LPO issue	
<b>c) Crane Spares for Mbaraki Transformer Workshop</b>				
<b>Item Description</b>	<b>Unit of Measure</b>	<b>Qty</b>	<b>Latest Delivery Date / Period</b>	<b>Tenderer's offered Delivery date[ to be provided by the tenderer]</b>
Hoist motor assembly	pc	1	4 months after LPO issue	
Brake assembly	pc	2	4 months after LPO issue	

Brake disk rotor	pc	4	4 months after LPO issue	
Contactora k23	pc	2	4 months after LPO issue	
Contactora k24	pc	2	4 months after LPO issue	
Contactora k 20	pc	2	4 months after LPO issue	
Pendant 1302 .... 012 12 core	pc	2	4 months after LPO issue	
ac / dc rectifier . 400v 3.0A 1.034.000.4	pc	1	4 months after LPO issue	
Long traverse motor	pc	2	4 months after LPO issue	
Cross transvers motor	pc	1	4 months after LPO issue	
Wire rope	pc	1	4 months after LPO issue	
Long transver gear box shaft seal	pc	4	4 months after LPO issue	
Long transver gear box seal	pc	2	4 months after LPO issue	

**Notes:**

1. Supplier will be expected to adhere to the actual delivery schedule indicated in the official Purchase Order
2. All deliveries shall be made to **KPLC, Isiolo Road Stores** or as otherwise indicated in accordance with the delivery schedule

## 2. Guaranteed Lead Time (GLT)

[This table shall be filled in by KPLC. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)].

Tender No: KP1/9A.3/OT/19/22-23

Tender Name: SUPPLY & INSTALLATION OF ELECTRICAL PLANT EQUIPMENT

Item Description	Unit of Measure	Qty	KPLC Projected Latest Delivery/Completion Period	Tenderer's offered Latest Delivery Period (Please indicate GLT)	
<b>Lot 1 - Manufacturers/Authorized Dealers/Agents only.</b>					
40-TON (20TON X 2) ELECTRIC OVERHEAD TRAVELLING CRANE	MATERIAL SUPPLY-Electric Overhead Travelling CRANE (Design, manufacture, inspection, supply to site of Electric Overhead Travelling Crane Assembly)	SET	1	9 Month after LPO issued	
	Erection, painting and Commissioning of Electric Overhead Travelling crane as per specification.	SET	1	3 months after material supply	
	Spares supply				
	Motor gearbox coupler	Pcs	2	9 Month after LPO issued	
	Brake disc	Pcs	5	9 Month after LPO issued	
	Pendant push button	Pcs	2	9 Month after LPO issued	
	Fuse applied in the control system	Pcs	10	9 Month after LPO issued	
	Contactor applied in the control system	Pcs	3	9 Month after LPO issued	
	Voltage rectifier similar to the one that will be applied in the control system	Pcs	2	9 Month after LPO issued	
Hoist motor	Pcs	1	9 Month after LPO issued		
<b>Lot 2 – Local Bidder</b>					
Transformer vacuuming and oil filtration plant	Set	1	12 Month after LPO issued		

**Lot 3 – Local Bidder****a) Crane Spares for Isiolo Road Transformer Workshop**

<b>Item Description</b>	<b>Unit of Measure</b>	<b>Qty</b>	<b>KPLC Projected Latest Delivery Period</b>	<b>Tenderer's offered Latest Delivery Period (Please indicate GLT)</b>
Brake assembly	pc	3	4 Month after LPO issued	
Hoisting motors assembly	pc	1	4 Month after LPO issued	
Pendant 1302 .... 012 12 core	pc	2	4 Month after LPO issued	
Brake disk free from asbestors	pc	2	4 Month after LPO issued	
Ac/ dc rectifier	pc	2	4 Month after LPO issued	
Long transvers travel motor assembly	pc	1	4 Month after LPO issued	
Short transvers ( trolley motors)	pc	1	4 Month after LPO issued	

**b) Crane Spares for Eldoret Transformer Workshop**

<b>Item Description</b>	<b>Unit of Measure</b>	<b>Qty</b>	<b>KPLC Projected Latest Delivery Period</b>	<b>Tenderer's offered Latest Delivery Period (Please indicate GLT)</b>
Hoist motor assembly	pc	1	4 Month after LPO issued	
Brake assembly	pc	2	4 Month after LPO issued	
Remote joystick and charger	pc	2	4 Month after LPO issued	
Contactora G/170303 3RT 1016 IAP01	pc	3	4 Month after LPO issued	
Contactora three phase ac 415 vilt > 12 amp motor 7.5 hp	pc	3	4 Month after LPO issued	
Pendant 1302 .... 012 12 core	pc	2	4 Month after LPO issued	
ac / dc rectifier	pc	2	4 Month after LPO issued	
Brake disk free from asbestos	pc	2	4 Month after LPO issued	

**c) Crane Spares for Mbaraki Transformer Workshop**

<b>Item Description</b>	<b>Unit of Measure</b>	<b>Qty</b>	<b>KPLC Projected Latest Delivery Period</b>	<b>Tenderer's offered Latest Delivery Period (Please indicate GLT)</b>
Hoist motor assembly	pc	1	4 Month after LPO issued	
Brake assembly	pc	2	4 Month after LPO issued	
Brake disk rotor	pc	4	4 Month after LPO issued	

Contactora k23	pc	2	4 Month after LPO issued	
Contactora k24	pc	2	4 Month after LPO issued	
Contactora k 20	pc	2	4 Month after LPO issued	
Pendant 1302 .... 012 12 core	pc	2	4 Month after LPO issued	
ac / dc rectifier . 400v 3.0A 1.034.000.4	pc	1	4 Month after LPO issued	
Long traverse motor	pc	2	4 Month after LPO issued	
Cross transvers motor	pc	1	4 Month after LPO issued	
Wire rope	pc	1	4 Month after LPO issued	
Long transver gear box shaft seal	pc	4	4 Month after LPO issued	
Long transver gear box seal	pc	2	4 Month after LPO issued	

**Notes:**

1. Suppliers will be expected to adhere to the actual delivery schedule indicated in the official Purchase Order
2. All deliveries shall be made to KPLC, Isiolo Road Workshop Stores
4. Contract will be for a period of twelve (12) months.

## Appendix D

### SECTION II - TENDER DATA SHEET

The following specific data for the Facilities to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																
<b>A. General</b>																	
ITT 1.1	<p>The reference number of the Invitation to Tender is: Tender No. KP1/9A.03/OT/19/22-23</p> <p>The Procuring Entity is: <b>The Kenya Power and Lighting Co. PLC</b></p> <p>The name of the Contract is: <b>Supply, Installation and Commissioning of Electrical Equipment</b></p> <p>The number and identification of this Invitation for Tenders is: <b>RFx No. 1000002235</b></p> <p>Detail of the Goods being procured are as tabulated below;</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Brief Description</th> <th>Unit of Measure</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>40-Ton (20ton X 2) Electric Overhead Travelling Crane</td> <td>Set</td> <td>1</td> </tr> <tr> <td>2.</td> <td>Transformer Vacuuming And Oil Filtration Plant</td> <td>Set</td> <td>1</td> </tr> <tr> <td>3.</td> <td>Crane spares</td> <td>PC</td> <td>various</td> </tr> </tbody> </table>	No.	Brief Description	Unit of Measure	Quantity	1.	40-Ton (20ton X 2) Electric Overhead Travelling Crane	Set	1	2.	Transformer Vacuuming And Oil Filtration Plant	Set	1	3.	Crane spares	PC	various
No.	Brief Description	Unit of Measure	Quantity														
1.	40-Ton (20ton X 2) Electric Overhead Travelling Crane	Set	1														
2.	Transformer Vacuuming And Oil Filtration Plant	Set	1														
3.	Crane spares	PC	various														
ITT 2.1	<p><b>Electronic – Procurement System</b></p> <p>KPLC shall use the following electronic-procurement system to manage this tendering process: <i>SAP Tendering Portal on <a href="http://www.kplc.co.ke">www.kplc.co.ke</a> (NB: Bidders are required to be registered via this link to be able to participate in this tender)</i></p> <p>The electronic-procurement system shall be used to manage the following aspects of the tendering process:  <i>(Issuing Tendering document, submission of Tenders, opening of Tenders)</i></p> <p>Proof of receipt will be done via the bidder's <b>Submitted Response Number</b> for RFx .....</p>																
ITT 4.1	<p><b>This invitation to tender is open to Manufacturers/Authorized dealers/Agents and General Bidders as per the lots allocation below:</b></p> <table border="1"> <thead> <tr> <th>No</th> <th>Lot No</th> <th>Bidders Eligible</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Lot 1</td> <td>Manufacturers/Authorized Dealers/Agents only</td> </tr> <tr> <td>2</td> <td>Lot 2</td> <td>Local Bidders only</td> </tr> <tr> <td>3</td> <td>Lot 3</td> <td>Local Bidders only</td> </tr> </tbody> </table>	No	Lot No	Bidders Eligible	1	Lot 1	Manufacturers/Authorized Dealers/Agents only	2	Lot 2	Local Bidders only	3	Lot 3	Local Bidders only				
No	Lot No	Bidders Eligible															
1	Lot 1	Manufacturers/Authorized Dealers/Agents only															
2	Lot 2	Local Bidders only															
3	Lot 3	Local Bidders only															
ITT 4.2	<p>Definition of relative shall be as provided for under <b>Section 59(2)(b)</b> of the Public Procurement and Asset Disposal Act, 2015</p>																

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 4.3 (c)	<p>Legal Representative shall refer to the person duly authorized through a Power of Attorney to sign documents on behalf of the tenderer. The written confirmation of authorization to sign on behalf of the tenderer shall consist of;</p> <p>(a) A company resolution in case of a Director signing (not applicable where the company has got only one director, or where all Directors have signed)</p> <p>(b) Power of attorney where a person other than the director signing accompanied by a company resolution.</p>
ITT 4.7	<p>1) A list of debarred firms and individuals is available on the PPRA's website: <a href="http://www.ppra.go.ke">www.ppra.go.ke</a></p> <p>2) Tenderers with any record of <b>unethical practice</b> or <b>unsatisfactory</b> or <b>default in performance</b> shall NOT be considered for evaluation, award or otherwise. For avoidance of doubt, this shall include any tenderer with unresolved case(s) in its conduct or performance obligations for more than two (2) months in any contract.</p> <p>3) Tenderers with more than 50% overdue KPLC orders are not eligible for award.</p>
<b>B. Tendering Document</b>	
ITT 7.1	There will be a mandatory site visit meeting on <b>11<sup>th</sup> May 2023 at Isiolo Road Workshop off Enterprise Road, Nairobi at 10.00am to 4.00pm</b>
ITT 8.1	The pre-tender conference will be held on <b>11<sup>th</sup> May 2023 at Isiolo Road Workshop off Enterprise Road, Nairobi at 9.00am to 10.00am.</b>
ITT 8.2	The questions to reach KPLC not later than <b>seven (7) days</b> before tender closing date.
ITT 8.3	Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works will be published on the website <a href="http://www.kplc.co.ke">www.kplc.co.ke</a>
ITT 9.1	KPLC shall publish its response at the website through an addendum for general queries or email for specific queries
<b>C. Preparation of Tenders</b>	
ITT 13.1 (j)	The Tenderer shall submit the following additional documents in its Tender: (not applicable)
ITT 15.1	Alternative Tenders shall not be considered.
ITT 15.2	<p>Alternatives to the Time Schedule shall not permitted.</p> <p>If alternatives to the Time Schedule are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 15.4	<p>Alternative technical solutions shall be permitted for the following parts of the Plant and Installation Services: as further detailed in the Specification. (not applicable)</p> <p>If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p>
ITT 17	<p>1. Pursuant to ITT 17, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to execute, complete and maintain the Works in the contract if its Tender is accepted.</p> <p>2. The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction –</p> <p>a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's Authorization Form in the Tender Document.</p> <p>b) that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide -</p> <p>(i.) Audited Financial Statements (Audited Accounts) that are reported within eighteen (18) calendar months of the date of the tender document. The Statements must be stamped and signed by the Auditors who must be currently registered by ICPAK.</p> <p>(ii.) For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six (6) months prior to the Date of the Tender Document. The copies should be certified by the Bank issuing the statements. The certification should be original.</p> <p>(iv.) A valid and current Tax Compliance Certificate (TCC) issued by KRA. The Tenderer is strongly advised to confirm the authenticity of the TCC with KRA's Compliance Department to avoid rejection of its Tender.</p> <p>(iv.) evidence of adequacy of working capital for this Contract eg. access to line(s) of credit and availability of other financial resources</p> <p>c) that the Tenderer has the technical and/or production capability necessary to perform the contract.</p> <p>d) that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Technical Specifications.</p> <p>e) that the Tenderer has the technical and management capability necessary to perform the contract. These are as per the Qualification Information Form which includes :-</p> <p>(i.) documents showing qualifications and experience of key site management and technical personnel proposed for the Contract.</p>



Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>(ii.) employment records including contracts of employment for all key personnel</p> <p>(v.) The Tenderer's undertaking that the key site management and technical personnel will be available for the contract</p> <p>(vi.) List and evidence of ownership/lease of contractor's equipment proposed for carrying out the Works</p> <p>f) that the Tenderer is duly classified and currently registered by NCA, ERC, the National Treasury, the County Treasury or any other relevant authorized body as capable of performing the Works under the contract. The Tenderer will furnish KPLC with a copy of the registration certificate and copy of renewal receipt. KPLC reserves the right to subject the certificate and receipt to authentication.</p> <p>g) information regarding any litigation or arbitration current or during the last five (5) years, in which the Tenderer is involved, the parties concerned and disputed amount; and</p> <p>h) detailed proposals for subcontracting components of the Works amounting to more than twenty percent (20%) of the Contract Price.</p> <p>f) tenderer's confirmation that at least forty percent (40%) of their supplies is sourced from citizen contractors, where applicable.</p> <p>3. Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.</p>
ITT 18	<p>1. The Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the Tender Document of all the Works that the Tenderer proposes to perform under the contract.</p> <p>2. The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p> <p>3. The documentary evidence of conformity of the Works to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -</p> <p>a) a detailed description of the essential technical and performance characteristics of the Works whether in brochures, catalogues, drawings or otherwise,</p> <p>b) a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the Works for a minimum period of six (6) months following usage of the Works after the official handing over to KPLC, and,</p> <p>c) Duly completed Schedule of Guaranteed Technical Particulars (GTP) as per Tender Specifications demonstrating substantial responsiveness of the goods and service to those specifications and, if any, a statement of deviations and exceptions to the provisions of the Technical Specifications.</p> <p>d) duly completed Price Schedule and/or BQs' in compliance with KPLC's schedule of requirements and/or BQs requirements or, a Statement of Deviations and exceptions to the</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>provisions of KPLC's schedule of requirements and/or BQs' requirements.</p> <p>For (a), (b) and (c) above, the literature, drawings and data shall be those from the Manufacturer.</p> <p>4. For purposes of the documentary and other evidence to be furnished pursuant to subparagraphs 3.21.1, 3.21.2 and paragraph 3.22, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPLC in its schedule of requirements and/or BQs' are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KPLC's satisfaction that the substitutions ensure substantial equivalence to those designated in the BQs'.</p> <p>5. <i>Demonstration(s), Inspection(s) and Test(s)</i></p> <p>a) Where required, all Tenderers shall demonstrate ability of performance of the required Works in conformity with the schedule of requirements and/or Bills of Quantities.</p> <p>b) KPLC or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.</p> <p>c) The bidder shall meet the cost of demonstration, inspection and test while KPLC shall meet the cost of air travel to the nearest airport and accommodation of its nominated officers inspecting and witnessing tests. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC. In all cases, the equipment used for tests must be validly calibrated by the national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).</p> <p>d) Demonstration and/or Inspection and/or Test Report(s) shall be completed upon conclusion of the demonstration/ inspection/ tests. This Report will be considered at time of evaluation and or award.</p> <p>6. <i>Warranty</i></p> <p>a) Where required in the Tender, all Tenderers must also provide a Warranty that warrants that any part of the Works that comprises any equipment, the equipment to be provided under the contract are new, unused and or are of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.</p> <p>b) The Warranty shall also warrant that the equipment in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the equipment under the conditions obtaining in Kenya.</p> <p>c) This warranty will remain valid for the period indicated in the special conditions of contract after the goods, or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination indicated in the contract.</p>
ITT 19	<p><i>Tender rates and prices:</i></p> <p>1. The Tenderer shall indicate on the Price Schedule and/or Bill of Quantities, the unit</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>rates and prices (where applicable) and total tender price of the Works it proposes to perform under the contract.</p> <p>2. The Tenderer shall fill in rates and prices for all items of the Works described in the Price Schedule and/or BQs. Items for which no rates or price is entered by the Tenderer will not be paid for by KPLC when executed and shall be deemed covered by other rates and prices in the Price Schedule and/or BQs.</p> <p>3. Prices and rates indicated on the Price Schedule and/or BQs shall be inclusive of all costs for the Works including insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of KPLC (where applicable) or other specified site(s). No other basis shall be accepted for evaluation, award or otherwise.</p> <p>4. Price Schedule and/or BQ rates and prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.</p> <p>5. For the avoidance of doubt, Tenderers shall quote on <i>Delivered Duty Paid (DDP)</i> basis. No other basis shall be accepted for evaluation, award or otherwise.</p> <p>6. Section 20 of the Insurance Act Cap 487 requires all imports to the country to be insured with a local insurance company. It is now mandatory for all marine cargo imports to adhere to this requirement.</p> <p>7. A price that is derived by a disclosed incorporation or usage of an internationally accepted standard formula shall be acceptable within the meaning of this paragraph.</p>
ITT 19.1	<p>Prices quoted for each item (contract) shall correspond at least to <b>100%</b> of the items specified for each (contract).</p> <p>Prices quoted for each item shall correspond at least to <b>100%</b> of the quantities specified for this item.</p>
ITT 19.5	Tenderers shall quote on <b>Delivery Duty Paid (DDP)</b>
ITT 19.5 (a) and (d)	Place of final destination shall be <b>Isiolo Road Transformer Workshop</b> as specified under Section V – Schedule of Requirements.
ITT 19.7	The prices quoted by the Tenderer <b>shall not</b> be subject to adjustment during the performance of the Contract.
ITT 20.1	The price offered by local bidders <b>shall be</b> in Kenya Shillings
ITT 21.1	The Tender validity period shall be <i>one hundred and eighty (180) days</i> after date of tender opening. A Tender valid for shorter period shall be <i>rejected</i> .
ITT 21.3 (a)	<p>The Tender price shall be adjusted by the following factor(s): _____</p> <p><i>[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i></p>

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ITT 22.1	<p>A Tender Security "<i>shall be</i>" required.</p> <p>A Tender-Securing Declaration "<i>shall not be</i>" required.</p> <p>A Tender Security valid for <b>210 days</b> after the date of bid submission shall be required in form of bank guarantee only and in the given amounts as stated below.</p> <table border="1" data-bbox="483 551 1522 748"> <tr> <td data-bbox="483 551 683 636">Bid security amount</td> <td data-bbox="683 551 791 636">Lot 1</td> <td data-bbox="791 551 1522 636">Kshs. 500,000.00 (Five Hundred Thousand Kenya shillings only)</td> </tr> <tr> <td data-bbox="483 636 683 712"></td> <td data-bbox="683 636 791 712">Lot 2</td> <td data-bbox="791 636 1522 712">Kshs. 300,000.00 (Three Hundred Thousand Kenya shillings only)</td> </tr> <tr> <td data-bbox="483 712 683 748"></td> <td data-bbox="683 712 791 748">Lot 3</td> <td data-bbox="791 712 1522 748">Kshs. 50,000.00 (Fifty Thousand Kenya shillings only)</td> </tr> </table> <p><i>The Original Tender Security should be kept in an envelope clearly labelled with the Tender number &amp; name, and shall be deposited in the Tender Security Box ON 3<sup>RD</sup> FLOOR SUPPLY CHAIN RECEPTION AT STIMA PLAZA, KOLOBOT ROAD, on or before the opening date and time.</i></p>	Bid security amount	Lot 1	Kshs. 500,000.00 (Five Hundred Thousand Kenya shillings only)		Lot 2	Kshs. 300,000.00 (Three Hundred Thousand Kenya shillings only)		Lot 3	Kshs. 50,000.00 (Fifty Thousand Kenya shillings only)
Bid security amount	Lot 1	Kshs. 500,000.00 (Five Hundred Thousand Kenya shillings only)								
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	Lot 3	Kshs. 50,000.00 (Fifty Thousand Kenya shillings only)								
ITT 23.1	All tenders shall be submitted through the KPLC SAP online tendering portal in PDF format									
ITT 23.3	<p>The written confirmation of authorization to sign on behalf of the Tenderer shall consist of:</p> <p>a) A company resolution in case of a Director/Partner signing (not applicable for sole proprietorship or where the company has got only one director, or where all Directors have signed) or;</p> <p>(b) <b>Power of Attorney</b> where a person other than the director / Partner/ Owner is signing.</p>									
<b>D. Submission and Opening of Tenders</b>										
ITT 25.1	Mode of submission will be electronic through the KPLC (Central Office) SAP tendering portal.									
ITT 27.1	Withdrawals, substitutions, and modifications to be done online through KPLC tendering portal									
ITT 28.1	Public opening will be done through the KPLC tendering portal at Stima Plaza, Auditorium as specified in the KPLC Tendering Portal for <b>SUBMITTED</b> tenders only.									
ITT 28.8	The number of representatives of the Procuring Entity to sign is a minimum of three.									
<b>E. Evaluation, and Comparison of Tenders</b>										
ITT 33.3	Deviations, reservations or omissions shall not apply.									
ITT 34.2	Subject to section 79(2)(b) of the Act, any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive as per Regulation 74(2) of the PPADR.									

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 35.1	The currency that shall be used for tender evaluation and comparison purposes is Kenya Shilling.
ITT 36.2	A margin of preference <b>shall not</b> be allowed.
ITT 37.4 (e)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Time for Completion: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria];</i></p> <p>(b) Life cycle costs: the projected operating and maintenance costs during the life of the goods or equipment <i>[insert Yes or No, if yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria];</i></p> <p>(c) Functional Guarantees of the Facilities <i>[insert Yes or No, If Yes, insert methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(d) Work, services, facilities, etc., to be provided by KPLC <i>[insert Yes or No, if yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria];</i></p> <p>(e) <i>[insert any other specific criteria here and provide details in Section III, Evaluation and Qualification Criteria]</i></p>
ITT 37.6	Tenderers shall be <b>allowed/not allowed</b> ( <i>select one</i> ) to quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
ITT 41	<p><i>Mode of award shall be in accordance with the following:</i></p> <ol style="list-style-type: none"> <li>1. Award shall be on lot by lot basis to the lowest evaluated bidder per lot.</li> <li>2. Only bidders who meet the  Delivery period will qualify for award.</li> <li>3. Notwithstanding (1) above if the price of the lowest bidder exceeds the market price, the lot shall not be awarded but recommended for retendering.</li> <li>4. Timely Delivery as per delivery schedule and satisfactory performance of at least 50% delivery on previous orders; except where the delays are attributable to KPLC.</li> </ol>
ITT 45	The Standstill Period is 14 Days after the date KPLC has transmitted to all Tenderers that submitted a Tender, the Notification of its Intention to Award the Contract to the successful Tenderer.
ITT 52.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>For the attention: <i>[Public Procurement Administrative Review Board]</i> Title/position: <i>[The Secretary]</i> Procuring Entity: <b>[The Kenya Power and Lighting Co. PLC]</b> Email address: <u>JMuigai@kplc.co.ke</u>, <u>PMuchori@kplc.co.ke</u>, <u>procurement@kplc.co.ke</u>, <u>EWaitara@kplc.co.ke</u></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of the Tendering Documents; and</li><li>2. the Procuring Entity's decision to award the contract.</li></ol>