



KENYA ELECTRICITY GENERATING COMPANY PLC

TENDER No. KGN-HYD-054-2021

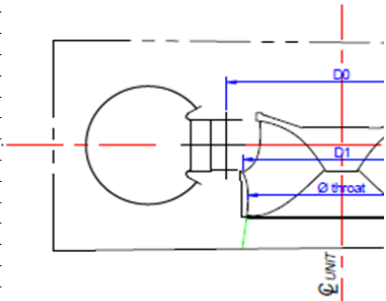
**TENDER FOR DESIGN, MANUFACTURE, DELIVERY,
INSTALLATION, TEST & COMMISSIONING OF TWO (2) NEW
FRANCIS TURBINE RUNNERS FOR UNITS 2 & 3 AT GITARU HYDRO
ELECTRIC POWER PLANT**

CLARIFICATION NO. 3

Date: 31st January 2022

In accordance with the “Tender for Design, Manufacture, Delivery, Installation, Test & Commissioning Of Two (2) New Francis Turbine Runners For Units 2 & 3 At Gitaru Hydro Electric Power Plant”, KenGen Hereby Issues Clarification No 3 as follows;

NO.	CLARIFICATION SOUGHT	KENGEN RESPONSE
1.	<p>Operation Data:</p> <ul style="list-style-type: none"> • Most frequent operating points. • Hours of operation. • Pressure pulsations: maximum values. • Cavitation behavior (if any). • Fault history. • Signs of sediment damage (if any). • Historical record of interventions carried out on each turbine (turbines 2&3) <p>Basic Data:</p> <ul style="list-style-type: none"> • Original Hill-Chart, turbines 2&3 • Model test Report,, turbines 2&3 • Runner diameters: <ul style="list-style-type: none"> o D1: blade inlet edge diameter at crown side o Ø Throat o BØ (Distributor height) o DØ (Wicket gate pitch circle diameter) • Elevation of center-line distributor • “The operating range of the new runners shall be between 10 to 82 MW or wider”. Was it a mistake?. CHECK (It is not possible to guarantee this operating range for Francis turbines) • Water Analysis (Solid content in water: size, chemical features, hardness) • It is acceptable the design to be based on a reference (homologous) model test, being the differences verified through CFD?. The existing reference model shall have similar specific speed as the Gitaru prototype turbines • Hydraulic Circuit (cross and plant view) • Air inlet system <p>Drawings</p> <ul style="list-style-type: none"> Detailed drawings of head cover and bottom ring interfaces with runner, including moving and fixed labyrinth seals. Drawings and details of the coupling interface with the shaft. Are the coupling bolts included in the supply? (we believe they shall be replaced) 	<p>Optimization range for existing runners is already in the tender document.</p> <p>Basic data of existing equipment is already in the tender document.</p> <p>Drawing issues have been answered in previous clarifications.</p>
2.	<p>Drawings and details of the coupling interface with the shaft. Are the coupling bolts included in the supply? (we believe they shall be replaced)</p> <p>Drawings and/or P&ID for the existing auxiliaries showing size of pipes, number and characteristics of the installed devices, filters, coolers, valves, pumps (if any) etc.</p> <p>Drawings with dimensions on the available space for running the piping layout, including limits of the supply.</p> <p>Bearing instruments list including the available inputs at the Unit Control System for connecting them, expected alarms, etc.</p>	<p>Drawing issues have been answered in previous clarifications.</p>
3.	<p>Drawings</p> <ul style="list-style-type: none"> Information on discharge ring's disconnection mechanism (drawings) Information on discharge ring's disconnection mechanism (drawings) Drawings of the turbine shaft and stationary components to evaluate accessibility, surface areas for sand blasting and painting, areas to be ND Tested, surfaces to be machined. Drawings showing the layout of the machinery house and particularly the maintenance bay. <p>Basic Data:</p> <ul style="list-style-type: none"> Weight of the main components to be handled during disassembly and reassembly, such as generator rotor, generator shaft, thrust bearing, etc. Available lifting devices and special lifting gear (bridge cranes quantity and capacity, existing lifting devices, available slings, pins, shackles, etc.) 	<p>Drawing issues have been answered in previous clarifications.</p>



NO.	CLARIFICATION SOUGHT	KENGEN RESPONSE										
		Lifting devices of sufficient capacity available for all components.										
4.	<table border="1"> <tr> <td data-bbox="288 349 799 376">10% down payment</td> <td data-bbox="799 349 1182 376"></td> </tr> <tr> <td data-bbox="288 376 799 403">45% upon design , factory tests, delivery to the site, training.</td> <td data-bbox="799 376 1182 403">Can we certify model test and engineering?</td> </tr> <tr> <td data-bbox="288 403 799 461">15% upon successful erection and commissioning per unit against Taking Over Certificate</td> <td data-bbox="799 403 1182 461">It is not defined when Taking Over Certificates is to be issued. Is it going to be after Operational Acceptance?. Please, confirm</td> </tr> <tr> <td data-bbox="288 461 799 488">10% on completion of Defects Liability period</td> <td data-bbox="799 461 1182 488"></td> </tr> <tr> <td data-bbox="288 488 799 524">2,5% retention for each unit upon expiry of the Warranty</td> <td data-bbox="799 488 1182 524">Is "Warranty" equivalent to <u>Defects Liability Period</u>?. Please, confirm.</td> </tr> </table>	10% down payment		45% upon design , factory tests, delivery to the site, training.	Can we certify model test and engineering?	15% upon successful erection and commissioning per unit against Taking Over Certificate	It is not defined when Taking Over Certificates is to be issued. Is it going to be after Operational Acceptance?. Please, confirm	10% on completion of Defects Liability period		2,5% retention for each unit upon expiry of the Warranty	Is "Warranty" equivalent to <u>Defects Liability Period</u> ?. Please, confirm.	<ul style="list-style-type: none"> • They are not equivalent Warranty is for the equipment. DLP is for the works done on site • Taking Over Certificate will be issued after Operational Acceptance. • Model Test and Engineering are part of the design stage
10% down payment												
45% upon design , factory tests, delivery to the site, training.	Can we certify model test and engineering?											
15% upon successful erection and commissioning per unit against Taking Over Certificate	It is not defined when Taking Over Certificates is to be issued. Is it going to be after Operational Acceptance?. Please, confirm											
10% on completion of Defects Liability period												
2,5% retention for each unit upon expiry of the Warranty	Is "Warranty" equivalent to <u>Defects Liability Period</u> ?. Please, confirm.											
5.	<table border="1"> <tr> <td data-bbox="288 911 799 1014">The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract</td> <td data-bbox="799 911 1182 1014">Exception made of delays in Contract Award for more than 56 days beyond the expiry of the initial Tender validity period (as mentioned in PART 1, SECTION II - PARTICULARS OF APPENDIX TO INSTRUCTION TO TENDERS, ITT 21.3 (a))</td> </tr> </table>	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract	Exception made of delays in Contract Award for more than 56 days beyond the expiry of the initial Tender validity period (as mentioned in PART 1, SECTION II - PARTICULARS OF APPENDIX TO INSTRUCTION TO TENDERS, ITT 21.3 (a))	As per the tender document								
The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract	Exception made of delays in Contract Award for more than 56 days beyond the expiry of the initial Tender validity period (as mentioned in PART 1, SECTION II - PARTICULARS OF APPENDIX TO INSTRUCTION TO TENDERS, ITT 21.3 (a))											
6.	<table border="1"> <tr> <td data-bbox="288 1072 799 1153">"The tender Security shall be from a registered bank by the Central Bank of Kenya"</td> <td data-bbox="799 1072 1182 1153">i) Could Security bonds be accepted. If not, ii) Could the Bank Guarantees be replaced by Cash Deposits in a registered bank by the Central Bank of Kenya?</td> </tr> <tr> <td data-bbox="288 1153 799 1220">"The performance Security shall be in the form of the Demand Bank Guarantee..."</td> <td data-bbox="799 1153 1182 1220"></td> </tr> </table>	"The tender Security shall be from a registered bank by the Central Bank of Kenya"	i) Could Security bonds be accepted. If not, ii) Could the Bank Guarantees be replaced by Cash Deposits in a registered bank by the Central Bank of Kenya?	"The performance Security shall be in the form of the Demand Bank Guarantee..."		As per the tender document						
"The tender Security shall be from a registered bank by the Central Bank of Kenya"	i) Could Security bonds be accepted. If not, ii) Could the Bank Guarantees be replaced by Cash Deposits in a registered bank by the Central Bank of Kenya?											
"The performance Security shall be in the form of the Demand Bank Guarantee..."												
7.	<table border="1"> <tr> <td data-bbox="288 1234 799 1314">"A margin of preference may be allowed on locally manufactured goods (plant and equipment) only when the contract is open to international tendering..."</td> <td data-bbox="799 1234 1182 1314">Only reference to <u>goods</u> is made. Does the margin of preference also apply to <u>services</u> rendered by Kenyan entities?</td> </tr> <tr> <td data-bbox="288 1314 799 1556">"...preferential treatment for local citizen <u>contractors</u> shall apply..."</td> <td data-bbox="799 1314 1182 1556">The Margin of preference varies from 6% up to 10%, depending on the shareholding of Kenyan Citizen. The maximum margin corresponds to either shareholdings over 50% or JV with citizen Contractors. Do these margins apply only to <u>Contractors</u> (those Bidders whose proposals have been accepted) or also they do to <u>sub-contractors</u>?</td> </tr> </table>	"A margin of preference may be allowed on locally manufactured goods (plant and equipment) only when the contract is open to international tendering..."	Only reference to <u>goods</u> is made. Does the margin of preference also apply to <u>services</u> rendered by Kenyan entities?	"...preferential treatment for local citizen <u>contractors</u> shall apply..."	The Margin of preference varies from 6% up to 10%, depending on the shareholding of Kenyan Citizen. The maximum margin corresponds to either shareholdings over 50% or JV with citizen Contractors. Do these margins apply only to <u>Contractors</u> (those Bidders whose proposals have been accepted) or also they do to <u>sub-contractors</u> ?	Margin of preference is on the contract price Margin of preference only applies to the Contractors (As per the tender document)						
"A margin of preference may be allowed on locally manufactured goods (plant and equipment) only when the contract is open to international tendering..."	Only reference to <u>goods</u> is made. Does the margin of preference also apply to <u>services</u> rendered by Kenyan entities?											
"...preferential treatment for local citizen <u>contractors</u> shall apply..."	The Margin of preference varies from 6% up to 10%, depending on the shareholding of Kenyan Citizen. The maximum margin corresponds to either shareholdings over 50% or JV with citizen Contractors. Do these margins apply only to <u>Contractors</u> (those Bidders whose proposals have been accepted) or also they do to <u>sub-contractors</u> ?											
8.	<table border="1"> <tr> <td data-bbox="288 1570 799 1713">"...the Procuring Entity shall provide sufficient, properly qualified operating and maintenance personnel, shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities and shall perform all work and services of whatsoever nature, including those required by the Contractor to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of the Appendix of the Contract..."</td> <td data-bbox="799 1570 1182 1713">It does not mention anything regarding dismantling, and re-installation of equipment. Will the Client provide qualified personnel for these works also?</td> </tr> </table>	"...the Procuring Entity shall provide sufficient, properly qualified operating and maintenance personnel, shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities and shall perform all work and services of whatsoever nature, including those required by the Contractor to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of the Appendix of the Contract..."	It does not mention anything regarding dismantling, and re-installation of equipment. Will the Client provide qualified personnel for these works also?	Bidder to read "Scope of Project" in the tender document.								
"...the Procuring Entity shall provide sufficient, properly qualified operating and maintenance personnel, shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities and shall perform all work and services of whatsoever nature, including those required by the Contractor to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of the Appendix of the Contract..."	It does not mention anything regarding dismantling, and re-installation of equipment. Will the Client provide qualified personnel for these works also?											
9.	<table border="1"> <tr> <td data-bbox="288 1727 799 1830">"The Procuring Entity shall, at its own risk and expense transport each item to the place on or near the Site as agreed upon by the Parties and make such item available to the Contractor..."</td> <td data-bbox="799 1727 1182 1830">In Section II - TENDER DATA SHEET, ITT 19.5 (a) and (d), it says that for goods to be supplied from abroad, the delivery condition shall be CIP - Place of Destination. Being so, what transportation will be assumed at the Client's own risk and expense?</td> </tr> </table>	"The Procuring Entity shall, at its own risk and expense transport each item to the place on or near the Site as agreed upon by the Parties and make such item available to the Contractor..."	In Section II - TENDER DATA SHEET, ITT 19.5 (a) and (d), it says that for goods to be supplied from abroad, the delivery condition shall be CIP - Place of Destination. Being so, what transportation will be assumed at the Client's own risk and expense?	This tender uses the incoterm DAP.								
"The Procuring Entity shall, at its own risk and expense transport each item to the place on or near the Site as agreed upon by the Parties and make such item available to the Contractor..."	In Section II - TENDER DATA SHEET, ITT 19.5 (a) and (d), it says that for goods to be supplied from abroad, the delivery condition shall be CIP - Place of Destination. Being so, what transportation will be assumed at the Client's own risk and expense?											

ACKNOWLEDGEMENT OF CLARIFICATION No. 3

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

Signed.....

Tenderer.....Date.....