

Our Ref: KETRACO/ PT/025/2025

1st August 2025

Notice to all Bidders.

TENDER ADDENDUM AND CLARIFICATION No. 2 (TAC2)**RE: EPC Construction for the Design, Supply, and Installation Services for the 132 kV Kabarnet – Rumuruti Transmission Line**

IFB OCBI No: KETRACO/PT/025/2025

The following amendments are made to the specified provisions for the bidding documents for EPC Construction for the Design, Supply, and Installation Services for the 132 kV Kabarnet – Rumuruti Transmission Line (IFB OCBI No: KETRACO/PT/025/2025).

Save where expressly amended by the terms of this clarification, the Principal Tender Document shall continue to be in full force and effect.

Find herein the ADDENDUM and CLARIFICATION No. 2, consisting of Eight (8) pages into the Principal Tender Documents as attached. This document should be returned along with the duly filled Form of Tender.

All other terms and conditions of the Request for Proposal document remains the same.


JANE VULIGWA**SENIOR MANAGER, SUPPLY CHAIN**

Tender Addendum and Clarification No. 2 of IFB OCBI No: KETRACO/PT/025/2025-Lot 1 has been received and incorporated in the Tender Documents.

Name of Tenderer (<i>in block letters</i>):	
Signature:	
Date:	
Signed for the Tenderer by (<i>Name in block letters</i>):	
In the office bearer capacity of:	

A. Addendum no 2

1. Item no. 5 of Invitation of Bids is revised as follows:
Bids must be delivered to the address below

*Attention: Senior Manager, Supply Chain
Kenya Electricity Transmission Company Limited (KETRACO)
2nd Floor, KAWI Complex, Block B
Popo Road, off Red Cross Road, South C
Nairobi, Kenya*

EAT on or before 10:00am *on 26th August 2025*. Electronic bidding will *not* be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders designated representatives and anyone who chooses to attend at the address below on *11:00am EAT on 26th August 2025*.

2. **Price Schedule:** Please take note that the following changes were made to the price schedules:
- i. The unit rates in Schedule 2, for the items 2.6, 2.7 and 2.8 corrected.
 - ii. In schedule 1, the quantity for the item 6.0 (ERS tower) changed to "0" as no need ERS towers. Subsequently, in the schedule 3, the quantity for the items 2.3 and item 11.7 also changed to "0".
 - iii. All quantity for spare parts under item 7 in the schedule 1 changed to "0" as no need spare parts.
 - iv. In the item 9(Miscellaneous), the quantity for the items 9.1, 9.2 and 9.3 also changed to "0".
 - v. In schedule 2, we have added the procurement of 10 nos. of vehicle type 1. Moreover, we kept item 7.8 in schedule 4 for provision of transport services for 10 nos. of vehicle type 1 as per clause 1.35 of Part 2 A (Employer's requirement). Apart from the procurement of vehicles, all other costs related to the transport services (fuel, driver, etc.) should be considered in item 7.8 of schedule 4.
3. **Currencies of Bid and Payment:** The following clause shall be added to Section II – Bid Data Sheet to restrict the currencies of Bid to USD and KES.

ITB 18.2	The Bidder shall express the Bid price in USD and KES only.
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B. Clarification No 2

Sr. No.	Reference	Subject	Bidder's Specific Query	KETRACO Response
1	Part 1 & 3-Bidding documents	Section III-Evaluation and Qualification Criteria Part 4.2(a)-specific experience	We kindly request an extension of one month so as to allow us sufficient time in order to offer a most comprehensive and competitive offer in this project.	The submission date has now been extended by 3 weeks hence, the new submission date is 26th August 2025.
2	Part 2-E-Schedule of Technical Information	Item 6.1: Fiber Optic Data, chromatic dispersion values	<p>We would like to confirm whether the following chromatic dispersion values for G655 fiber are acceptable (as per the technical data sheet, At 1550nm <2.0 PS/(nm.km)).</p> <p>- At 1550nm: 2.0-5.5 PS/(nm.km) - At 1565nm: 4.5-6.0 PS/(nm.km)</p> <p>It seems that most fiber manufacturers are currently unable to meet this requirement. Kindly confirm.</p>	This is not acceptable because the KETRACO OPGW system shall be unified to have maximum operability.
3	Part 1 & 3-Bidding documents	Section III-Evaluation and Qualification Criteria Part 3.2-Average Annual Turnover	<p>We are writing to respectfully request clarification and consideration regarding Clause 3.2 of the tender, which specifies a minimum average annual turnover of USD 15 million in the Power Transmission sector.</p> <p>Our firm has maintained a strong financial standing with consistent turnover exceeding this threshold, derived from large-scale infrastructure, energy, and industrial EPC projects—many of which included transmission-related elements such as substations, grid</p>	Confirmed general turnover, supported by audited financials and relevant project references is acceptable to satisfy this requirement.

			<p>connections, and overhead line works, though not always classified strictly under “Power Transmission” in audited statements. Given our proven technical capacity and financial strength to execute contracts of similar scale and complexity, we kindly request your confirmation whether general turnover, supported by audited financials and relevant project references, may be accepted to satisfy this requirement.</p> <p>We believe this approach aligns with the intention of the criterion—to ensure bidders possess the financial capacity to deliver the project successfully.</p> <p>We would appreciate your guidance on this matter.</p>	
4	Part 1 & 3-Bidding documents	Part 1 & 3- Bid Data sheet, ITB 2.1, financing	<p>As per Clarification Response Point No. 5, we understand that the subject Tender is jointly financed by African Development Bank (AfDB) & Korean Exim Bank (EDCF). In this context, we request you to provide the Break-up of the Total Funding by these two agencies.</p>	The project is jointly financed by AfDB and EDCF.
5	Part 1 & 3-Bidding documents	Part 1 & 3- Bid Data Sheet	We understand that this contract is a Unit Rate / Re-measurable contract. Please confirm.	This is confirmed
6	Part 1 & 3-Bidding documents	Part 1 & 3- Bid Data sheet, ITB 17.7 & ITB 17.9- Price Adjustment	We understand that the Contract Price is a Fixed Price Contract & is not subject to Adjustment during the entire contract period.	Please refer to the ITB 17.7 & ITB17.9 of BDS (Bid Data Sheet).
7	Part 1 & 3-Bidding documents	Part 1 & 3- Bid Data sheet, ITB 17.7 & ITB 17.9- Price Adjustment	We understand that the mode of Payment shall be Direct Bank Transfer from AfDB/ EDCF to Bidder’s account. Please confirm.	This is confirmed

8	Part 1 & 3- Bidding documents	Part 1 & 3- Contract Forms- Payment Cycle	Please confirm Payment cycle for raising of invoices.	Please refer to Appendix-2 of the Contract Agreement
9	Part 2B- Specifications	Part 2B- Item 8. Survey & setting out, item 8.2 Obtaining right of way	We understand that all expenses related to Right of Way, Way leave clearance, Access to Site shall be in the scope of client. Also, confirm whether ROW of entire route is acquired by KETRACO.	<ul style="list-style-type: none"> • Compensation for wayleaves is Employer's obligation. • Bush Clearing is Contractor's obligation. • KETRACO shall provide the Right of Way along the wayleave corridor however access to the wayleave corridor is the Contractor's obligation. • Right of Way for execution of works shall be conveniently handed to the Contractor in piece meal for the entire route.
10	Part 1 & 3- Bidding documents	Part 1 & 3-PCC clause 14- Taxes and Duties	We understand that VAT is exempted on imports of materials and equipment imported for the exclusive and direct use in the execution of the project. Accordingly, prices in Schedule 1-PLANT, EQUIPMENT AND MANDATORY SPARES SUPPLIED FROM ABROAD shall be quoted exclusive of VAT. Please confirm our understanding.	This is confirmed
11	Part 1 & 3- Bidding documents	Part 1 & 3-PCC clause 14- Taxes and Duties	We understand that VAT is exempted on local purchases for the exclusive and direct use in the execution of the project. Accordingly, prices in Schedule 2-PLANT, EQUIPMENT AND MANDATORY SPARES SUPPLIED FROM WITHIN EMPLOYER'S COUNTRY shall be quoted exclusive of VAT. Please confirm our understanding.	This is confirmed

12	Part 1 & 3-Bidding documents	Part 1 & 3-PCC clause 14-Taxes and Duties	We understand that prices in Schedule4-INSTALLATIONAND OTHER SERVICES and Schedule 3-DESIGNSERVICES are to be quoted inclusive of all taxes and duties. Please confirm our understanding.	As per the PCC clause 14, "the Tax exemptions will be applicable on all taxable goods and services imported or purchased locally for the exclusive and direct use in execution of project.
13	Part 1 & 3-Bidding documents	Part 1 & 3- Part 1 & 3- Bid Data sheet, ITB 20.1, Bid Security	We understand that the Bid Security in the form of Bank Guarantee issued by a Bank from the bidder country i.e. India shall be acceptable. Please confirm.	This is confirmed
14	Part 2B-Specifications	Clause 7.1 Tower Galvanization	Please confirm the Zinc Coating required for Tower Structures.	Kindly refer to clause 7.1 of part 2B of the tender documents.
15	Part 2E- Schedules of Technical Information	Insulator Creepage	Please confirm the Insulator Creepage to be used for this contract.	Kindly refer to Part 2E of the tender documents.
16	Part 1 & 3-Bidding documents	General Conditions of Contract (GCC), Clause 13.3, performance security	<p>Deadline for submission of the Performance Security Clause [General Conditions of Contract 13.2] stipulates that The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies..</p> <p>The Contract Price is, however, not definitively established at the date of the notification of contract award, and the fully executed Contract is still under negotiation. Consequently, the banking documentation required to issue the Performance Security (signed Contract, final Contract Price etc.) will not be available within the prescribed period.</p> <p>Accordingly, we respectfully request the Employer's written confirmation that: the period for submission of the Performance</p>	The Proposal is declined. GCC 13.2 and 13.3 applies without amendment.

			Security shall commence only upon the date on which the executed Contract and the final Contract Price have been delivered to the Contractor.	
17	Part 1 & 3- Bidding documents	Part 1 & 3- Bid Data sheet, ITB 17.7 & ITB 17.9- Price Adjustment	<p>Nature of the Contract price –fixed lump-sum price or lump-sum unit price</p> <p>The Bills of Quantities issued with the Tender Documents are expressly stated to be approximate. Clause [Particular Conditions of Contract 11] provides that “Contract prices shall not be adjustable.” To remove any ambiguity, we request the Employer’s unequivocal confirmation that the Contract shall be a fixed unit price contract. The unit rates stated in the Contractor’s Bill of Quantities shall remain fixed and binding, and payment for any item shall be calculated by multiplying the actual measured quantity of work executed by the corresponding fixed unit rate.</p>	We confirm that the contract is re-measurable and the unit rates are fixed but the quantities will be as per actual measured quantity of work.
18	Part 1 & 3- Bidding documents	PCC 8. Time for Commencement and Completion	<p>Conditions precedent to the Commencement Date The Contract presently defines the Commencement Date as 28 calendar days after the Effective Date,” without reference to the physical state of the Site or the availability of necessary rights of way. To ensure that the Commencement Date is realistically determinable and enforceable, we propose that the following conditions precedent be inserted:</p> <p>“Prior to the Commencement Date, the Employer shall have:</p> <p>(i) obtained and handed over to the Contractor unencumbered possession of the Site; and</p> <p>(ii) secured and transferred to the Contractor all permanent and temporary rights of way, easements, and accesses required for the execution of the Works.”</p>	This is not acceptable. Commencement of the contract shall be as per PCC clause 8.

19	Part 1 & 3- Bidding documents	Appendix 2. Terms and Procedures of Payment	Because the contractor has to supply 10 cars at beginning of project we apply to adjust the advance payment from 10% to 20%	This is not acceptable. Payment terms are as indicated in Appendix-2 of the Contract Agreement
20	Part 1 & 3- Bidding documents	Part 1 & 3- Bid Data sheet, ITB 20.1, Bid security	Please confirm whether bid security will be accepted in the form of a bid bond or an insurance surety bond from any financial institution in Kenya, or if it must strictly be provided as a bank guarantee?	Please refer to ITB clause 20.3 (Instruction to Bidders).
21	Part 1 & 3- Bidding documents	Part 1 & 3-Section III - Evaluation and Qualification Criteria	The requirements for Key Personnel state that the contractor's engineers, who shall form part of the key personnel, must be registered as Professional Engineers with the Engineers Board of Kenya. kindly clarify: Is it acceptable for our engineers to obtain registration as Professional Engineers with the Engineers Board of Kenya after contract award?	This is acceptable.
22	Part 1 & 3- Bidding documents	Part 1 & 3- Invitation to Bids- IFB OCBI No:	We are writing to seek clarification on the tender in subject whereas there is contradiction when it comes to the IFB OCBI No. 1. On the Advert is reads KETRACO/PT/025/2025 2. On the Minutes of Meeting is reads KETRACO/PT/014/2024 3. On the tender document and BDS it reads KETRACO/PT/001/2024 - Lot 1	Please use the IFB OCBI No. used in the advertisement and the same was used in this TAC-2. i.e. IFD OCBI No. is KETRACO/PT/025/2025