



Kenya Electricity Transmission Co. Ltd.

ADDENDUM 02

COMPLETION OF 132KV SONDU-HOMABAY-AWENDO TRANSMISSION PROJECT - TRANSMISSION LINE

ICB No.: KETRACO/PT/030/2023

The bid document have been revised as detailed below:

Refer to Clarification List no. 1 dated 10.11.2023 and Revised APPENDIX 3. INSURANCE REQUIREMENTS

Note the Tender is NATIONAL OPEN TENDER

All other terms and conditions of the tender remains the same.

User Representative: Eng. Justin Muna

Designation: Project Manager, SHA

Signature:

Date: 10/11/2023

Approved by: Peter Njehia

Designation: Senior Manager, Supply Chain

Signature:

Date: 10/11/2023

No	Clause	Reference	Description	Comment	Clarification	KETRACO Response
1	ITT 20.1	TDS	currency kenya shillings for Sch1 - abroad, sch2 Local, sch3 design .	Price schedule given allows to quote as incurred in Sch1 , Sch 3 and Sch4 for supply abroad, design and installation as foreign currency and local currency	Please clarify foreign currency is allowed for Sch 1 goods supply abroad , Sch 3 design services and sch 4 services taken from abroad	Refer to ITT 20.1: The currency(ies) of the tender shall be as follows: i. for those inputs to the Plant and Installation services that the Tenderer expects to supply from within the Employer's country, in Kenya Shillings, and further referred to as "local currency" or "Kenya Currency" ii. for those inputs to the Plant and Installation services that the Bidder expects to supply from outside the Employer's country, in local currency, iii. for the services of design and the assembly, the prices will be quoted in local currency.
2	GCC 14	GCC	Taxes and duties	Price schedule summary reads as VAT on Sch 2, Sch 3, Sch 4.	Please clarify the project , Sch1 goods from abroad is on CIP basis and all taxes are payable by ketraco .	Refer to ITT 19.5 for details on how the Contractor shall submit the Tender. More details will be discussed and elaborated with the winning bidder at negotiation stage.
3	ITT 19.5(a) and (d)	TDS	place of destination	Project site	Please specify.	The Project site is Sondu(Thurdiuoro)-Homabay(Ndhiwa) 132kV Transmission Lines
4	Appendix 3	Insurance	The amount and deductible limits, a) cargo b)Installation all risks c) Third part liability		Proposed value is very high as highlighted in the document. Please confirm is the values for this scope of contract.	Values in APPENDIX 3. INSURANCE REQUIREMENTS revised as attached
5				According to SECTION II - TENDER DATA SHEET ITT 20.1, all the whole project has to be quoted in Kenya currency. However, we are deeply worried about the continuous depreciation of Kenya shillings. The risk of the currency fluctuation will seriously affect our determination of participation in this project. We hereby sincerely request your agreement on quotation in USD dollars for all parts of the project no matter they are to be sourced within the Employer's country or not.		Bidders to strictly adhere to Instructions to Tender.
6				I would like to show our interest in participating in tender no : KETRACO - PT -030-2023. Please advise if there are any requirements for pre-bidding or registration processes before the submission along with tender documentations .		Refer to Tender documents and clarifications uploaded on our website https://www.ketraco.co.ke/procurement/tenders/open-tenders

APPENDIX 3. INSURANCE REQUIREMENTS

Insurances to be Taken Out by the Contractor

In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Procuring Entity, such approval not to be unreasonably withheld.

a) Cargo Insurance

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the construction equipment to be provided by the Contractor or its Subcontractors.

Amount	Deductible limits	Parties insured	From	To
Supply value	USD 5,000	All the parties having interest in the transport of goods	During all transports and transits	

b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

Amount	Deductible limits	Parties insured	From	To
Contract value	USD 5,000	All the parties in connection with the works at Site	From the commencement of the works at Site until the Completion date plus 18 months of Extended Maintenance	

c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Procuring Entity's personnel) and loss of or damage to property (including the Procuring Entity's property and any parts of the Facilities that have been accepted by the Procuring Entity) occurring in connection with the supply and installation of the Facilities.

Third party liability Insurance to be taken out in accordance with the laws of Kenya.

d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

Automobile Liability Insurance to be taken out in accordance with the laws of Kenya.

e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

f) Procuring Entity's Liability

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

g) Other Insurances

The Contractor is also required to take out and maintain at its own cost the following insurances:

Details:

Amount Deductible Limits Parties insured From To

The Procuring Entity shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Third-Party Liability, Workers' Compensation and Procuring Entity's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Cargo, Workers' Compensation and Procuring Entity's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

Insurances to Be Taken Out by The Procuring Entity – Not Applicable

The Procuring Entity shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Details:

Amount Deductible Limits Parties insured from _____
To _____