



**Kenya Power**

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**Our Ref: KP1/9A.3/OT/02/19-20/JM/mn**

21<sup>st</sup> January 2020

M/s -----  
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**RE: ADDENDUM NO.2 TENDER NO. KP1/9A.3/OT/02/19-20 SUPPLY AUTO LOAD  
TRANSFER SWITCH 11KV INDOOR & AUTO LOAD TRANSFER SWITCH 11KV  
OUTOOR TYPE –MANUFACTURERS ONLY**

The following clarifications and amendments are made to the Principal Tender Document (*hereinafter abbreviated as the PTD*) Supply of Auto Load Transfer Switch 11kv Indoor & Auto Load Transfer Switch 11kv Outdoor Type – Manufacturers Only. December 2019

**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.) SECTION III. CLAUSE 3. 11 TENDER PRICES ON INSTRUCTIONS TO TENDERS**

Clause 3.11.3 is hereby amended to read as follows:-

For the avoidance of doubt, Local Tenderers shall Quote on Delivered Duty Paid (DDP) basis and foreign tenderers shall quote on Delivery at Place (DAP) basis. No other basis shall be accepted for evaluation, award or otherwise.

## To help in understanding Definitions

**DAP**" wherever appearing means the Supplier or its appointed agent shall have the responsibility of shipping the goods, paying all freight costs and the discharging port charges, payment of Customs duties and taxes on behalf of KPLC ((should be made in the name of KPLC where Value Added Tax (VAT) paid at the port will be reimbursed), undertaking customs clearance of goods, transporting and delivering the goods from the port of discharge to KPLC stores or other destination as may be indicated.

**DDP**" wherever appearing means Delivered Duty Paid. The supplier's responsibilities shall include payment of all taxes, duties and levies, and delivery to KPLC stores. For avoidance of doubt, this includes Value Added Tax (VAT), Railway Development Levy (RDL) and Import Duties.'

### 3.) SECTION V - PRICE SCHEDULE FOR GOODS

**(TENDERER MUST INDICATE THE CURRENCY OF THE OFFER PRICE)**

1	2	3	4	5	6	7	8	9	10
				FOR LOCAL BIDDERS			FOR FOREIGN BIDDERS		
*KPLC Code	Description	Quantity	Count of origin	Unit price DDP VAT Exclusive	Unit Price VAT Inclusive	Total Price VAT Inclusive	Unit price DAP VAT exclusive	Unit price DAP VAT inclusive	Total price DAP, VAT inclusive

### 4.) 7.13 DELIVERY AND DOCUMENTS FOR GOODS

This clause has been amended to read "*Delivery and documents for Goods on DDP for local bidders and Delivery at Place (DAP) terms for foreign suppliers*".

### 5.) 7.14. CONSIGNMENT

**7.14.1** The whole has been amended to read as read as follows:-  
"*The term shall strictly be on Delivered Duty Paid basis for local suppliers and Delivery At Place (DAP) basis for foreign bidders.*"

**For DAP basis**

The Consignee shall be KPLC whose responsibility shall be to reimburse the supplier specific Tax(es) paid on its behalf. The supplier or its appointed agent shall have the responsibility of shipping the goods, payment of freight costs and the discharging port charges, payment of customs duties and taxes on behalf of KPLC (In the name of KPLC), customs clearance of goods, transporting and delivering the goods from the port of discharge to KPLC stores or other destination as may be indicated.

The Supplier shall submit a claim to KPLC for the refund of Value Added Tax (VAT) ONLY paid at the port of entry on its behalf. The claim shall be made by making an official request and attaching the required documents as indicated in clause below.

**6.) 7.17 SECTION VII. PAYMENT**

Clause 7.17.7 is hereby amended to read as follows:- The terms shall be strictly on DDP basis for local suppliers and Delivery At Place (DAP) basis for foreign bidders

**Add the following clause :7.17.10** "For DAP contracts, reimbursement of VAT paid at the port on behalf of KPLC shall be made promptly upon receipt of the following required documents The Supplier shall submit a claim to KPLC for the refund of VAT paid at the port on its behalf along with the invoice for the payment of goods supplied. The claim shall be made by making an official request and attaching the following set of documents to facilitate the processing of the refund of the Customs duties and taxes:-

- a) A written claim to KPLC indicating the supplier's bank's name & Branch, Name/Title of bank account Number, Account Number and the Swift code
- b) Original KRA receipt (or bank-slip)
- b) Copy of the Bill of lading/Airway bill where KPLC is the consignee of the goods
- c) Customs entry Form where KPLC is the Importer/ consignee of the goods.

The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents

7.) **CHANGE OF CLOSING DATE**

The closing date has been extended to **5<sup>th</sup> February, 2020 at 10.00 am.**

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

Yours faithfully,

**FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED**



**JANE MUIGAI**

**As SUPPLY CHAIN MANAGER, PROCUREMENT**