



Kenya Power

Central Office - P.O. Box 30099 - 00100
Telephone – 254 – 02 - 3201000
Stima Plaza, Kolobot Road
Nairobi, Kenya
www.kenyapower.co.ke

Our Ref: KP1/9AA-2/PT/16/14-15

25th September 2014

M/s

Dear Sir/Madam,

**ADDENDUM TO THE TENDER NO. KP1/9AA-2/PT/16/14-15 FOR SUPPLY OF
TREATED POWER DISTRIBUTION WOOD POLES FOR LOCAL
MANUFACTURERS - EXSTOCK**

The following amendments are made to the specified provisions of the Tender document for Supply of Treated Power Distribution Wood poles for Local Manufacturers (ex-stock) dated 19th September 2014.

1. RELATIONSHIP WITH THE PRINCIPAL TENDER DOCUMENT

Save where expressly amended by the terms of this Addendum, the Principal Tender Document 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 as part of the Principal Tender Document.

2. SECTION V – FORM A

Bidders are required to note that form A has now been replaced and shall be in the format of the attached form herewith

3. SECTION IX –TENDER FORM

Bidders are required to note that Tender form has now been replaced and shall be in the format of the attached form herewith

4. SECTION IIB –MANUFACTURERS WARRANTY FORM

The warranty form has now been replaced and shall be in the format of the attached form herewith.

Bidders are required to take note that Warranty for Treated Power Distribution Poles is 25 years from date of manufacture as shown in the Appendix to Instruction to Tenderer's section of the tender document.

5. DEADLINE FOR SUBMISSION OF TENDER

The bidders are required to take note that the tender closing time is 10.00 a.m.
Tender closing date remains Monday 6th October 2014.

All the other terms and conditions remain as per the tender document.

Yours faithfully,

For: KENYA POWER & LIGHTING COMPANY LIMITED.


ENG. JOHN OMBUI,
GENERAL MANAGER, SUPPLY CHAIN.

FORM A

Date:

Tender Number and Name:

To:

The Kenya Power & Lighting Company Limited,

Stima Plaza,

Kolobot Road, Parklands,

P.O Box 30099 – 00100,

Nairobi, Kenya.

Dear Sirs and Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to supply, deliver, install and commission (*the latter two where applicable*)(*insert goods description*) for the sum of.....(*total tender price in words and figures*) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Further, in accordance with your requirement in this tender we do hereby confirm that we do not have pending orders for Treated Wooden Poles size 11M and 12M of more than 3 months with Kenya Power.

We have the capacity to perform and shall therefore deliver the quantities quoted for within the period given in the delivery schedule.

Name of Tenderer

Name and Capacity of authorized person signing the Tender

Signature of authorized person signing the Tender

Stamp of Tenderer

TENDER FORM

Date:.....

Tender No.....

To:

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

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to supply, deliver, install and commission *(the latter two where applicable)* *(insert goods description)* in accordance and conformity with the said tender document for the sum of*(total tender amount inclusive of all taxes in words and figures)* or such sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver, install and commission the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the performance security of a licensed commercial bank in Kenya in a sum equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Limited.
- 4.* We agree to abide by this Tender for a period of.....days **(Tenderer please indicate validity of your tender)** from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

***NOTES:**

1. KPLC requires a validity period of at least ninety (90) days.
2. This form must be duly completed, signed, stamped and/or sealed.

SECTION XII B - MANUFACTURER'S WARRANTY FORM

To Be Submitted On Manufacturer's Letterhead)

To:

The Kenya Power & Lighting Company Limited,
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)

This warranty is hereby given in respect of the Kenya Power Tender No.
..... For Supply of
(which tender is hereafter referred to as "the Tender").

The Warrantor (*hereinafter referred to as the supplier as defined in the General Conditions of contract as per the Tender*), extends this warranty to KENYA POWER (*hereinafter abbreviated as KPLC and as defined in the General Conditions of Contract in the Tender*).

This Warranty is valid for a period of years from the date of treatment as appearing on the identification and serialization disk as affixed to each pole. This Warranty is not transferable.

THIS WARRANTY ENSURES:-

1. That each pole meets the minimum technical requirements as issued by the Kenya Bureau of Standards namely The Kenya Standards Specification for Wood poles for Power and Telecommunication lines, KS 516:2008
2. That each pole has been treated in accordance with KENYA POWER technical specification for Treated Wood Poles and has acquired the requisite chemical penetration and retention as specified in the technical specification as per the Tender aforesaid.
3. That the pre-treatment moisture content for each pole was 25%.
4. That each pole is protected from damage caused by subterranean termites, fungal attack, insect borers and their larvae and other wood destroying organisms.

5. The Warrantor, within sixty (60) days of claim under this warranty will arrange to replace the damaged pole with a new one of similar size and quality.
6. KENYA POWER must present to the Warrantor, the original invoice together with the identification and serialization disk (where available) of the pole claimed to be damaged. The Warrantor reserves the right to have a representative inspect and test the pole(s) claimed to be damaged. Failure to use the pole in accordance with normal practice voids the Warranty.

THIS WARRANTY DOES NOT COVER:-

1. Damage caused by natural disasters and riots.
2. Cost associated with the delivery, installation, removal or re-installation.

The Obligation of the Warrantor under this Warranty is limited to replacement of the pole(s) in accordance with the terms of this Warranty.

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

Signature of duly authorized person for and on behalf of the Manufacturer.

Name and Capacity of duly authorized person signing on behalf of the Manufacturer

Stamp or Seal of Warrantor

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.*

