



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/10/14-15

Date 10th June 2014

M/s

Dear Sir,

ADDENDUM NO. 2 TO THE TENDER NO. KP1/9AA-2/PT/10/14-15 FOR SUPPLY OF TREATED POWER DISTRIBUTION WOODEN POLES FOR MANUFACTURERS ONLY

The following amendments are made to the specified provisions of the Tender document for Supply of Treated Wood Power Distribution for Manufacturers only dated May 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 XIIB–MANUFACTURERS WARRANTY FORM

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

3. DEADLINE FOR SUBMISSION OF TENDER

The tender shall close on **Wednesday 25th June 2014 at 10.00 a.m** as had been indicated in Addendum No. 1. Tenders shall be opened immediately thereafter in the Auditorium located at Stima Plaza, Kolobot Road, Nairobi.

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

Yours faithfully,

For: KENYA POWER & LIGHTING COMPANY LIMITED.

for: Bernard Ngugi
BERNARD NGUGI,

Ag. CHIEF MANAGER, SUPPLY CHAIN & LOGISTICS.

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.*