



# Kenya Power

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Central Office - P.O. Box 30099 - 00100  
Telephone – 254 – 02 - 3201000  
Stima Plaza, Kolobot Road  
Nairobi, Kenya  
[www.kenyapower.co.ke](http://www.kenyapower.co.ke)

**Our Ref:** KP1/9AA-2/PT/04/14-15

**Date** 10<sup>th</sup> June 2014

*M/s* .....

Dear Sir,

**ADDENDUM NO. 3 TO THE TENDER NO. KP1/9AA-2/PT/04/14-15 FOR SUPPLY OF TREATED POWER DISTRIBUTION WOOD POLES FOR THE YOUTH, WOMEN & DISADVANTAGED GROUPS**

The following amendments are made to the specified provisions of the Tender document for Supply of Treated Wood Power Distribution for the Youth, Women and People with Disabilities 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 III –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. SECTION XI D TENDER SECURITY DECLARATION FORM**

Bidders are required to note that the Tender Security Declaration Form has been amended and it shall now be in the form attached herewith.

4. **DEADLINE FOR SUBMISSION OF TENDER**

The tender shall close on **Wednesday 25<sup>th</sup> June 2014 at 10.00 a.m.** as had been indicated in Addendum No. 2. The tenders shall be opened immediately thereafter at **Kenya Powers Training School** located at Ruaraka, Nairobi next to Utalii Hotel, Nairobi.

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

Yours faithfully,

**For: KENYA POWER & LIGHTING COMPANY LIMITED.**

for:   
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.*

## **SECTION XI D - TENDER SECURITY DECLARATION FORM**

**(To Be Submitted On Tenderer's Letterhead)**

**To:**

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

**WHEREAS** ..... (name of the Tenderer) (hereinafter called “the Tenderer”) has submitted its Tender dated ..... for the supply and delivery to KPLC through tender no. KP1/9AA-2/PT/04/14/15 for Supply of Treated Power Distribution Wooden Poles – National Tender for Youth, Women and Persons with Disabilities:-

**WE THE UNDERSIGNED, DECLARE THAT:-**

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will be automatically suspended from being eligible for bidding in any contract with you for a period of 5 years and 3 months starting from 25<sup>th</sup> June 2014, if we are in breach of our obligations under the tender conditions, because we –
  - a) have withdrawn our bid during the period of tender validity, or,
  - b) having been notified of the acceptance of our bid by you during the period of tender validity –
    - (i.) fail or refuse to sign the contract when required, or
    - (ii.) fail or refuse to furnish te Perfomance Security in accordance with the Instructions to Tenderers.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful bidder, upon the earlier of either of the following:-
  - a) Our receipt of a copy of your notification of the name of the successful bidder,
  - b) Twenty eight (28) days after the expiry of our Tender.

4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorised person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorised person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

**NOTES**

1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security Declaration to be submitted by the Tenderer. If any are made, the TSD shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission and the bid summarily rejected.