



Kenya Power

The Kenya Power & Lighting Co. Ltd
Central Office – P.O. Box 30099 Nairobi, Kenya
STIMA PLAZA, KOLOBOT ROAD, PARKLANDS, NAIROBI.
Telephone – 24-20-3201000 – Fax No. 254 – 20 – 3514485

Our Ref: KP1/9A.3/OT/19/19-20

Date: 24.1.2020

Your Ref:

TO:

ALL PROSPECTIVE BIDDERS

Dear Sirs/ Madams

The following amendments are made to the specified provisions of the Tender document for the Supply of Meters Electronics S/Phase Post Paid.

RE: ADDENDUM (NO. 5) TO THE TENDER NO. KP1/9A.3/OT/19/19-20 FOR SUPPLY OF METER ENERGY ELECTRONICS S/PHASE 240V.5C (POST PAID METERS.)

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. INSTRUCTIONS TO TENDERER - TENDER PRICES:

(Clause 3.11.3); Local Tenderers shall quote on Delivered Duty Paid (DDP) basis and foreign tenderers shall quote on Delivery at Place (DAP) basis.

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.'

**SECTION V – PRICE SCHEDULE OF 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	Country 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

3. DELIVERY AND DOCUMENTS FOR GOODS (CLAUSE 7.13)

a) 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*”.

4. CONSIGNMENT (CLAUSE 7.14)

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.

5. 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

Additional 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

6. TENDER CLOSING

The tender closing date has been extended from 31st January, **2020 to 4th February 2020 at 10.00am.**

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

Yours faithfully

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED



JANE MUIGAI

AG. SUPPLY CHAIN MANAGER, PROCUREMENT.

