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Stima Plaza, Kolobot Road,  
Nairobi, Kenya

Our Ref. KP5/9A/3/10/OT/03/24-25/JN/JM/aw.

16<sup>th</sup> April 2025.

Dear Sir/Madam,

**ADDENDUM NO.2: TENDER NO.KP5/9A/3/10/OT/03/24-25 FOR THE CONSTRUCTION OF THE PROPOSED MERU OFFICE.**

**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. AMENDMENTS**

The following amendments have been made to the above Tender.

- i) **GCC53.1** – The contract construction period is fifty-four (54) weeks from date of site possession.
- ii) Item No.3 on tender validity in the form of tender has been amended to read 180 days. The **revised Tender Form** is attached for your reference and use.
- iii) The prices quoted in the Form of Tender and in the Price Schedules shall be inclusive of a 0.03% Public Procurement Capacity Building Levy of the item value exclusive of Value Added Tax (VAT) and should **not be presented as line item**. The Levy shall be deducted from the supplier's payment and remitted to PPRA as stipulated in the Public Procurement Capacity Building Levy order 2023 effective for all tenders published after 1<sup>st</sup> September 2024.
- iv) Special Conditions of the Contract, **GCC 9.1** has been revised and replaced as follows: -
  - 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

The Key Site Personnel for the project are: -

- **Site Supervisor** – Should be a holder of a minimum of Diploma in Building Construction or in a related field i.e. in Civil Engineering, Architecture, Construction Management etc. with a minimum of 3 years' experience, registration with a relevant professional body and NCA accreditation as a Site Supervisor.
  - **Safety Officer** - Should be a holder of a minimum of Diploma in Building Construction or in a related field i.e. in Civil Engineering, Architecture, Construction Management etc. with a minimum of 3 years' experience and registration with a relevant professional body. Should additionally have training in safety issues.
- v) **Requisite Plant and Machinery** – This shall not form part of the evaluation criteria. However, contractors should fill the equipment forms as it shall form a basis during Due Diligence exercise before award.

### **3. DEADLINE FOR SUBMISSION OF TENDER**

Consequently, the Tender closing date has been changed from **24.04.2025** to **29.04.2025**.

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

Yours faithfully,

**For: KENYA POWER & LIGHTING COMPANY PLC**



**DR. JOHN NGENO, OGW**  
**GENERAL MANAGER, SUPPLY CHAIN & LOGISTICS**

## SECTION IV –TENDERING FORMS

### Form of Tender

#### INSTRUCTIONS TO TENDERERS

- i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.
- ii) All italicized text is to help Tenderer in preparing this form.
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.
- iv) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.
  - Tenderer's Eligibility- Confidential Business Questionnaire
  - Certificate of Independent Tender Determination
  - Self-Declaration of the Tenderer

**Date of this Tender submission:** *[insert date (as day, month and year) of Tender submission]*

**Request for Tender No.:** *[insert identification]*

**Name and description of Tender** *[Insert as per ITT]*

**Alternative No.:** *[insert identification No if this is a Tender for an alternative]*

**To:** *[insert complete Kenya Power]*

Dear Sirs,

- I. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of;

<i>Description</i>	<i>Tendered Amount (KSH)(Inclusive of VAT)</i>
<b>KP5/9A/3/10/OT/03/24-25 Proposed Construction of Meru Office.</b>	<i>Total Amount in Figures: Kenya Shillings:</i>
	<i>Amount in w words: Kenya Shillings</i>
	.....
	.....

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until **180 days** from the date of tender opening, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.

5. We, the undersigned, further declare that:
- i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
  - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
  - iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by Kenya Power based on execution of a Tender-Securing or Proposal-Securing Declaration in Kenya Power's Country in accordance with ITT 19.8;
  - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
  - v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*  
  
Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; Or  
  
Option 2, in case of multiple lots:
    - a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
    - b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
  - vii) Discounts: The discounts offered and the methodology for their application are:
  - viii) The discounts offered are: *[Specify in detail each discount offered.]*
  - ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
  - x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
  - xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
  - xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

- xiii) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.8];
- xv) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- xvi) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from \_\_\_ (specify website) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in "Appendix 1- Fraud and Corruption" attached to the Form of Tender.

**Name of the Tenderer:** \*[insert complete name of person signing the Tender]

**Name of the person duly authorized to sign the Tender on behalf of the Tenderer:** \*\*[insert complete name of person duly authorized to sign the Tender]

**Title of the person signing the Tender:** [insert complete title of the person signing the Tender]

**Signature of the person named above:** [insert signature of person whose name and capacity are

shown above] **Date signed** [insert date of signing] day of [insert month], [insert year]

Date signed \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

**Notes**

- \* In the case of the Tender submitted by joint venture specify the name of the  
Joint Venture as Tenderer
- \* Person signing the Tender shall have the power of attorney given by the  
Tenderer to be attached with the Tender.