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Our Ref: KP1/9A.3/OT/01/FA/21-22 /PM/ri

27th August, 2021

TO ALL TENDERERS

Dear Sir,

RE: ADDENDUM NO.1 TO THE TENDER NO. KP1/9A.3/OT/01/FA/21-22 SUPPLY OF 11M, 12M, & 14M TREATED WOODEN POLES – THREE YEAR FRAMEWORK AGREEMENT (LOCAL MANUFACTURERS ONLY)

The above tender refers.

We make the following clarifications and amendments to the principal tender document (hereinafter abbreviated as the PTD) for the Supply of 11M, 12M, & 14M Treated Wooden Poles – Three Year Framework Agreement (Local Manufacturers Only)

RELATIONSHIP WITH THE PRINCIPAL TENDER DOCUMENT

Save where expressly amended by the terms of this Addendum, the PTD 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 and construed as part of the PTD.

A. AMENDMENTS TO THE TENDER DOCUMENT

i. SECTION I - Instructions to Tenderers

No.	As per Uploaded tender document	Amendments
1.	1. Scope of Tender 1.1 In connection with the Invitation for Tenders (IFT), specified in the Tender Data Sheet (TDS), the Purchaser, as specified in the TDS, issues this Invitation for Tender (IFT) for the supply of Goods under Framework Agreement (FWA) as specified in Section VII , Schedule of Requirements. The name and identification of this IFT are specified in the TDS.	1. Scope of Tender 1.1 In connection with the Invitation for Tenders (IFT), specified in the Tender Data Sheet (TDS), the Purchaser, as specified in the TDS, issues this Invitation for Tender (IFT) for the supply of Goods under Framework Agreement (FWA) as specified in Section V , Schedule of Requirements. The name and identification of this IFT are specified in the TDS.

2.	<p>29. Determination of Responsiveness</p> <p>29.3 KPLC shall examine the technical aspects of the Tender submitted in accordance with ITT 16 and ITT 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.</p>	<p>29. Determination of Responsiveness</p> <p>29.3 KPLC shall examine the technical aspects of the Tender submitted in accordance with ITT 16 and ITT 17, in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation, or omission.</p>
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ii. SECTION II - Tender Data Sheet (TDS)

No.	As per Uploaded tender document	Amendments
1.	<p>Clause. ITT 1.2 (a) Electronic – Procurement System.</p> <p>The electronic-procurement system shall be used to manage the following aspects of the tendering process: (Issuing Tendering document, submission of Tenders, opening of Tenders)</p> <p>Proof of receipt will be done via the bidder's Submitted Response Number for RFX1000001830</p>	<p>Clause. ITT 1.2 (a) Electronic – Procurement System.</p> <p>The electronic-procurement system shall be used to manage the following aspects of the tendering process: (Issuing Tendering document, submission of Tenders, opening of Tenders and Evaluation of tenders)</p> <p>Proof of receipt will be done via the bidder's Submitted Response Number for RFX1000001830</p>
2.	<p>TDS - ITT 16.2 (No. 5)</p> <p>For all Goods offered, the Tenderer shall be required to demonstrate that the Goods or products conform to required standards by evidence of a Type Test Certificate and its Report, or, Test Certificates and their Reports issued by a third party testing laboratory accredited to ISO/IEC 17025. A copy of the accreditation certificate to ISO/IEC 17025 of the testing laboratory shall be submitted together with the tender. KPLC reserves the right to subject the certificate(s) to authentication. Type Test Certificates and Type Test Reports shall NOT be more than five (5) years old prior to the Date of the Tender document.</p>	<p>TDS – ITT 16.2 (No.5)</p> <p>For all Goods offered, the Tenderer shall be required to demonstrate that the Goods or products conform to required standards by evidence of a Type Test Certificate and its Report, or, Test Certificates and their Reports issued by a third party testing laboratory accredited to ISO/IEC 17025. A copy of the accreditation certificate to ISO/IEC 17025 of the testing laboratory shall be submitted together with the tender (applicable for those without KEBS certification). KPLC reserves the right to subject the certificate(s) to authentication. Type Test Certificates and Type Test Reports shall NOT be more than five (5) years old prior to the Date of the Tender document.</p>
3.	<p>TDS - ITT 19</p> <p>No. 9 (c) a contract for the procurement is entered into.</p>	<p>TDS - ITT 19</p> <p>No.9 (c) A Framework Agreement(s) for the procurement is entered into.</p>

4.	TDS (ITT 30) – Missing	TDS-ITT 30. The manner to rectify quantifiable non-material non-conformities shall be addressed in accordance to Section III – Evaluation and Qualification Criteria
5.	TDS-ITT 40.2 2. Award of First Call-off Contract for Year One (Secondary Procurement)	TDS - ITT 40.2 2. 2. Award of First Call-off Contract
6.	3. 3) Award of subsequent Call-off Contracts for Year Two & Three (Secondary Procurement)	3. Award of subsequent Call-off Contracts
7.	2(b) No tenderer will be allocated more than ONE LOT per size for 11M & 12M and TWO LOTS for 14M. Consequently, the subsequent lots shall be allocated based on the highest quantity and lowest price per lot until all the lots are allocated provided that the price of the subsequent lowest tenderer is within the prevailing market price subject to (c) and (d) below. In case of a tie, the award will be split amongst the bidders	2(b) No tenderer will be awarded more than ONE LOT per size for 11M & 12M and TWO LOTS for 14M. Consequently, the subsequent lots shall be allocated based on the highest quantity and lowest price per lot until all the lots are allocated provided that the price of the subsequent lowest tenderer is within the prevailing market price subject to (c) and (d) below. In the event there is no other qualified subsequent supplier, the award will revert to the supplier with the lowest evaluated price per lot. In case of a tie, the award will be split amongst the bidders

iii. SECTION III - Evaluation and Qualification Criteria

	As per Uploaded tender document	Amendments
1.	Form 3.1 Manufacturer's Capacity Declaration Form (Clause 3.2.3 – TABLE 3) Table 3 Note no.8: Missing	Form 3.1 Manufacturer's Capacity Declaration Form (Clause 3.2.3 – TABLE 3) Table 3 Note no. 8: Relevant documentary and/or photographs to be attached.

iv. SECTION XV - Special Conditions of Call-off Contract

	As per Uploaded tender document	Amendments
1.	9. Transportation	9. Transportation (GCC Clause 12)
2.	10. Warranty (GCC Clause 15)	10. Warranty (GCC Clause 15)

	<p>The manufacturer shall warrant its poles against defects in material and workmanship within a period of Twenty Five (25) years from the date of delivery, providing for joint inspection between Kenya Power and the manufacturer to determine any pole that is defective to facilitate replacement and disposal of such defective poles free of cost. The Warranty will remain valid for Sixty (60) months after the Goods have been delivered and accepted.</p>	<p>The manufacturer shall warrant its poles against defects in material and workmanship within a period of Twenty Five (25) years from the date of delivery, providing for joint inspection between Kenya Power and the manufacturer to determine any pole that is defective to facilitate replacement and disposal of such defective poles free of cost.</p>
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Note: Pre-bid minutes are attached as Appendix I

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

Yours Faithfully,

For: Kenya Power & Lighting Company Plc



DR. JOHN NGENO

GENERAL MANAGER, SUPPLY CHAIN