



KENYA ELECTRICITY GENERATING COMPANY PLC

RFx: 5000015634

KGN-GDD-074-2024

**TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF NEW 2000 HP VFD ELECTRIC WALKING LAND DRILLING RIG WITH TOP DRIVE AND ASSOCIATED EQUIPMENT.**

*(Open International)*

Dated: 15<sup>th</sup> July, 2024

**Addendum No.2.**

In accordance with the **Tender for Supply, Installation and Commissioning of New 2000 HP VFD Electric Walking Land Drilling Rig with Top Drive and Associated Equipment.**, KenGen issues an **Addendum No.2** as follows:

Number of GC Clause	Revised Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 16.1	<p>Payment shall be based on the following Milestones;</p> <p><b>Milestone 1:</b> 20% Advance Payment upon issuance of the performance bond and advance payment guarantee. <b>Milestone 2:</b> 20% Payment Upon receipt of all shipping documents. <b>Milestone 3:</b> 30% Payment Upon physical Delivery, Inspection &amp; Acceptance of the complete rig at KenGen Olkaria Power Station, Kenya. <b>Milestone 4:</b> 20% Payment Upon successful Training &amp; Commissioning. <b>Milestone 5:</b> 10% payment after completion of warranty period.</p> <p>20% Advance payment shall be paid through <b>EFT</b>; the balance 80% shall be through <b>irrevocable LC</b>.</p> <p><b>LOCAL SUPPLIERS</b></p> <p>Payment shall be thirty (30) days upon delivery, Inspection, and acceptance. <b>Local suppliers shall be paid through Electronic Funds Transfer (EFT).</b></p> <p><b>LC Payment is NOT Applicable to Local Suppliers.</b></p> <p><b>FOREIGN SUPPLIERS</b></p> <p>In case of Payment through an LC the following conditions shall apply:-</p> <ul style="list-style-type: none"><li>•Payment shall be effected upon presentation of a complete set of shipping documents to the advising bank as will be stipulated in the Letter of Credit (LC).</li><li>•The Supplier shall be required to meet all LC bank charges incurred in their country; while KenGen will meet those incurred in Kenya.</li><li>•Any extension and or amendment charges and other costs that may result from the Supplier's delays, requests, mistakes or occasioned</li></ul>

	<p>howsoever by the Supplier shall be to the Supplier's account.</p> <p>The number of LC extensions shall be limited to a maximum of two (2) only, but not exceeding one quarter (3 months) each, at the cost of the Supplier.</p> <ul style="list-style-type: none"> <li>•Should the Supplier require a confirmed LC, then all confirmation and any other related charges levied by both the Supplier's and KenGen's bank shall be to the Supplier's account.</li> <li>•The LC shall be opened only for the specific order within the validity period of the contract.</li> <li>•The Supplier shall be required to submit a Proforma Invoice for use in the placement of order and opening of the LC. The Proforma Invoice shall be on a total Cost and Freight (CFR) basis, showing the freight charges separately from the Free on Board (FOB) cost, including all additional costs associated with Delivered at Place (DAP). Supplier will meet the Freight Insurance cost.</li> <li>•A copy of the Performance Security, stamped and certified as authentic by KenGen, whose expiry date should not be less than 30 days from the LC expiry date, shall form part of the documents to be presented to the bank before any payment is made.</li> </ul>
<p><b>Contract Duration</b></p>	<p>Contract duration is modified to read <b>"30 months"</b> from contract signature.</p>

**SUPPLIER ACKNOWLEDGEMENT OF ADDENDUM NO.2**

We, the undersigned hereby certify that the Addendum No.2 is an integral part of the document and the alterations set out in addendum has been incorporated in the Tender Proposal.

Signed.....

Tenderer.....

Date.....