



DATE: 10 August 2023

POSTAL CORPORATION OF KENYA

ADDENDUM TO THE TENDER FOR SUPPLY AND DELIVERY OF DESKTOP COMPUTERS: PCK/PROC/05/2023/2024

The Postal Corporation of Kenya wishes to inform interested and eligible candidates for the tender referenced PCK/PROC/05/2023/2024 that it has made the following changes to the advertised tender under reference in the Special Conditions of the Contract at GCC 13.1 as shown in the attached document.

Kindly note that all other terms & conditions of the tender remain the same and this document forms part of the tender document referenced PCK/PROC/05/2023/2024.

POSTMASTER GENERAL

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SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>Postal Corporation of Kenya</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>to other internationally accepted trade terms.</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	For notices , the Procuring Entity's address shall be: Attention: Manager Supply Chain Management Postal address: 34567-00100 Nairobi Physical Address: City Square Post Office, 3 rd Floor, Haile Selassie Avenue Nairobi Telephone: 0721817823 Electronic mail address: <i>tendersecretariat@posta.co.ke</i>
GCC 10.4.2	The place of arbitration shall be Nairobi, Kenya.
GCC 13.1	Delivery of the goods (Desktop computers) will be on a quarterly basis spread throughout the year, as had been agreed upon with the Corporation.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>shall not be</i> adjustable.
GCC 16.1	<p><i>Sample provision</i></p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A. Payment for Goods supplied from abroad: Not Applicable Payment of foreign currency portion shall be made in [<i>insert currency of the Contract Price</i>] in the following manner:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering document or another form acceptable to the Procuring Entity. Not Applicable</p> <p>(ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12. Not Applicable</p> <p>(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by</p>

	<p>the acceptance certificate issued by the Procuring Entity. Not Applicable</p> <p>B. Payment of local currency portion of a foreign Supplier shall be made in Kenya shillings within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed. Not Applicable</p> <p>C. Payment for Goods and Services supplied from within Kenya: Payment for Goods and Services supplied from within Kenya shall be made in Kenyan Shillings, 100% upon delivery and acceptance of the items requested. Applicable</p>
GCC 16.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be 60 days.</p> <p>The interest rate that shall be applied is <i>[insert number] %: Not applicable</i></p>
GCC 18.1	<p>A Performance Security <i>shall be required.</i></p> <p><i>The amount of the Performance Security shall be: 10% of the contract price</i></p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of: Bank Guarantee.</p> <p>If required, the Performance security shall be denominated in Kenya Shillings freely convertible currency acceptable to the Procuring Entity.</p>
GCC 18.4	Discharge of the Performance Security shall take place: Upon expiry of the contract.
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: the type of the item, colour and the quantity.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. All responsibilities are to the Seller.
GCC 25.2	Incidental services to be provided are: Not Applicable
GCC 26.1	The inspections and tests shall be: in the presence of the Supplier representative as and when the items have been delivered.
GCC 26.2	The Inspections and tests shall be conducted at: City Square Post Office-M4,Haile Selasie Avenue, Nairobi
GCC 27.1	The liquidated damage shall be: 0.5% per week.
GCC 27.1	The maximum amount of liquidated damages shall be:10%.
GCC 28.3	<p>The period of validity of the Warranty shall be:365 days.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be: City Square Post Office, Nairobi Kenya</p> <p><i>Sample provision-Not Applicable</i></p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,</p>

GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 21 days from defect notification.
GCC 33.6	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage. Not Applicable The percentage is normally up to 50%) of the reduction in the Contract Price. Not Applicable