



Kenya Ports Authority

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PSM/CTC/1/01 Vol. 1 (017)

28th September, 2018

Dear Bidders,

RE: Addendum No. 1

TENDER NO. KPA/017/2018-19/MO - PROVISION OF AIR AND WATER QUALITY ANALYSIS SERVICES


Pursuant to Clause 10.1 of the above tender document, the Authority hereby issues the following addendum:

The CONTRACT DATA SHEET (SPECIFIC CONDITIONS OF CONTRACT) is amended to read as follows:

CDS Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.1(b)	The completion date is [9 months after start date]
2.	1.1(c)	The contract name is [PROVISION OF AIR AND WATER QUALITY ANALYSIS SERVICES].
3.	1.1(i)	The addresses are: PE: _____ Attention: _____ Email: _____ Facsimile: _____
4.	1.1(n)	The Employer PE is [Kenya Ports Authority]
5.	1.1(o)	The Member in Charge is [Head of Marine Operations].]
6.	1.1(p)	This contract shall be for a period of Nine (9) months The contractor shall: <ul style="list-style-type: none">• Use and produce the best quality, equipment materials, products, techniques and standard for provision of the service• Provide services with the care, skill and diligence required in accordance with the best practice for the service delivery

CDS Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<ul style="list-style-type: none"> The services shall be executed and maintained strictly in accordance with the contract and standards approved by NEMA to the satisfaction of the Principal Environment Officer and shall comply with and adhere strictly to the Head of Marine Operations (or his representative) instructions and directions.
7.	1.1(q)	<p>The Service Provider is [.....]</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Email: _____</p> <p>Facsimile: _____</p>
8.	3.1	Governing language shall be: <i>ENGLISH</i>
9.	4.1	Governing Laws: <i>Laws of Kenya</i>
10.	9.1	Performance Security shall be 10% of the contract price in the form of a bank guarantee in the format provided herein covering the contract period.
11.	10.1	N/A
12.	15.2	N/A
13.	12.1	The Intended Completion Date is [<i>as per contract agreement</i>].
14.	12.3	N/A
15.	16.1 16.3	Payments shall be made in <i>Kenya Shillings</i> within thirty (30) days after receipt of invoice and upon certification by the Inspection and Acceptance Committee
16.	16.5	Payments shall be made in <i>Kenya Shillings</i>
17.	17.2	Prices shall be fixed for the duration of the contract
18.	18.3 (c)	N/A
19.	20.1	N/A
20.	24	In the event of corrupt/fraudulent practice or any breach of the integrity declaration, the supplier shall be liable to pay the authority (100% of the contract price)
21.	28	Resolution of disputes shall be through arbitration. Appointment of an Arbitrator shall be in accordance with the provisions of the Arbitration Act Cap 49 of the Laws of Kenya.

All other conditions remain the same.


 Stephen Chepkangor
 For: Head of Procurement and Supplies
 FOR: AG. MANAGING DIRECTOR