

ORIGINAL

KENYATTA NATIONAL HOSPITAL



NATIONAL OPEN TENDER

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING
OF DUMP WAITERS ELECTRIC TRACTION ELEVATORS**

TENDER NO: KNH/T/75/2018-2019

**THE CHIEF EXECUTIVE OFFICER
KENYATTA NATIONAL HOSPITAL
P.O BOX 20723- 00202,
NAIROBI.**

COPY

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TABLE OF CONTENTS

			PAGE
*	SECTION I	INVITATION TO TENDER	4
*	SECTION II	INSTRUCTIONS TO TENDERERS	5
		Appendix to Instructions to tenderers	24
*	SECTION III	GENERAL CONDITIONS OF CONTRACT.....	75
*	SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	82
*	SECTION V	SCHEDULE OF REQUIREMENTS AND PRICE.....	83
*	SECTION VI	TECHNICAL SPECIFICATION.....	87
*	SECTION VII	STANDARD FORMS	89
	7.1	FORM OF TENDER.....	91
	7.2	CONFIDENTIAL BUSINESS & QUESTIONNAIRE FORM.....	93
	7.3	TENDER SECURITY FORM.....	95
	7.4	CONTRACT FORM.....	96
	7.5	PERFORMANCE SECURITY FORM.....	97
	7.6	BANK QUARANTEE FOR ADVANCE PAYMENT	98
	7.7	MANUFACTURER’S AUTHORIZATION FORM ..	99
	7.8	LETTER OF NOTIFICATION OF AWARD.....	100
	7.9	REQUEST FOR REVIEW FORM.....	101
	7.10	SITE VISIT CERTIFICATE.....	102
	7.11	BANK DETAILS FORM.....	103

SECTION I INVITATION TO TENDER**TENDER REF NO: KNH/T/75/2018-2019****TENDER NAME: Supply, Delivery, Installation, Testing and Commissioning of Dump Waiters Electric Traction Elevators**

Kenyatta National Hospital invites sealed tenders from eligible candidates for **Supply, Delivery, Installation, Testing and Commissioning of Dump Waiters Electric Traction Elevators**

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at office of the **Deputy Director, Supply Chain Management** located at the Hospital's Main Administration **Block Room 6** from **Monday to Tuesday** during normal working hours.
- 1.2 A complete set of tender documents can be obtained from the office of the **Deputy Director, Supply Chain Management** located at the Hospital's Main Administration **Block Room 6** from **Monday to Tuesday** between **9.00 a.m. to 4.00 p.m.** upon payment of a non-refundable fee of **Kshs. 1,000.00** per document in the form of Cash, Bankers Cheque or Money order made payable to Kenyatta National Hospital. Alternatively tender documents with detailed specifications and all conditions are obtainable from the KNH Website, (www.knh.or.ke or tenders.go.ke, Public Procurement Information portal free of charge. Bidders are required to download the tender documents from the said websites and immediately email their names and contact details (cell phone number, email address and company name to procurement@knh.or.ke or procurementknh@gmail.com for records and communication of any tender clarifications and addenda
- 1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the entrance of the Supply Chain Department Offices and addressed to:

**Chief Executive Officer
Kenyatta National Hospital
P. O Box 20723 - 00202
Nairobi**

So as to be received on or before **13th November 2018 at 10:00am**
Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend

SIGNED For: Chief Executive Officer

SECTION II - INSTRUCTIONS TO TENDERERS
Table of Clauses

	Page
2.1 Eligible Tenderers	6
2.2 Eligible Equipment	6
2.3 Cost of Tendering.....	7
2.4 Contents of Tender Document.....	7
2.5 Clarification of Tender Documents.....	7
2.6 Amendment of Tender Document	8
2.7 Language of Tender	8
2.8 Documents Comprising the Tender.....	8
2.9 Tender Forms	9
2.10 Tender Prices.....	9
2.11 Tender Currencies	10
2.12 Tenderers Eligibility and Qualifications	10
2.13 Equipment' Eligibility and Conformity to Tender Document.11	
2.14 Tender Security	12
2.15 Validity of Tenders	13
2.16 Format and Signing of Tenders	13
2.17 Sealing and Marking of Tenders	14
2.18 Deadline for Submission of Tender.....	14
2.19 Modification and Withdrawal of Tenders.....	14
2.20 Opening of Tenders.....	15
2.21 Clarification of Tenders	15
2.22 Preliminary Examination.....	16
2.23 Conversion to Single Currency	17
2.24 Evaluation and Comparison of Tenders.....	17
2.25 Contacting the Procuring Entity	18
2.26 Award of Contract	18
(a) Post Qualification.....	18
(b) Award criteria	19
(c) Procuring Entity's Right to Vary Quantities.....	19
(d) Procuring Entity's Right to Accept or Reject any or all Tenders	19
2.27 Notification of Award.....	20
2.28 Signing of Contract.....	20
2.29 Performance Security	20
2.30 Corrupt or Fraudulent Practices.....	21

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the equipment under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are produced. Equipment are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Ksh 1000.00

2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire Form
- (xiv) Declaration form
- (xv) Request for Review Form

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender

not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Tender Documents

- 2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Tender Documents

- 2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising the Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components.

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.13 that the equipment and ancillary services to be supplied by the tenderer are eligible equipment and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential Business Questionnaire

2.9 Tender Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the equipment to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderers shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the

- equipment, Manufacturer or producer to supply the equipment
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Equipment Eligibility and Conformity to Tender Document

- 2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the equipment shall consist of statement in the Price Schedule of the country of origin of the equipment and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristic of the equipment
- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the equipment and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount of **Kshs.150,000**

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of

- a) A bank guarantee
- b) Such insurance guarantee approved by the Authority
- c) Letter of credit.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27. or
 - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as Appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.1 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.2 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE 13th November 2018 at 10.00am

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **13th November 2018 at 10:00am**

2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18.2 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **13th November 2018 at 10.00am**. The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination and Responsiveness

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.2 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.3 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to

be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.22.4 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

- 2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the equipment if a contract is awarded to the tenderer; and
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

- 2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the equipment offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the equipment.

- 2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

- 2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be

applied

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

2.24.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.7 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.25 Contacting the Procuring Entity

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) **Post-Qualification**

2.26.1 In the absence of pre-qualification, the Procuring entity will determine

to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.26.5 To qualify for contract awards, the tenderer shall have the following:

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in public procurement.

(c) Procuring Entity's Right to Accept or Reject Any or All Tenders

2.26.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity's action

- 2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination
- 2.26.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.1 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful

2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

3.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the equipment to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the equipment to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTR UCTIO NS TO	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Tender is open to manufacturers / distributors of Dump Waiters Electric Traction Elevators
2.1.4	Tenderer to provide a declaration on oath that neither the company nor the directors are subject to investigation or litigation on corruption and/or fraudulent practices. The Declaration must be signed with the Confidential Business Questionnaire
2.3.2	A complete set of tender document can be obtained from the office of the DD, Supply Chain Management located at the Hospital's Main Administration Block Room 6 from Monday to Tuesday between 9.00 a.m. to 4.00 p.m. upon payment of a non-refundable fee of Kshs. 1,000.00 per document in the form of Cash, Bankers Cheque or Money order made payable to Kenyatta National Hospital. Alternatively tender documents with detailed specifications and all conditions are obtainable from the KNH Website, (www.knh.or.ke or tenders.go.ke , Public Procurement Information Portal free of charge. Bidders are required to download the tender documents from the said websites and immediately email their names and contact details (cell phone number, email address and company name to procurement@knh.or.ke or procurementknh@gmail.com for records and communication of any tender clarifications and addenda.
2.5.1	Kenyatta National Hospital shall only send to all prospective tenderers that have received the tender document, written copies of responses to the queries relevant to the bid document or specifications that necessitate additional information for the clarification of the documents.
2.10.1	Price quoted shall include the total cost of acquisition. This shall take into account the cost of supply, delivery, installation, testing and commissioning of the equipment. Bidders MUST attach proof/evidence of availability of spare parts in the market. The evidence must include contacts and physical location of the outlets or local partners

INSTR UCTIO NS TO	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.12	<p>The Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;</p> <ol style="list-style-type: none"> 1. Registered offices and evidence of business premises. 2. A valid Tax compliance certificate which will be verified by KRA TCC checker or proof that the authority of that the country of origin does not pay tax 3. Evidence that tenderer has the legal capacity to enter into a contract for the procurement; 4. Evidence that the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing; 5. The person is not debarred from participating in procurement t proceedings
2.14.1	<p>Tender Security shall be denominated in Kenya Shillings and Shall be in:</p> <ol style="list-style-type: none"> a) A bank guarantee b) Such insurance guarantee approved by the Authority
2.14.2	<p>The tender security shall be Kenya Shillings One Hundred and FiftyThousand (Kshs. 150,000) in the form provided under 2.14.1. above</p>
2.15	<p>Tenders shall remain valid for 120 days from the deadline date of submission of tender.</p>
2.17.1	<p>The bidders MUST submit two bid documents duly marked as "ORIGINAL" and "COPY, clearly written, KNH/T/75/2018-2019 for Supply, Delivery, Installation, Testing and Commissioning of Dump Waiters Electric Traction Elevators</p>
2.18.1	<p>The day, date and time of closing the tender will be 13th November 2018 at 10:00am East African Time</p>
2.18.2	<p>Bulky tenders which will not fit in the tender box shall can be hand delivered on the opening day at the tender box</p>
2.19.2	<p>Any withdrawal notice shall NOT be sent by cable or telex but may be sent by email</p>
2.20.1	<p>Tender will be opened on 13th November 2018 at 10:00am East African Time</p>
2.21.1	<p>The request for clarification and the response shall be in writing though the:- Chief Executive Officer Kenyatta National Hospital P. O Box 20723 - 00202 Nairobi</p>
2.24.7	<p>Preference in allocation of marks is not applicable in this tender</p>

2.24 Evaluation and Comparison of Tenders

A. Preliminary Evaluation

Responsive	No. Requirements	Responsive or Non Responsive
MR 1	Original Bid bond of at least Kshs.150, 000/= valid for a period of 150 days from date of tender opening	
MR 2	Submission of two Tender documents securely bound (Spiral or book) and clearly marked (original and (copy) by the tenderer. No loose documents will be accepted.	
MR 3	Bid document MUST be in original and copy and MUST be <u>sequentially serialized (paginated)</u> on every printed page	
MR 4	Must Submit a copy of the Certificate of incorporation or Registration Certificate	
MR 5	Must Submit a copy of Valid Tax Compliance certificate	
MR 6	Must submit a dully filled up Confidential Business Questionnaire, signed and stamped	
MR 7	Must submit dully filled form of tender, signed and stamped	
MR 8	Attach a current bank statement for six months to demonstrate financial ability to undertake a task of this magnitude	
MR 9	Evidence of physical registered office(attach utility bills/ lease agreement /rental payment receipt/ evidence of ownership of the premises)	
MR 10	Evidence of ownership of equipment or manufacturer authorization	

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions in any of the above mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.

B. Technical Evaluation

Technical Mandatory Requirements

Bidders **MUST** meet and satisfy all the requirements in this section. Only bidders who meet **ALL** the requirements for technical mandatory requirements will proceed to the Financial Evaluation. Bidders who fail any of the technical requirements will be dropped from the entire evaluation process and will not be considered further.

C. Financial Evaluation

<p>2.26.4 Award Criteria</p>	<p>The Hospital will award the contract to the successful tenderer whose tender will have been determined to be substantially responsive and have been determined to be the lowest evaluated tender</p> <p>All technically responsive bidders will ranked and award given to the lowest evaluated bidder</p>
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SECTION III: GENERAL CONDITIONS OF CONTRACT**Table of Clauses**

	Page
3.1 Definitions	25
3.2 Application	25
3.3 Country of Origin	25
3.4 Standards	26
3.5 Use of Contract Documents and Information	26
3.6 Patent Rights	26
3.7 Performance Security	26
3.8 Inspection and Tests	27
3.9 Packing	28
3.10 Delivery and Documents	28
3.11 Insurance	28
3.12 Payment	28
3.13 Price	29
3.14 Assignments	29
3.15 Sub contracts	29
3.16 Termination for Default	29
3.17 Liquidated Damages	30
3.18 Resolution of Disputes	30
3.19 Language and law	30
3.20 Force Majeure	30
3.21 Notices	30

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Equipment” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Equipment under this Contract.
- (e) “The Tenderer’ means the individual or firm supplying the Equipment under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Equipment were mined, grown or produced.

3.3.2 The origin of Equipment and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4 Standards

3.4.1 The Equipment supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Equipment or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of
- a) Bank guarantee
 - b) Such insurance guarantee approved by the Authority
 - c) Letter of credit
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15. Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16. Termination for Default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity shall,

without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed equipment. After this the tenderer may consider termination of the contract.

3.19. Resolution of Disputes

3.19.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

3.21.1 The Tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

3.22.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT**Notes on Special Conditions of Contract**

- 4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the equipment being procured. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the equipment being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.4.1	Equipment will be supplied as per the provided technical specifications.
3.7.1	<ul style="list-style-type: none"> The tenderer shall provide all necessary assistance, equipment, human resource and any other support required to ensure successful inspection. KNH will carry out a joint testing and commissioning of the equipment with the supplier to confirm that as specified in the tender document, it is working as expected upon delivery.
3.8.1	<ul style="list-style-type: none"> Pre-shipping inspection shall be carried out at the manufacturer's premises by the Hospital's representatives
3.10.1	<ul style="list-style-type: none"> The delivery of the equipment shall be at the point of installation within the hospital premises. Delivery of the equipment shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of
3.11.1	<ul style="list-style-type: none"> The equipment under the Contract shall be fully insured by the tenderer against loss or damage incidental to manufacturer or acquisition, transportation and delivery as indicated under
3.12.1	Payment will be made through electronic fund transfer within 30 days upon receipt of invoice after supply, delivery, inspection and acceptance of the equipment.
3.13.2	Contract price variation shall not be allowed within the first twelve months. Any variation thereafter shall not exceed 10% of the original contract price.
3.15.1	Details pertaining any subcontractor (s) MUST be disclosed in the bid document
3.18.1	Any dispute arising from the interpretation or performance of this contract shall be resolved through arbitration. The arbitrator shall be appointed by the Chairperson of the Chartered Institute Arbitrators - Kenya

SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES**Notes on Schedule of Requirements and Prices**

- 5.1 The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procured separately.

- 5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing

SECTION V

- SCHEDULE OF REQUIREMENTS AND PRICE

Price quoted shall include the total cost of acquisition. This shall take into account the cost up to installation and training.

S.No.	Item Description	Quantity	Unit Price (including installation and training where applicable) Kshs	Warranty Period	Total Price Kshs.	Delivery Period Upon receipt of order
	Dump Waiters Electric Traction 1 Elevators	4				
Total Price (Kshs.)						

Authorized Official: _____
Name

Signature

Date

SECTION VI - TECHNICAL SPECIFICATIONS

6.1 GENERAL

- 6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products
- 6.1.4 The tenderers are requested to present information along with their offers as follows;-
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and address

TECHNICAL SPECIFICATIONS

SUPPLY, DELIVERY, INSTALL, TEST AND COMMISSIONING OF DUMP WAITERS ELECTRIC TRACTION ELEVATORS

The above works consists of several parts

A: General works

1. Clear, legal hoist way of required dimensions for elevator size(s) specified, plumb to within 1", with all projections or recesses of 2" or more beveled at an angle not less than 75 degrees from horizontal. Open the blocked opening to facilitate extension of services to 1st floor old and new theatres from ground floor TSSU operating and customize to new requirements.
2. Venting of hoist way as required by code.
3. Dry pit of required depth, reinforced to sustain the loads imposed, with access ladders, drains, lights, and waterproofing as required by code or application conditions. For in-ground cylinder, block out as required for installation of cylinder in pit floor. Block out to be grouted and waterproofed as needed by others upon cylinder installation. Pit to be light and sized as per cars specifications extended/reduced to size.
4. Machine/pump room of suitable construction, properly lighted, ventilated, and soundproofed as per code or application conditions. Self-closing and locking door, openable from inside without a key, of suitable size to allow machinery access. Heating/cooling provisions as needed to maintain temperature between 50 and 85 degrees F. (10 and 29.5°C).
5. Supports for guide rail bracket attachment in pit, at each floor and top of hoist way, reinforced as needed to sustain the loads imposed. Intermediate rail bracket support as required so as not to exceed maximum spacing as per code. Face of supports to be located eight (8) inches (200 mm) from the edge of the car platform and on the centerline of the car rail
6. Fixture and equipment block outs and chases as required for proper installation.
7. Hoist way walls of proper construction, compatible with requirements of manufacturer's fire testing procedures to maintain compliance with labeling requirements as per local code. Walls to be erected after entrance installation.

8. Grouting and finish work around fixtures and entrance assemblies including entrance sills.
9. Cast in anchors, inserts and sleeves, if required, including installation, located as per elevator installer's directions.
10. Car flooring, including installation.
11. Finish painting, including frames and doors unless otherwise specified.
12. Smoke seals, if required.
13. Trenching and backfilling as required.
14. No pit for the dumb waiter in this respect.
15. Unobstructed access to hoist way area prior to hoist way and building enclosure for buffer (damper).
16. Spoil removal.
17. Barricades and barriers during construction as required by code or application conditions.
18. Safe, dry storage areas for elevator equipment and tools before and during construction.

B: Electrical Work Specified Elsewhere:

1. Power feeders, including installation to each elevator starter or controller. Provide main line switch or fused disconnect located as directed, 3-phase, 415V, 50Hz
2. Single phase power feeders to each car lighting and exhaust blower, including individual 20 amp circuit breakers or as recommended by manufacturer at location shown on elevator layout and installation drawings.
3. Conduit, including wiring runs and junction boxes for remote indicator and control panels. Final hookup by elevator contractor.
4. Temporary power of same characteristics as permanent power for equipment testing and adjustment, if required.
5. Smoke sensors or product of combustion sensors in elevator lobby except fire control floor, circuits to controller. Final hookup by elevator contractor.
6. Telephone instrument, including final hookup to controller terminals

and to telephone instrument.

7. Emergency standby power, as required, including installation and hookup of emergency power and lighting supply. Dry type signal contact on normal/standby transfer switches with wiring to elevator controller.
8. Shaft and equipment area lighting and convenience outlets.
9. Building safety systems, as required, including any special intercom, paging and closed circuit television systems (CCTV). Instruments, accessories and related wiring to elevator controller. System shall preferably be hooked to security control room located 200-300m away in fiber optic cable and also within old hospital block lift to monitor the activities on the elevators (internal and external). This shall include lobby at ground floor, lobby 1st floor and interior of the car. Liaise with KNH ICT and Security for this mandatory requirement.

C: QUALITY ASSURANCE CONDITIONS

- A. Qualified bidders shall be registered elevator contractors as approved by National Construction Authority (NCA 5) and/or approved agents of manufacturers and registration by Kenya Regulatory body.
- B. Dumbwaiter entrances shall be manufactured by manufacturer
- C. Dumbwaiter cars shall be manufactured by manufacturer.
- D. Substitution Requirements:
 1. A list of five installations of similar application within ten (10) miles (16Km) identifying building name, architect and owner, and their phone numbers.
 2. Location of nearest parts warehouse.
 3. Names and qualifications of five (5) people who would normally service such equipment.
 4. A list of five (5) service customers whose similar equipment has been maintained for a period of five (5) years and names of contacts and phone numbers.
- E. Maintenance: Furnish maintenance and call-back service on each elevator including:
 1. Periodic equipment examinations, adjustments, lubrication, cleaning, supplies and parts to insure proper operation. A programme to be availed depicting how the firm intends to undertake the installation. A complete computer controlled and diagnostic C/W built in interface for remote monitoring diagnosis, data transfer which provides such diagnosis and failure memory function.

- F. Regulatory Agencies: Comply with the latest editions of local governing codes and ordinances in effect at time of bid, e.g. Kenya Regulatory Authority, Electric Regulatory Authority and local bylaws Nairobi County (NC)

D: SUBMITTALS

- A. Materials and Finishes: Submit finish data and color selection information.
- B. Layout and Installation Drawings: After receipt of the building drawings, the elevator contractor shall prepare and transmit layout and installation drawings; one reproducible and prints of each drawing.

E: PRODUCT HANDLING

- A. Protect finished surfaces during transport and handling. Store materials and equipment in room provided and secured by contractor or other safe area.

F: WARRANTY

- A. The equipment installed is guaranteed for one full year after acceptance against defect and faulty workmanship. Repair or replace defective material.
- B. Submit all labour and materials furnished in connection with elevator system and installation to terms of "Warranty of Construction" articles GENERAL CONDITIONS. Warranty shall commence upon final inspection and completion of performance test and upon full acceptance of the installation and shall concur with the length of the maintenance contract.

G: EQUIPMENT DESCRIPTION

- A. Provide a fully computer controlled (microprocessor) electric traction elevator (dumb waiter)
- B. System Description
 - 1. Type: Dry well (Shaft) and machine room less landing.
 - 2. Quantity: Elevators shall be studied and modified as per operational grouping. Additional paragraphs might be required for additional elevator groups. Shall be

customer guided at the press of a button as to which lift is available for use. 2 No. clean lift on 2 return instrument lifts operational group system for each set for Old & New theatre dumb waiters.

3. Capacity: 150KG
4. Speed: VARIABLE
5. Stops: 2 stops (G to 1) or as agreed.
7. Openings: 2 front openings
2 landings
8. Platform: 6' 0-1/2" (1840 x mm) W x 8' 9-12" (2680mm) d, 220-330 LBS (100-150 Kg) capacity. (to be confirmed during site visit)
9. Ceiling Ht: 8' 0" (2440 mm) canopy, 7' 4" (2235 mm) (to be confirmed during site visit)
10. Entrance Ht: [2.5' 0"] (760mm) to be measured and confirmed during site visit.
11. Entrance WD: 1.7' (52mm), 220-330 LBS (100-150Kg) capacity for instrument lift (dumbwaiter).
12. Entrance Type: Single slide
13. Mains power Supply: 415 volts, 3 phase, 50 cycle 230-240V, 1 phase, 50 cycle for lighting, auxiliary operations and power to be as existing. Lift control shall be protected against power surge and spikes safe guard against transient currents. Overloads, phase failure relays, etc., shall be availed and monitored by computer controlled system.
14. Operating Signal Fixture Schedule:
 - a. Main car operating panel
 - b. Auxiliary car operating pane as per front opening car.
 - c. Car panel security provisions: Provide keyed lockout of floor buttons at floors
 - d. Car position indicator: Dot matrix digital readout
 - f. In car direction lantern and chime, entrance jamb mounted
 - g. Car floor passing chime. (Audio announcement).
 - h. Floor pushbutton stations: One riser
 - i. Hall security provisions: Provide keyed lockout of floor buttons at floors.
 - j. Car position indicator: Dot matrix digital readout type at all floors

- k. Floor lanterns with directional chime and voice. (Audio system)
15. Auxiliary Operations Schedule:
- a. Fireman's emergency service per local code requirements
 - b. Top of car inspection operation
 - c. Independent service operation
 - d. Battery powered emergency lowering/egress operation to provide capability for elevator to lower itself to an exit floor and open doors for in the event of loss of main power
 - e. Inconspicuous riser swing car service
16. Finish Schedule:
- a. Car door: 4 No. satin stainless steel.
 - b. Car door sill: Extruded aluminum
 - c. Floor door 4 No. : satin stainless steel
 - d. Floor frames: 4 No. stainless steel
 - e. Hall door sill: Extruded aluminum
 - f. Pushbuttons: 4 No. satin bronze
 - g. Cab interior: Flush wall construction faced with plastic laminate and silver brushed stainless steel front, rear and sides.
 - h. Cab reveals: 4 No. satin stainless steel
 - i. Handrails: 8 No. polished stainless steel, formed, 50 mm OD x 3mm thick on the 3 panels. Dual panel on each wall to cater for different height requirements of hospital furniture and equipment.
 - k. Floor finish to be 3MM thick, seamless, chequered stainless steel plate secured flash and complies with local and international safety regulations. No sharp joint shall be exposed.

PRODUCTS

H: MANUFACTURER

- A. Provide Dumb waiter elevator system(s) as approved by the Manufacturer.
- B. Provide system(s) in which the major components, including Dumb waiters variable frequency drive motor / plc inverter drive, pumping units, buffers, door operations equipment, elevator car enclosures and hoist way entrances are directly produced by the approved manufacturer. The system to be variable voltage, variable frequency and computer controlled or better.

I: MATERIALS

- A. Aluminum: Extrusions as per ASTM B221, or stainless steel AISI104

- B. Cold Roll Sheet Steel: Provide for all exposed work, as per ASTM A366, with matte finish.
- C. Structural Steel: As per ASTM A36
- D. Stainless Steel: As per ASTM A167, 300 series, with finish as specified.
- E. Plastic Laminates: As per NEMA LD-3, or equal with suitable backer sheets to minimize warping, general purpose Grade HGS, .050" (1.3 mm) thick.

Note: Equal or equivalent standards may be accepted on approval by the project manager.

J: FINISHES

- A. Aluminum: Clear finish, unless otherwise specified.
- B. Machinery and Equipment: Degrease and shop paint with rust inhibiting primer.
- C. Sheet Steel:
 1. Clean: Displace soils through spray impingement and wetting utilizing detergent packages with necessary surfactants.
 2. Phosphatize: Acid etch surface of metal substrate and phosphate coat 20 to 40 MG per square foot.
 3. Rinse: Flush non-adherent soils and phosphate solution
 4. Seal/Rinse: Remove trace chemical residue
 5. Oven dries immediately to prevent flash rusting
 6. Electro statically apply 1 to 2 mil non-reactive prime or finish coating of polyester, epoxy, or epoxy/polyester hybrid.
 7. Oven cures per coating manufacturer recommendations for time and temperature.
- D. Stainless Steel: No.4 satin finish unless otherwise specified.
- E. Hoist way Hardware: Except as required for proper operation, all hardware not exposed to public view shall be painted with rust inhibiting primer in manufacturer's standard color.

K: MECHANICAL EQUIPMENT - HOISTWAY

- A. Guide rails: Provide tee-section forged steel type for elevator car, suitably sized, bracketed, and attached to the building support structure to withstand the forces imposed by car movement and actuation of car safety devices over speed safety and governor to be provided for roped models only. Install plumb and properly aligned for elevator operation with no discernable

horizontal motion.

- B. Car Platform and sling: Provide with fabricated frame of formed steel shapes, gusseted and rigidly welded. Platform decking shall be steel. The elevator platform will be of all steel construction, with suitable flooring substrate and an extruded aluminum car door sill/threshold attached to the top of the car platform.
 - 1. The sling shall consist of heavy steel stiles properly affixed to a steel crosshead and bolsters, with adequate bracing members, to remove all strain from the car enclosure.
- C. Roller Guides: Provide at the top and bottom of the car frame, consisting of rubber or neoprene-tired roller wheels, designed for quiet operation on dry, non-lubricated rail surfaces. Include auxiliary safety guides as an integral part of the guide shoes.
- D. Over speed Governor and Safety: Provide a centrifugal speed governor located at the top of the hoist way capable of detecting a car over speed condition, with means to actuate mechanical car safety and electrical safety devices integrated in the elevator system design. All this shall be integrated and supervised by computer system (microprocessor).
- E. Governor Tension Sheave: provide at pit level, of sufficient size, weight, and otherwise designed to maintain uniform tension of the wire rope connected to the car safety and driving the over speed governor as required for proper operation of those devices.

L: MECHANICAL EQUIPMENT – MACHINE ROOM AND HOISTWAY

- A. Microprocessor Controller: Provide 4No group controller and duplex system (or otherwise) car selective-collective type operation, controlled from the car station and up and down pushbuttons located in the hall call stations. The push-buttons in the car operating station shall be numbered to correspond to the landings of the elevator.
- B. To operate the elevator, press one or more call buttons on the car operating panel and the car will travel to the first call in line of the direction of travel in which the elevator is traveling. The car will then respond to all calls in that direction and then reverse direction and respond to all calls in the new direction in proper mechanical order. The calls will be responded to in proper mechanical order without regard to time sequence of call registration. The car shall direct client with a voice and arrow on available lift.
- C. The registration of one or more hall calls will cause the car(s) to respond to the calls in proper order without regard to sequence of call registration. The

control will accept both hall calls and car calls without priority to either and will select automatically the proper order of car dispatch. The dispatch of the car will be such that the car will respond to all calls in one direction and at the last call in that direction will reverse itself and respond to the calls registered in the other direction. [For group operations, the controller shall determine which car is best able to respond to the hall call in the timeliest fashion, and assign calls to the elevator cars in the group in a manner to produce the lowest hall waiting times. Car status and demands for service shall be monitored continuously, with reassignments made as conditions dictate).

- D. If a down call is pressed while an up assigned car is approaching that floor, the car will not stop but pass that floor. The car will stop for the down call after it has collected all up assigned calls and reverses in the down direction.
- E. If an up call is pressed while a down assigned car is approaching that floor, the car will not stop, but pass that floor. The car will stop for the up call after it has collected all down assigned calls and reverses in the up direction.
- F. An adjustable door hold open time delay relay will be provided to enable passengers to enter or leave the car. Pressure of a car button for another landing before this time elapses shall cause the delay time to be reduced.
- G. When the car has responded to a hall call, direction reversal shall be prevented by sufficient time to allow a car call to be registered in order to continue the direction of car travel.
- H. [Independent Service: If specified provide switch in car station to allow operation from car button only; car does not respond to hall calls.
- I. Special Functions (as specified):
 - 1. Protective Circuit: In the event the car fails to reach the floor within a predetermined time, the elevator shall return to the lowest landing, open the doors and be removed from service. All buttons except the "Door Open" button will be inoperable.
 - 2. Inspection Operation: Per code authority.
 - 3. The lobby door hold open time and the typical floor door hold open time shall be independently adjustable. Also, the door hold open time for car calls shall be independently adjustable from the door hold open time for hall calls. Mechanical timers shall not be used.
 - 4. Door Nudging: After a predetermined time, a loud buzzer shall sound, the photo-eyes or detector edge shall be deactivated, and the doors shall close at reduced speed and closing force. The doors shall continue to close unless a mechanical door protective device is activated at which time the doors will stop. If the Door Open button is pressed, the door will reopen. The buzzer shall continue to sound as long as any device which attempts to prevent door closure is

activated. If all such devices are released, the buzzer shall stop, and the door shall resume normal closing speed.

5. Emergency Battery Power Operating Unit: In the event of a power failure, to lower the elevator to the main floor and open the doors.

J. Operation under fire or emergency conditions as per governing code.

K. Wiring:

1. General: Use flame-retardant, moisture proof wire per National Electric Code. Conductors shall be copper.
2. Travel Cable: Provide adequate wires for all required controls plus one (1) spare pair of shielded communication wires; wire for music. Structured cable is ideal for future requirement in respect to hospital growth and priority.
3. Work light and receptacle on top of elevator car.

M: CAR ENCLOSURE

A. Interior design of ornamental appurtenances as described below, unless otherwise indicated in contract drawings.

1. Exterior wall structure fabricated of 14 gauge sheet steel, frame type construction. Steel shall be prime powder coated.
2. Roof structure fabricated of 12 gauge sheet steel and properly reinforced. Canopy shall be provided with white polyester finish on interior, non-slip prime on exterior.
3. Front return and header: Integral two-piece swing front return, with finish as scheduled. Header shall be of similar design.
4. Ceiling: Choice of manufacturer's standard suspended ceilings as scheduled.
5. Car doors with finish as scheduled.
6. Base and panel reveals with finish as scheduled.
7. Hand rails as scheduled.
8. Emergency lighting: Provide battery powered unit designed to illuminate car and power emergency alarm bell in the event of loss of normal lighting power supply.
9. Ventilation: Provide car top mounted ventilation fan and adequate vents as required by local codes.
10. Provide 6 pairs ultra violet (UV) lights into all the outlets of the vents duty and standby leading into the MRL compartment and the lift shaft. UV system shall be monitored and in the event of failure of duty system standby takes over automatically. As long as duty UV is in operational continuous warning inform of flashing and low alarm shall remain activated till corrective action is taken.

N: HOISTWAY ENTRANCES

- A. Unit construction, ULC fire rated for 2 hours, fully self-supporting assembly with no sill angle or recess required, suitable for direct attachment to flush inside front wall of hoist way.
1. Doors shall be of the metal horizontal sliding type and shall be furnished in place at each landing opening; minimum 16 gauge cold rolled sheet stainless steel, two door gibs per panel, concealed reinforcing ribs, finish as scheduled.
 2. Frames shall be constructed of bolted construction for unit assembly, fabricated from 14 gauge cold rolled sheet stainless steel, finish as scheduled.
 3. Door hardware shall include sills, integral hangers, fascia plates, constant tension door closure weight, and miscellaneous hardware as required for proper installation.
 4. Hangers and integral tracks, complete with two-point suspension; metal sheaves with resilient insert-type riding surfaces; ball bearing type rollers.
 5. Door Jamb Identification: Provide at each side of the entrance jamb at height of 60" above finish floor, raised floor identification numerals and Braille, in compliance with ADA requirements.

O: DOOR OPERATION EQUIPMENT

- A. General: Provide heavy-duty master type operators with solid state controlled permanent magnet motor. (VVVF door controller) or better.
- B. Door protection per code but including:
1. Door obstruction protection shall be provided by an electronic sensing device consisting of a full door height array of infrared sensors which shall project across the entrance to prevent the car and hoist way doors from closing if a passenger or object interrupts the sensor array. A mechanical reversing edge shall not be provided.
 - a. When a stop is made, the door shall remain in the open position for a predetermined interval unless the closing is initiated by interruption or re-establishment of the infrared array, by registration of a car call, or pushing the door close button
 - b. The doors shall be prevented from closing as long as the infrared array is interrupted. If the doors are closing and the

infrared array device is activated, the doors will stop and re-open. After an adjustable length of time, the doors will proceed to close.

- c. Automatic Disable Feature: Should the infrared array indicate an obstruction for an adjustable time period, control circuitry shall override and disable the sensing unit to allow doors to enter nudging mode as described herein.
1. Photo-eye protection shall be an electronic sensing device of the dual photo-eye type and shall project across the entrance to prevent the car and hoist way doors from closing if a passenger or object interrupts the light ray. Additionally, the elevator car door shall be equipped with a mechanically actuated reversing safety edge.
- a. When a stop is made, the door shall remain in the open position for a predetermined interval unless the closing is initiated by interruption or re-establishment of the light ray, by registration of a car call, or pushing the door close button.
 - b. The doors shall be prevented from closing as long as either the light ray is interrupted or the mechanical safety edge is activated. If the doors are closing and either the light ray or the mechanical safety device is activated, the doors will stop and re-open. After an adjustable length of time, the doors will proceed to close. If the light ray device fails, means shall be provided to de-activate the system.
 - c. Automatic Disable Feature: Should the photocell unit indicate an obstruction for an adjustable time period, the self-contained control circuitry shall override and disable the sensing unit to allow door closure.
 - d. The safety edge, however, will not be de-activated under any normal conditions.

Door Adjustment: Shall be readily achieved from within the elevator car, without the necessity to access the elevator machine room or elevator car top.

P: ELEVATOR OPERATING SIGNAL EQUIPMENT

- A. General: Provide U.S. Elevator Corporation Soft touch® pushbutton fixtures, or manufacturer's standard designs approved as equal; buttons shall be flush with parent surface; pushbutton devices shall incorporate solid state switching and illumination of floor number via integral LED's (light emitting diodes) only; mechanical contact type switches and illumination via miniature incandescent light bulbs shall not be acceptable.

- B. Car operating stations shall be integrally constructed with swing front return, as specified and shall include:
1. Braille Arabic per code: Characters raised from the parent surface in accordance with applicable codes; back mounted mechanical fastenings required. Glue, exposed mechanical fasteners, or decals not acceptable; locate adjacent to the left of each public use button.
 2. Floor Indication Buttons: Provide one for each floor served and blank inoperative buttons for future floors, as specified.
 3. Emergency Stop Switch and Emergency Alarm: Per code.
 4. Door open and door close buttons.
 5. Key switches, as required for specific functions and operation. Key switches will be manufacturer's standard configuration.
 6. Fireman's key switch and/or phone jack, if required, per code. Provide for main car operating panels only.
- C. Car Position Indicator
1. Elevator floor location and direction of travel indications provided via illumination of a LED dot matrix display array. Minimum numeral size shall be no less than 1½" in height, corresponding to each floor and illuminating UP and DOWN direction indicators. Illumination shall be via integral LED's (light emitting diodes) only.
 2. Mount in swing return above operating pushbuttons.
 3. Provide audible signal and voice floor announcement (audio) each time elevator passes/reaches the floor via electronically generated tone. This is around 4. 1st floor a buzzer more appropriate for dumbwaiters

EXECUTIONS

Q: INSPECTION

- A. Verify that hoist way, pit, and machine room are ready for work of this Section.
- B. Verify shaft and openings are of correct size and within tolerances.
- C. Confirm electrical power is available and of correct characteristics.
- D. Report defects or deficiencies.
- E. Do not proceed with work until unsatisfactory conditions are corrected.

R: PREPARATION

- A. Arrange for temporary electrical power to be available for installation work and testing of elevator components.

General contractor is responsible for hoist way; bevel guards; supports for rail brackets; hoist beam; temporary electrical power; light outlets; recesses,

supports and patching; all barricades outside elevator hoist ways; reinforced dry pit; pit convenience outlet, light fixture and switch; enclosed and protected machine room or control room and access to same; machine room lighting, convenience outlets, heating, cooling and ventilation; fused disconnect switch for each elevator; copper feeder, ground and branch wiring circuits for signal system and power operated door; convenience outlet and telephone outlet on control cutout through hoist way wall for wiring ducts panel; and conduit; all conduit and wire runs; combustion sensing devices; and drywall framing, ventilation requirements follow the guidelines below to maintain acceptable temperature ranges and ensure proper equipment operation:

Machine room less compartment – Maintain temperature of the machine room less compartment to between 55 – 90 degrees F (13 – 32 degrees C) with less than 95% humidity non-condensing. A vented door should be avoided. Air removal should be done by ducting the air from the compartment to the outside if possible. Forced air removal to another part of the building or building exterior of the shaft may be needed to keep an air exchange through the control space. Intake should be done by ducting the air from the room to the outside shaft if possible. A forced removal of the air to the shaft or building exterior is needed to keep an air exchange through the control space. A set of UV light system shall be incorporated to treat air into the elevator and out all equipped with necessary back up.

Intake and exhaust vents should not be located next to each space other. Maintain the overhead machinery temperature at the top of the hoist way between 32 – 122 degrees F (0-50 degrees C) with less than 95% humidity non-condensing.

Carefully remove existing elevator and hand over motors, drive sheaves, ropes, dismantled car, buffers, T-rails, attachment brackets, anchors, counter weights, etc. and hand over to the Hospital Engineer or Project Manager as may be directed within the hospital.

Provide a well-structured system either in timber or steel structural members for installation and removal of the above. A carefully constructed system shall meet international and local safety standards for working. System not meeting standards and risky to workers/clients shall not be accepted until authorized as satisfactory and sound.

S: INSTALLATION

- A. Install in accordance with ASME A17.1 or equivalent local.
- B. Install all elevator components as specified and required for a complete operating elevator system.

T: FIELD QUALITY CONTROL

- A. Perform periodic field inspection as work is performed to confirm installation in accordance with project requirements.

- B. Perform and meet tests required by ANSI/ASME A17.1 or as equal as per local code.
- C. Perform system testing to verify equipment performance criteria have been met in the following areas:-
 - 1. Contract speed
 - 2. Leveling accuracy
 - 3. Door operation times
 - 4. Door closing force
- D. Supply instruments as required to execute tests.
- E. Furnish test and approval certificates issued by jurisdictional authorities.

U: DEMONSTRATION

- A. Arrange for and perform a final check of elevator operation with the owner or owner's representative (Hospital Engineer), present prior to turning each elevator over for use. Confirm that the complete system is operating properly.
- B. Demonstrate any special operational features, and provide operating instructions for owner use.
- C. Provide keys needed for actuation of any operating device so equipped.

V: TEMPORARY USE

- A. To provide provision of a maintenance contract for five years after warranty period and thereafter 1 year renewable with comprehensive contract all integrating provision of, penalties for any non-performance. Service delivery should exceed 95% of the operational time.
- B. A complete software system shall be availed to the Hospital Engineer to diagnose system faults or fault finding software complete with at least 2No lap tops. The system shall allow for hooking up USB to display default software shall be availed in a CD and flash disk USB. Laptop to be fully equipped with fault diagnostic software and CD/Flash disk backup.
- C. Provide operators C/W programming manual and maintenance manual c/w parts catalogue CD and flash disk of the same shall be provided in installation software.
- D. Allow for contingency sum Kshs. 250,000.00 for each lift to be expended at the discretion of project manager.
- E. Allow for Kshs. 60,000.00 for each lift for statutory testing of licenses.
- F. A verification trip for 4 No. persons to visit factory of manufacture for at least 5 days C/W air tickets, visa, transport, every facilitation for success of the task and full board accommodation. Such team shall at least have two persons from the engineering (mechanical and electrical engineers,

procurement officer and in charge TSSU) to be adequately represented. Allow for Kshs.650, 000.00 each person.

- G. Arrange for local training on how to handle elevators for a minimum of one month until the concerned have gone through operation and issued with operation competence certificate. Training shall cover the following but may be expanded beyond the following as per site demand.
- (i) 4 No. maintenance personnel
 - (ii) 2 No. security personnel
 - (iii) 2 No. public health officers
 - (iv) 6 No. TSSU support staff preferably porters. - No. trolley porters and patient trolley porters and stretcher porter
 - (v) 2 No. administrators
 - (vi) 4 No. nurses

W: SUMMARY OF DUMBWAITER ELEVATOR FEATURE

- A. Energy efficient.
- B. Adaptive door timing prior to landing.
- C. Attendant controller as dictated by conditions.
- D. Car fan and light to automatically switch off if no load detected in the car.
- E. Car preference service to allow assignments from call group.
- F. Excellent initiation of door opening before landing stops.
- G. A door chimes to initial slow closure of door upon warning in the event of prolonged door obstruction.
- H. Earthquake door detector to bring car to next landing.
- I. Full load by-pass
- J. Overload controller.
- K. Voice or audio announcement to avail car position.
- L. Car call destination control system to assign from 4 No. call group to assign appropriate car system to be synchronized group of four as dictated by number of dumbwaiter elevators.
- M. Reservation or independent for special purposes.
- N. Parking to ensure even distribution of free cars to minimize response time.
- O: Power factor : The powerfactor for the drive shall not be less than 0.9

laging

QUALIFICATION CRITERIA

The following should be included in the eligibility and qualifications of the Tenderers as minimum:-

- To be the manufacturer or their direct local agent, proof of main agency required
- Proof of technical capacity, qualifications and experience
- Proof of availability of spares
- Proof of a local workshop
- Proof of capability for 24 hours emergency coverage
- Proof of similar works carried out and lifts maintenance contracts.

SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

7.3 Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.4 Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.5 Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

7.6 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

7.7 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the equipment where the tender is an agent

7.1 FORM OF TENDER

Date _____

Tender No: KNH/75/2018-2019

TO CHIEF EXECUTIVE OFFICER
KENYATTA NATIONAL HOSPITAL
PO BOX 20723- 0202 NAIROBI

Gentlemen and/or Ladies:

1. Having Examined the Tender documents including Addenda Nos..... of which is hereby dully acknowledged , we ,the undersigned, offer to supply.....of.....goods in conformity with the said tender documents for the sum of(total tender amount in words and figures).....

- 2. We undertake, if our Tender is accepted, to provide the goods in accordance with the goods schedule specified in the Schedule of Requirements.
- 3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 1(one) percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenyatta National Hospital.
- 4. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening in the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated This _____ Day of _____ 2018

[signature

[In the Capacity Of

Duly authorized to sign tender for and on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) (Whichever applied to your type of business) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form

Mandatory

Part 1 - General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No.company Mobile E mail address.....Contact PersonMobile.....

Nature of Business,.....

Registration Certificate No.

Maximum value of business which you can handle at any one time - Kshs.

Name of your bankers Branch.

Complete part 2(a), 2(b) or 2(c)

Part 2 (a) - Sole Proprietor

Your name in full Age

Nationality Country of origin

- Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.

- 2.
- 3.
- 4.
- 5.

Part 2 (c) - Registered Company Private or Public

.....

State the nominal and issued capital of company: Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Mandatory

Part 3 (a) - Pursuant to section 59(1)(a) ,(2) and (3) of the Public Procurement Assets and Disposal Act related Regulations . This must be signed by all Directors Partner (s) /Sole Proprietor of the Company (or any other applicable legislation in the Country of registration)

1 /we the Director(s) of Company/Firmhereby declare that I /we are not a board member , employee or even a relative to any employee of Kenyatta National Hospital.

Given details of partners /Directors /Sole proprietor as follows:

Name	Nationality	Citizenship Details	Signature
1.....			
2.....			
3.....			
4.....			
5.....			

Mandatory

Part 3(b) Public Procurement & Assets Disposal Act 2015 and related regulations or any other applicable legislation in the Country of registration).

Pursuant to section 41 of the Public Procurement and Assets Disposal Act 2015, I/ we the Directors/Partners/Sole Proprietor of this Company/Firmconfirm that we have not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

Name	Nationality	Citizenship Details	Signature
1.....			
2.			
3.			
4.			
5			

NB: If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

SignDateStamp.....

7.3 TENDER SECURITY FORM

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of [name and/or description of the equipment] (hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE
 of having our registered office at (hereinafter called “the Bank”), are bound unto [name of Procuring entity} (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

 [signature of the bank]
 (Amend accordingly if provided by Insurance Company)

7.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____
 between [name of Procurement entity] of
 [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and
 [name of tenderer] of [city and country of tenderer]
 (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain equipment] and has accepted a tender by the tenderer for the supply of those equipment in the sum of [contract price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the equipment and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the equipment and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____)

7.5 PERFORMANCE SECURITY FORM

To [*name of Procuring entity*]

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
_____ [*reference number of the contract*] dated _____
20 _____ to supply [*description of equipment*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

(Amend accordingly if provided by Insurance Company)

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To [*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

..... [*name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of [*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [*date*].

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

7.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]*
 who are established and reputable manufacturers of
 *[name and/or description of the equipment]* having factories at
 *[address of factory]* do hereby authorize
 *[name and address of Agent]* to submit a tender, and
 subsequently negotiate and sign the Contract with you against tender No.
 *[reference of the Tender]* for the above equipment
 manufactured by us.

We hereby extend our full guarantee and warranty as per the General
 Conditions of Contract for the equipment offered for supply by the above firm
 against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of
 the Manufacturer and should be signed by an authorized person.

7.8. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

- 7.7.1 Please acknowledge receipt of this letter of notification signifying your acceptance.
- 7.7.2 The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
- 7.7.3 You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.9

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF 20.....

BETWEEN

.....APPLICANT AND
.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax
No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review
Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: 1.

- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/ ...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of.....20.....

SIGNED
Board Secretary

Telegram: "MEDSUP," Nairobi
 Tel.: 2726300-9
 Fax: 2725272



KENYATTA NATIONAL HOSPITAL
 P.O. Box 20723- 00202-KNH
 NAIROBI

BANK DETAILS FORM

**INSTITUTION/COMPANY
 NAME:**

--

ADDRESS

OFFICIAL STAMP

--	--

(1)

(2)

AUTHORIZED PERSONS NAME

POSITION

TELEPHONE NO.

SIGNATURE

DATE

ACCOUNT NO.:

--

BANK NAME:

BANK CODE

--	--

BRANCH NAME:

BRANCH CODE

--	--

BANKERS CONFIRMATION THAT ACCOUNT DETAILS ARE AS STATED ABOVE

AUTHORISED SIGNATORY:

1)	2)
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BANKERS STAMP:

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SITE VISIT/ SURVEY CERTIFICATE

TENDER NO: KNH/T/75/2018-2019

Bidders Name:.....

Address:.....

This is to confirm the above noted bidder visited KNH site on..... **at 10.00Am.**

Bidder's Representative

Name:.....Sign..... Date:.....

KNH Representative:

Name:.....Sign..... Date:.....

This is to confirm the above noted bidder visited KNH site

On.....