



**REPUBLIC OF KENYA**  
**MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT**  
**State Department for Housing and Urban Development**

**ADDENDUM II**  
**TENDER CLARIFICATIONS**  
**PROPOSED MANUFACTURE, ASSEMBLY, DELIVERY, INSTALLATION &**  
**MAINTENANCE OF PASSENGER LIFTS FOR THE AFFORDABLE HOUSING**  
**PROGRAM UNDER FRAMEWORK AGREEMENT**

**TENDER NO. SDHUD/784/SPPM/001/2025-26**

This is in reference to tenders' advertisement appearing in MyGov on 31<sup>st</sup> March, 2026 and Addendum 1 dated 23<sup>rd</sup> April, 2026.

<b>S/NO</b>	<b>CLARIFICATIONS</b>	<b>RESPONSE</b>
1.	The Tender does not have a Capped Price for 18 stops lift, while the BoQ includes 165 units of the same, clarify on the capped price.	The capped price for the 18-stop lift shall <b>not exceed KES 5,600,000 per unit</b> . Bidders exceeding this cap shall be deemed <b>non-responsive</b> .
2.	Silver satin stainless steel has been requested; however, is silver brushed stainless steel acceptable?	<b>Refer to previous addendum.</b>
3.	(2.6.8) Rubber buffers – We can comply with oil buffers instead. – is this acceptable?	<b>Refer to previous addendum.</b>
4.	Fire rating for glass doors is not feasible. – Kindly clarify.	<b>Refer to previous addendum.</b>
5.	15 mm toughened glass doors are specified; however, To reduce lifecycle costing, KONE can comply only with 10.76 mm glass is this acceptable?	<b>Refer to previous addendum.</b>
6.	(1.9) Car emergency lighting is specified in the car operating panel, instead we comply in transom panel. Is this acceptable?	The requirement shall <b>remain as specified</b> .
7.	(2.6.10) Motor starts requirement of 250 starts/hour – KONE complies with 180 starts/hour. – is this acceptable?	<b>Refer to previous addendum.</b>
8.	(2.6.13) Noise level requirement of max. 48 dBA – KONE complies with 55 dBA. – is this acceptable?	<b>Refer to previous addendum.</b>
9.	(2.6.15) Skirting height of 150 mm is	<b>Refer to previous addendum.</b>

	specified – 75 mm is achievable under standard execution. – is this acceptable?	
10.	(2.6.16) COP - emergency stop switch – not feasible. Please clarify.	The requirement is <b>mandatory for safety compliance</b> in accordance to item <b>2.6.16.6 part ii</b>
11.	(2.6.21) Lantern color requirement (red at first floor, green at ground floor) – standard execution allows single-color lanterns; kindly clarify.	<b>Refer to previous addendum.</b>
12.	(2.6.31) Car lighting requirement of 150 lux – KONE complies with 100 lux as per EN 81-20. – is this acceptable?	<b>Refer to previous addendum.</b>
13.	Lift G + 15 Deviated to 1.75 m/s speed, is this acceptable?	Lift speeds are based on <b>design and traffic analysis</b> . Bidders can recommend deviation as long as it is above the minimum specified and without any contractual variations.
14.	Shaft dimensions for Lift Type 1 do not comply with the required car size and door size. – Doors Deviated to Side Opening to fit in shaft, is this acceptable?	<b>Refer to previous addendum.</b> Bidders are expected to <b>design within sizes given adhering fully to the specifications specifications.</b>
15.	<p>Page no. 122 – Clause 2.6.4.2 - Passenger Lift Type 1 Specifications Doors-</p> <p>i. clear width x height (mm) – indicated 900 x 2100 – as per shaft size 1900x1700mm achievable clear door width will be 800mm – kindly confirm</p> <p>ii. car door finishing - 15mm clear toughened glass as per EN1634s</p> <p>iii. landing door finishing - 15mm clear toughened glass as per EN1634 for ii and iii – we request to confirm whether there will be any scenery or view around shaft? Or its around staircase? Is there a provision for viewing staircase? Kindly advice and confirm.</p> <p>iv. landing door fire rating – 2 hours. – Does it really required?</p>	<p>I. The <b>minimum 900mm clear width is mandatory</b>. Bidders shall not reduce this requirement.</p> <p>II. The specification stands. Bidders shall <b>price as specified</b>. The <b>2-hour fire rating is mandatory</b> in compliance with life safety requirements. No deviation permitted.</p> <p>III. Bidders shall <b>comply with the specified headroom</b>. Any adjustments must be <b>accommodated within design without altering tender requirements</b>.</p> <p>IV. car door finishing: 15 mm fire-rated glazed (FRG) panels tested to EN 1634-1 achieving not less than EI 60 (1-hour integrity and insulation) for car doors, or as required by the project fire engineer's specification. landing door finishing: 15 mm fire-</p>

	<p>v. Headroom – indicated 3900mm – ideally it shall be 4200mm-4500mm</p>	<p>rated glazed (FRG) panels tested to EN 1634-1 achieving not less than EI 120 (2-hour integrity and insulation). landing door fire rating: 2 hours (EI 120 per EN 1634-1).</p> <p>V. Responded in previous addendum. The 3900mm headroom is the minimum allowable</p>
16.	<p>Page no. 124 - 2.6.4.3. Passenger Lift Type 2 Specifications</p> <p>Doors-</p> <p>i. car door finishing - 15mm clear toughened glass as per EN1634</p> <p>ii. landing door finishing - 15mm clear toughened glass as per EN1634 for i and ii – we request to confirm whether there will be any scenery or view around shaft? Or its around staircase? Is there a provision for viewing staircase. Kindly advise and confirm.</p> <p>iii. landing door fire rating – 2 hours. – Does it really required?</p> <p>iv. Headroom – indicated 3900mm – ideally it shall be 4200mm-4500mm</p>	<p>I. Refer to item 15-part iv</p> <p>II. Refer to item 15-part iv</p> <p>III. Refer to item 15-part iv</p> <p>IV. Refer to item 15-part v</p>
17.	<p>Page no. 132 - 2.6.15. Standard Lift Car and door finishes</p> <p>Ceiling - Sheet Steel finished in high grade textured short velvet. Colour to be approved by Architect from standard range – Stainless Steel Ceiling is acceptable or not? Kindly confirm.</p> <p>Lighting - Recessed Low voltage lighting and fluorescent lighting shall be provided. – LED Lightings are acceptable or not? Kindly confirm.</p> <p>Handrail - A Polished Stainless Steel circular handrail shall be furnished and installed on two side panels and on the rear panel to be approved by Architect.</p>	<p>I. Alternative finishes may be proposed <b>only if equivalent or superior</b>, subject to the architects approval.</p> <p>II. LED lighting is <b>acceptable</b>.</p> <p>III. Refer to the specifications no change is allowed</p>

	<p>– Providing 3 sides handrails will reduced the lift car size. Our suggestion is to provide 1 no. of handrail on the rear panel for achieving optimum car size.</p>	
18.	<p>Page no. 134 - 2.6.21. – Hall lanterns</p> <p>2.6.21.1. Hall lanterns shall be provided at all floors above the lobby to advise waiting passengers of the travelling direction of the approaching passenger lift.</p> <p>2.6.21.2. The lanterns shall be red on the first floor, green at the ground floor. Lifts are quipped with Hall call button plate, which will indicate direction of the lift travel.</p> <p>Adding Hall lanterns on all floors with different colour will add cost to the lift. Kindly advise.</p>	<p><b>Refer to previous addendum.</b></p>
19.	<p>2.6.31. Other main facilities and functions to be included:</p> <p>Entrances: - The lifts car shall have automatic high-speed power operated 2 panel center opening door of 1,200 mm wide by 2100mm high.- In specifications on page no. 122 &amp; 124 – Its 900mm. Kindly confirm.</p> <p>Car Cabin walls: Mirror finish on hairline Stainless steel to Engineer’s approval or as selected by client from contractor availed brochures. – In specifications on page no. 123 &amp; 124 – Its Silver satin stainless steel – Kindly confirm.</p>	<p>I. The applicable requirement is 900mm clear width.</p> <p>II. Bidders shall price as per the specifications refer to item 2.6.4.2 of the specifications</p>
20.	<p>Page no. 49. 4.2. - Economic Evaluation</p> <p>Conformance with the estimated cost: The estimate for the specified items in the Bills of Quantities shall be up to the rates summarized below. – Is this price cap is considered with the Defects</p>	<p><b>Refer to previous addendum.</b></p>

	Liability Period (one Year) and 10 years beyond the Defects Liability Period. – Kindly confirm.									
21.	<p>Page. no. 50 - 42 - v. Functional Guarantees of the Facilities</p> <p>Warranty Requirement - 10-year comprehensive warranty</p> <p>Functional Guarantees - Guarantees extend to 10-year maintenance post-DLP per call-off under the Framework Agreement.</p> <p>We understand that price cap mentioned on page no. 49 is not applicable for a and b above. We need to quote separately for the same. – Kindly confirm.</p>	<b>Refer to previous addendum.</b>								
22.	Section V — Particular Specifications Clauses 2.6.4.2 and 2.6.4.3 — Shaft dimension tables	Add the following note immediately below each shaft dimension table: 'NOTE: Shaft dimensions are stated as width (W) × depth (D), where width is the internal dimension parallel to the landing door face, and depth is the internal dimension perpendicular to the landing door face. All dimensions are internal clear dimensions of the structural shaft opening. The Lift Installer shall verify all shaft dimensions by survey before confirming the call-off programme.'								
23.	Section V — Schedule of Requirements Clause 9.3 SERVICE RESPONSE TIMES (Currently blank table)	<p>This shall read as:</p> <table border="1"> <thead> <tr> <th>Service Category</th> <th>Response Time</th> </tr> </thead> <tbody> <tr> <td>Resolution Target Critical Failure (Priority 1):</td> <td></td> </tr> <tr> <td>Lift stopped — persons trapped or risk to life</td> <td>≤ 1 hour from notification   ≤ 4 hours from notification, or until persons are evacuated and safe (whichever is earlier). Escalation: SDHUD PM and Building Manager notified within 30 minutes of notification.</td> </tr> <tr> <td>Major Fault (Priority 2): Lift fully out of service — no persons at risk</td> <td>≤ 4 hours from notification   ≤ 24 hours from</td> </tr> </tbody> </table>	Service Category	Response Time	Resolution Target Critical Failure (Priority 1):		Lift stopped — persons trapped or risk to life	≤ 1 hour from notification   ≤ 4 hours from notification, or until persons are evacuated and safe (whichever is earlier). Escalation: SDHUD PM and Building Manager notified within 30 minutes of notification.	Major Fault (Priority 2): Lift fully out of service — no persons at risk	≤ 4 hours from notification   ≤ 24 hours from
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Major Fault (Priority 2): Lift fully out of service — no persons at risk	≤ 4 hours from notification   ≤ 24 hours from									

		<p>notification. Escalation: PM notified within 2 hours if resolution target is at risk.</p> <p>Significant Fault (Priority 3): Reduced capacity or intermittent service   ≤ 8 hours from notification   ≤ 48 hours from notification. Escalation: PM notified if 48-hour target at risk. Minor Fault (Priority 4): Non-critical defect (indicator, lighting, intercom, minor cosmetic)   ≤ 24 hours from notification   ≤ 5 working days from notification. Recorded in monthly report. Preventive Maintenance: Monthly routine service per Clause 1.16   Advance notice ≥ 5 working days   Complete within 4 hours per lift. Schedule submitted quarterly.</p> <p>NOTE: 'Notification' means receipt by the contractor of a fault report by telephone, email, or the monitoring system. 'Resolution' means the lift returned to full normal service. Scheduled operating hours for uptime calculation: 0600 hrs – 2200 hrs daily including weekends and public holidays.</p>
24.	Section V — Particular Specifications Insert as new sub-clause under Clause 1.2.2 (Lifts Pits)	<p>1.2.2(b) PIT REFUGE SPACE</p> <p>A safe refuge space of not less than 0.50 m (width) × 0.60 m (depth) × 1.00 m (height) shall be maintained in the pit when the car and counterweight buffers are fully compressed, in accordance with EN 81-20:2014 Clause 5.7. The contractor shall confirm compliance with this requirement in the shaft layout drawings submitted for Engineer's approval.</p>
25.	Kindly clarify whether the tender is limited to international bidders only.	This tenders are for both international and local bidders
26.	What is the commencement Period	<p>SCC 8 — Time for Commencement and Completion SCC 8.1: The Contractor shall commence work on the Facilities within _____ from the Effective Date is amended to read: <b>The Contractor shall commence work on the Facilities within Thirty (30) calendar days from the Effective Date of each call-off order, or such other period as</b></p>

		<p>stated in the specific call-off order.</p> <p><b>Commencement shall mean: submission of the call-off construction programme under SCC 8.3, issuance of the factory inspection notice under Clause 1.19.2, and mobilization of the Lift Engineer-in-Charge to the project site.</b></p>
27.	SCC 11.2 — Price Adjustment (Maintenance Component)	<p>SCC 11 — Contract Price SCC 11.2: The Contract Price shall be adjusted in accordance with the provisions of the Appendix to the Contract Agreement Titled Adjustment Clause. Is amended to read:</p> <p><b>SCC 11.2: The Contract Price shall be adjusted in accordance with the provisions of Appendix 2 (Price Adjustment) to the Framework Agreement. For the avoidance of doubt, price adjustment applies to both: (a) the supply and installation component of each call-off, using the index basket specified in Appendix 2; and (b) the maintenance fee component of each call-off, using a separate index basket weighted as follows: Kenyan Consumer Price Index (Labour and Overhead component) — 60%; Steel and Components Import Price Index (as published by the Kenya National Bureau of Statistics or equivalent) — 20%; Fixed (non-adjustable) component — 20%.</b></p> <p><b>The Base Date for price adjustment for each call-off shall be the date thirty (30) days before the Effective Date of that specific call-off, not the Framework Agreement signing date.</b></p>
28.	Section VII — SCC Insert as new Schedule to the SCC — INVESTMENT AND MANUFACTURING MILESTONES	<p><b>NEW CLAUSE: SCHEDULE [X] — INVESTMENT AND LOCAL MANUFACTURING MILESTONES</b></p> <p>The following milestones are binding contractual obligations under SCC [NEW] (Framework Renewal and KPI-Based Continuation). Evidence for each milestone shall be submitted to the Project Manager within 14 days of the target month: Milestone M-1 (Month 3): Submit signed lease or ownership documents for Kenya facility site (minimum 2,000 m<sup>2</sup>) and local business registration certificate (KRA PIN, NCA certificate, investment permit). Consequence of failure: Written warning; Tier 2 reclassification if not cured within 30 days.</p> <p>Milestone M-2 (Month 9): Submit approved factory layout drawings and building permit;</p>

		<p>evidence of capital expenditure on facility fit-out. Consequence of failure: Demotion to Tier 2 call-off eligibility.</p> <p>Milestone M-3 (Month 18): First local assembly in Kenya; submit video evidence and independent QA inspection report to the Project Manager; KEBS/relevant certification application filed. Consequence of failure: Performance deduction of 5% of performance Security value.</p> <p>Milestone M-4 (Month 24): Full local assembly plant operational; all components passing through the Kenya facility; minimum 10 Kenyan technical staff employed on assembly; KEBS certificate of compliance submitted. Consequence of failure: Suspension of new call-off awards; risk of framework termination after 30-day cure.</p> <p>Milestone M-5 (Month 36): First call-off fulfilled using locally assembled lifts; local assembly content ≥ 40% by value certified by independent QA; KEBS periodic audit report submitted. Consequence of failure: Removal from Tier 1 preferred ranking until complied.</p>
29.	<p><b>1. Reliance on the original tender architecture.</b> Following the publication of the tender on 31st March, 2026 and in advance of the pre-bid meeting of 14th April, 2026, our company invested significant time and money preparing a JV bid in strict reliance on the express provisions of the tender document. In particular:</p> <ul style="list-style-type: none"> <li>• ITT 4.2 limits JV membership to two parties - typically the OEM and the local installer - without prescribing which party is to take the lead;</li> <li>• ITT 13.1(j)(3) expressly contemplates three alternative qualifying instruments - a manufacturer’s authorization, a JV agreement with a local installer, or a declaration of local manufacturer presence - each of which is on equal footing; and</li> <li>• the evaluation criteria reward “already manufacturing locally” (Criterion 4 - 8 marks) and a Board Resolution plus</li> </ul>	<p><b>1. Policy Rationale for Manufacturer-Led Requirement</b></p> <p>The requirement for the manufacturer to be the lead bidder is intended to:</p> <ul style="list-style-type: none"> <li>• Support the Government’s objective of promoting local manufacturing capacity building under the Affordable Housing Programme;</li> <li>• To catalyze and anchor local manufacturing capacity in Kenya, particularly for high-value MEP components.</li> <li>• To ensure direct accountability of Original Equipment Manufacturers (OEMs) in long-term performance, warranties, and lifecycle support Facilitate technology transfer and industrial development in Kenya.</li> </ul> <p>This requirement is therefore developmental and strategic, rather than purely procedural</p> <p><b>2. CLARIFICATION ON JV OPERATIONAL</b></p>

<p>Investment Plan to manufacture in Kenya within 24 months (Criterion 4 - 6 marks), neither of which presupposes that the lead bidder is itself the foreign OEM.</p> <p><b>2. Executed JV agreements.</b> On the strength of the foregoing, we have already executed a binding JV agreement with our foreign OEM partner; obtained, paid for and lodged the prescribed notarizations and apostilles on the JV deed and supporting Powers of Attorney; applied for our Tender Security in favor of the JV; mobilized our Manufacturer's Authorization, OEM declarations and component certifications; and instructed our auditors and bankers towards the financial-capacity submissions on Forms FIN 3.1-3.3. To unwind, re-paper and re-execute the JV in favor of a different lead party at this stage is, in real terms, to begin the bid afresh.</p> <p><b>3. Closure on 14th May, 2026.</b> The tender now closes on 14th May, 2026. The change introduced by the Addendum is not a clarification; it is a structural reallocation of responsibility, signing authority, tax residency, banking, and the chain of warranties and indemnities running between the parties. None of those instruments can be re-executed and re-notarized across jurisdictions in approximately seventeen calendar days. The practical effect is to disenfranchise tenderers who, in good faith, structured their bids in reliance on the document as published.</p> <p><b>4. Section 75 PPADA, 2015.</b> We respectfully draw the State Department's attention to Section 75 of the Public Procurement and Asset Disposal Act, 2015, which requires that, where amendments to a tender document are issued, tenderers be afforded reasonable additional time to prepare their bids. The orthodox practice in such circumstances - where the change is so material that it goes</p>	<p><b>STRUCTURE</b></p> <p>For avoidance of doubt: The designation of the manufacturer as lead bidder is for policy and compliance purposes; The manufacturer (lead bidder) may issue a <b>Power of Attorney (PoA)</b> or equivalent legally binding instrument to the JV partner; Such PoA may authorize the JV partner to:</p> <ul style="list-style-type: none"> <li>● <b>Prepare and submit the bid;</b></li> <li>● <b>Execute the contract;</b></li> <li>● <b>Undertake installation, commissioning, and maintenance obligations.</b></li> </ul> <p>This approach ensures that, Manufacturing commitments remain secured at OEM level, while, Execution flexibility is preserved for local partners</p> <p><b>3. EFFECT ON EXISTING JV ARRANGEMENTS</b> Bidders who have already constituted JVs are not required to fundamentally restructure their operational arrangements; Compliance may be achieved through:</p> <ul style="list-style-type: none"> <li>● <b>Designation of the manufacturer as lead; and</b></li> <li>● <b>Submission of an appropriate Power of Attorney or delegation instrument.</b></li> </ul> <p><b>4. CONTINUITY OF OTHER TENDER PROVISIONS</b> All other provisions of the Tender Document and Addendum I remain unchanged.</p> <p><b>5. COMPLIANCE</b> Bidders are advised to ensure that their submissions: <b>Clearly indicate the manufacturer as the lead JV member; and</b> <b>Include the necessary Power of Attorney or legal authorization where applicable.</b></p> <p>The Procuring Entity remains committed to ensuring a procurement process that is fair, equitable, transparent, competitive, and cost-effective in accordance with Article 227 of the</p>
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<p>to the very root of the Structure - is to extend the submission deadline by a margin commensurate with the change, or to withdraw and re-issue the tender.</p> <p><b>5. Article 227 of the Constitution.</b> Article 227(1) requires public procurement to be fair, equitable, transparent, competitive and cost-effective. Penalizing tenderers for a JV structure they were expressly invited to adopt is the opposite of fair and equitable, and the implicit narrowing of the field to OEM-led JVs is the opposite of competitive.</p> <p>We accordingly request the Procuring Entity to:</p> <p>(a) Withdraw the requirement that the lead JV member must be the manufacturer; or</p> <p>(b) In the alternative, expressly grandfather all JV agreements executed prior to Addendum I, and grant a tender-submission extension of not less than thirty (30) calendar days to permit those bidders who must restructure to do so without breach of the tender's notarization, apostille and signing requirements.</p>	<p>Constitution and the Public Procurement and Asset Disposal Act, 2015.</p>
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All the other conditions remain the same.

**Head Supply Chain Management Services**

**For: The Principal Secretary**

**Ministry of Lands, Public Works, Housing and Urban Development**

**State Department for Housing and Urban Development.**

**P.O. Box 30119 -00100 NAIROBI, KENYA**

**Dated 30<sup>th</sup> April, 2026**