



# KENYATTA NATIONAL HOSPITAL

Address: P.O BOX 20723-00202, Nairobi.

Telephone: 020 2726300-4 | 020 4243000 | 020 7244000

Cellphone Numbers: 0730 643 000 | 0709 854 000 | Email: knhadmin@knh.or.ke

Ref: KNH/SCM/ADM.43

Date: 14<sup>th</sup> May, 2026

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## ADDENDUM 1

RE: ADDENDUM TO TENDER NO: KNH/T/31/2026-2027 SUPPLY AND DELIVERY OF COOKING GAS

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To: ALL BIDDERS

Pursuant to the Public Procurement and Asset Disposal Act 2015 section 75 and its attendant Regulations 2020 and Clause 7 on Amendment of - Tender Documents, the Hospital wishes to make the following amendments/clarifications;

### TECHNICAL EVALUATION CRITERIA

The Hospital wishes to provide the following clarification:

**1. Inclusion of additional criteria forms for the following mandatory requirements:-**

- a) **MR 17 - Bank Details** - Dully filled , stamped and signed as per attached form
- b) **MR 18 - Tender data consent form** - Must submit a duly filled signed and stamped commitment to comply with Inspection and Acceptance requirements.
- c) **MR 19 - Inspection and Certificate of Goods** - Must submit a duly filled signed and stamped commitment to comply with Inspection and Acceptance requirements
- d) **MR 20 - Supplier Performance** - Must submit duly filled signed and stamped commitment to comply with the supplier evaluation requirements

**2. Criteria MR 14 - Access to Government Procurement Opportunities Certificate (Agpo)** - Attach valid certificate for access to government procurement opportunities, has since been **EXPUNGED**.

The tender closing and opening date remains unchanged i.e 21<sup>st</sup> May,  
2026 at 10:00am.

A handwritten signature in blue ink, appearing to read 'Julius Kebeney', with a long horizontal stroke above it.

**Julius Kebeney**  
**FOR: CHIEF EXECUTIVE OFFICER**





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## TENDERER DATA CONSENT FORM

Tender Number: \_\_\_\_\_

Tender Description: \_\_\_\_\_

Kenyatta National Hospital is committed to processing your personal information in accordance with the Hospital's Data Protection Policy, Data Protection Act, 2019 and its Regulations.

The personal data submitted in the tender as detailed will therefore be processed in line with the relevant Data Protection, Policies, Laws and Regulations in the way(s) and purpose(s) detailed in this Tenderer Data Consent Form.

I/we \_\_\_\_\_ hereby give explicit consent to processing of my personal data by Kenyatta National Hospital for the purposes of compliance with the Data Protection Act, 2019.

Signed:

Name: (tenderers name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Stamp: \_\_\_\_\_



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## SUPPLIER PERFORMANCE EVALUATION AND COMMITMENT FORM

Procuring Entity: \_\_\_\_\_

Contract/Tender No.: \_\_\_\_\_

Tender Description: \_\_\_\_\_

Contract Period: From \_\_\_\_\_ To \_\_\_\_\_

Name of Supplier: \_\_\_\_\_

Supplier Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

### SECTION A: SUPPLIER PERFORMANCE COMMITMENT

We, the undersigned supplier, hereby commit to providing goods/services/works in accordance with the contract terms, specifications, delivery timelines and applicable procurement laws.

1. Timely delivery of goods/services as per contract schedule.
2. Compliance with technical specifications and quality standards.
3. Prompt response to orders, communication and service requests.
4. Availability of adequate technical support and after-sales service where applicable.
5. Compliance with all statutory obligations including taxes, licenses, and regulatory requirements.
6. Acceptance to collect goods rejected when on use and refund of payments already made.
7. Immediate notification to the procuring entity of any challenges that may affect contract performance.

### DECLARATION

#### Supplier Declaration

I certify and commit to fulfilling all contractual obligations as outlined above and the same shall form the basis for performance evaluation under SECTION B below.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Stamp: \_\_\_\_\_

**SECTION B: PERFORMANCE EVALUATION BY PROCURING ENTITY**

Evaluation Criteria	Score Guidance	Score Awarded (1-5)
Quality of Goods/Services	100% - All items accepted with no rejection.	
	40% - Goods rejected but replaced within agreed timelines.	
	0% - Goods rejected and no replacement supplied.	
Timeliness of Delivery	100% - All deliveries within agreed timelines.	
	40% - Delivery delayed leading to cancellation and replacement of expired LPO.	
	0% - Delivery failure resulting in cancellation of LPO without supply.	
Responsiveness & Communication	100% - Prompt response within 24 hours.	
	40% - Delayed response but issue resolved.	
	0% - No response or persistent failure to respond.	

Compliance with Contract Terms	100% - Full compliance with contract terms and specifications.	
	40% - Minor deviations corrected after notification.	
	0% - Major breach of contract terms.	
Acceptance to Collect Rejected Goods and Refund Payments Made	100% - Supplier collects rejected goods and refunds payments promptly.	
	40% - Goods collected but refund delayed.	
	0% - Supplier fails to collect rejected goods or refund payments.	
Value for Money	100% - Goods perform as per intended purpose.	
	40% - Goods rejected while on use but supplier accepts responsibility.	
	0% - Goods rejected while on use and supplier fails to accept responsibility.	

### Additional Performance Incidents Affecting Scores

Rejection of goods without replacement - 0 score under Quality.

Rejection of goods with acceptable replacement - 40% score under Quality.

Cancellation and replacement of expired LPO due to supplier delay - 40% score under Delivery.

Cancellation of LPO due to supplier failure - 0 score under Delivery.

Failure to respond to purchase order - 0 score under Responsiveness.

Issuing of credit note will be calculated based on value of credit note against the total value of the LPO.

Repeated delivery of substandard goods - Automatic contract performance review and possible termination.

Acceptance of termination of contract on goods rejected while on use. i.e. value for money.

### Overall Rating Calculation

Rating	Percentage Score / Interpretation
5	90-100% - Excellent
4	80-89% - Very Good
3	70-79% - Satisfactory
2	60-69% - Poor
1	Below 60% - Unsatisfactory



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## INSPECTION AND ACCEPTANCE OF GOODS

The Supplier hereby acknowledges and agrees that all goods, works, or services supplied under the contract shall be subject to inspection and acceptance by the Procuring Entity through the Inspection and Acceptance Committee (IAC).

The Supplier further commits to the following;

1. To deliver goods, works, or services strictly in accordance with the specifications, quantities, and quality standards stipulated in the contract and tender documents.
2. To ensure that the goods supplied conform to the approved samples, where applicable, and meet all technical and regulatory requirements.
3. To accept that the Procuring Entity may subject the goods to independent testing by accredited third-party agencies where necessary to confirm compliance.
4. To bear the cost of testing and certification where such testing is required due to doubts regarding compliance with specifications.
5. To collect and replace rejected goods promptly where inspection confirms that the goods supplied do not meet the required specifications.
6. To refund any payments already made where goods supplied are rejected and cannot be replaced in accordance with the contract terms.
7. To acknowledge that failure to comply with the inspection and acceptance requirements may lead to contract enforcement measures, including rejection of goods, cancellation of LPO, or termination of the contract in accordance with applicable procurement laws and contract provisions.

### Supplier Declaration

I/We hereby certify that we have read, understood, and agree to comply with the above Inspection and Acceptance requirements and commitments.

Name of Supplier: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Stamp: \_\_\_\_\_

## **Procedure for Inspection and Acceptance**

Upon delivery of goods, works, or services, the Inspection and Acceptance Committee (IAC) shall conduct inspection and verification before acceptance.

### **a) Documents to be used during Inspection**

The Inspection and Acceptance Committee shall inspect the goods using the following documents;

1. Local Purchase Order (LPO)
2. Supplier Delivery Note
3. Tender Document as submitted by the Supplier
4. Contract Agreement (where applicable)
5. Approved Sample (where applicable)

### **b) Verification during Inspection**

The Inspection and Acceptance Committee shall verify the following;

- i. Conformance to the awarded products as specified in the bid/tender document.
- ii. Conformance to the approved sample, where applicable.
- iii. Compliance with technical specifications indicated in the contract.
- iv. Quantity delivered against the quantities specified in the LPO.
- v. Country of origin, where applicable.
- vi. Product labeling, packaging and expiry dates where applicable.
- vii. Functional performance, where applicable.

### **c) Third-Party Testing and Certification**

Where goods require specialized testing or regulatory verification, samples may be submitted to recognized third-party testing agencies for independent verification and certification at suppliers cost but limited to;

Such agencies may include;

- i. Kenya Bureau of Standards (KEBS)
- ii. Government Chemist Department
- iii. National Public Health Laboratories
- iv. Other accredited regulatory authorities depending on the nature of the goods.

The third-party testing agency shall issue a certificate or a report confirming compliance and conformance.

### **d) Rejection of Non-Compliant Goods**

If the goods fail and are rejected;

- i. The Inspection and Acceptance Committee shall document the non-compliance.
- ii. The committee shall recommend rejection, replacement or corrective action in accordance with the contract terms.
- iii. The supplier shall be formally notified of the rejection and required to replace where applicable.

