
REPUBLIC OF KENYA



MIGORI COUNTY GOVERNMENT

TENDER NO: MC/189/2015-2016

REQUEST FOR PROPOSAL (RFP) FOR

**SUPPLY, INSTALLATION, DEPLOYMENT AND CONFIGURATION OF
HOSPITAL INFORMATION MANAGEMENT SYSTEM**

CLOSING DATE: FRIDAY, 15TH APRIL 2016

EMPLOYER

**MIGORI COUNTY GOVERNMENT
P.O. BOX 195 -40400
SUNA-MIGORI**

REPRESENTED BY

COUNTY DIRECTOR – INFORMATION COMMUNICATION TECHNOLOGY

FOR THIS TENDER:

**THE EMPLOYER'S TECHNICAL REPRESENTATIVE IS:-
COUNTY DIRECTOR, INFORMATION COMMUNICATION TECHNOLOGY
MIGORI COUNTY
P.O. BOX 195 -40400
SUNA.**

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SECTION I INVITATION TO TENDER

TENDER FOR SUPPLY, INSTALLATION, DEPLOYMENT AND CONFIGURATION OF HOSPITAL INFORMATION MANAGEMENT SYSTEM

1. The County Government of Migori has allocated funds to the Directorate of Information Communication Technology during the financial year 2015/2016 to finance the sector activities. The sector's objective is to improve sustainable human development and governance.
2. The Government intends to use part of these funds for the supply, installation, deployment and configuration of Hospital Information Management System at Uriri and Kehancha sub-county hospitals
3. The County Government through the department of ICT proposes to procure the services of a registered, experienced and qualified firm to supply, install, deploy and configure a Hospital Information Management System in Migori County
4. Migori County Government hereinafter also referred to as the "Employer," invites tenders from interested firms with the necessary financial resources, experiences and technical expertise for the consultancy services to supply, installation, deployment and configuration of Hospital Information Management System in Migori County.
5. Interested eligible bidders may inspect, view, obtain and download the tender document from Migori County's website www.migori.go.ke **FREE OF CHARGE**.
6. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **90 days** from the closing date of the tender.
7. Completed tender documents are to be enclosed in plain sealed envelopes marked with TENDER NAME and the TENDER NUMBER and addressed to;

**THE COUNTY SECRETARY,
MIGORI COUNTY GOVERNMENT
P.O. BOX 195 – 40400,
SUNA- MIGORI**

And deposited in the Tender Box located at the entrance of County Treasury so as to be received not later than **Friday, 15th April 2016 at 10.00am**

1. Tenders shall be opened immediately thereafter in the presence of the bidders or their representatives who may choose to attend. Late bids will be rejected and returned un-opened.

Ag.HEAD, SUPPLY CHAIN MANAGEMNT SERVICES
FOR: COUNTY SECRETARY
MIGORI COUNTY GOVERNMENT

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 Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The County Government's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 County Government to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods 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 goods are mined, grown, or produced. Goods 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 goods is distinct from the nationality of the tenderer.

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 County Government, 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 Tender Document

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

- 2.3.3 Invitation to Tender
- 2.3.4 Instructions to Tenderers
- 2.3.5 General Conditions of Contract
- 2.3.6 Special Conditions of Contract
- 2.3.7 Schedule of requirements
- 2.3.8 Technical Specifications
- 2.3.9 Tender Form and Price Schedules
- 2.3.10 Tender Security Form
- 2.3.11 Contract Form
- 2.3.12 Performance Security Form
- 2.3.13 Bank Guarantee for Advance Payment Form
- 2.3.14 Manufacturer's Authorization Form
- 2.3.15 Confidential Business Questionnaire

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- 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 Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. 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 County Government's 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 Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, 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 amendment.
- 2.6.2 All prospective candidates that have received 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 County Government, at its discretion, may extend the deadline for the submission of tenders.

2.5 Language of Tender

- 2.5.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the County Government, 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.

2.6 Documents Comprising of 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 2.1.2 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 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, 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 and total tender price of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the County Government.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.11 Tender Currencies

Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1 the tenderer 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.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the County Government'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.
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the County Government's satisfaction;
 - (a) that, in the case of a tenderer offering to supply goods and services under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract; and
 - (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 Goods Eligibility and Conformity to Tender Documents

Pursuant to 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 goods which the tenderer proposes to supply under the contract

The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

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

- a detailed description of the essential technical and performance characteristic of the goods;
- 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 goods for a period of two (2) years, following

commencement of the use of the goods by the County Government; and

- (c) a clause-by-clause commentary on the County Government's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the documentary evidence 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.

2.7.3 Tender Security

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

The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

The tender security is required to protect the County Government against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.

The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the County Government and valid for thirty (30) days beyond the validity of the tender.

Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the County Government. as non responsive, pursuant to paragraph 2.22.

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

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.

The tender security may be forfeited:

if a tenderer withdraws its tender during the period of tender validity specified by the County Government.on the Tender Form; or

in the case of a successful tenderer, if the tenderer fails:
to sign the contract in accordance with paragraph 2.27;

or

(ii) to furnish performance security in accordance with paragraph 2.28.

2.8.2 Validity of Tenders

Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the County Government., pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government as non responsive.

In exceptional circumstances, the County Government 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.

2.8.3 Format and Signing of Tender

The County Government 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.

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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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 County Government at the address given in the Invitation to Tender:
- (b) bear tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE 15TH APRIL, 2016”**.

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 County Government 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 County Government at the address specified under paragraph 2.17.2 no later than **15th April, 2016 at 10.00 am hour’s local time**.

The County Government 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 County Government and candidates previously subject to the deadline will therefore be subject to the deadline as extended

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 County Government 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.

2.19.5 The County Government may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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- 2.19.6 The County Government 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.

2.10.1 Opening of Tenders

The County Government will open all tenders in the presence of tenderers' representatives who choose to attend, at **10:00 hours local time on 15th April, 2016** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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 County Government, at its discretion, may consider appropriate, will be announced at the opening.

The County Government will prepare minutes of the tender opening.

2.10.2 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the County Government 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 COUNTY GOV County Government in the County Government's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The County Government 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.

2.22.2 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3 The County Government 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 affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the County Government 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 County Government's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the County Government 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 County Government will convert these 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 County Government will evaluate and compare the tenders which have been

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- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
 - 2.24.3 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.

2.25 Preference

- 2.25.1 Migori County Government will not grant a margin of preference to goods manufactured in Kenya for the purpose of bid comparison in accordance with the current laws.

2.26 Contacting the County Government

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

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

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the County Government 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.
- 2.27.2 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 County Government deems necessary and appropriate.
- 2.27.3 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 County Government will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.27.4 The County Government 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.

(c) County Government's Right to Vary Quantities

- 2.27.5 The County Government reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) County Government's Right to Accept or Reject Any or All Tenders

- 2.27.6 The County Government 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 tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the County Government's action.

2.28 Notification of Award

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- 2.28.1 Prior to the expiration of the period of tender validity, the County Government will notify the successful tenderer in writing that its tender has been accepted.
 - 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.
 - 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the County Government will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 Signing of Contract

- 2.29.1 At the same time as the County Government notifies the successful tenderer that its tender has been accepted, the County Government will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 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.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the County Government.

2.30 Performance Security

Within Thirty (30) days of the receipt of notification of award from the County Government, 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 County Government.

Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the County Government may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The COUNTY GOVERN County Government requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya Revenue Authority, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the County Government of Migori of the benefits of free and open competition;
- 2.31.2 The County Government of Migori 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.
- 2.31.3 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

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.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender.
2.1.3	Declaration of No Conflict of Interest
2.3.2	Cost of the soft copy of tender document shall be free for download
2.10.4	Tender Validity Period is 90 days from 15th April, 2016.
2.11.1	Tender prices may be quoted in Kenya Shillings
2.13.3	The clause-by-clause commentary of the technical specifications is given on table on page 24.
2.17	This tender is based on the two-envelope bid system. The bidder must submit a bid which has a technical proposal in one envelope and a financial proposal in another envelope. These two envelopes are then placed in one envelope to form a complete bid. Bids must be submitted in TWO copies.
2.18.1 2.20	Time, date, and place for bid opening are: 10:00 hours, local time, on 15th April, 2016. Opening of Technical Proposals will be done in public at the time of closing the tender. Opening of Financial Proposals of the bids that meet the minimum technical specifications will be done upon completion of the technical evaluation. The qualified bidders will be invited to witness the opening of the technical proposals.
2.22	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result

	in the rejection of its bid.
2.24	The bid evaluation will take into account technical factors in addition to cost factors. The weight for price is 30% while the weight for technical specifications is 70%. Bidders must conform to the specific Technical Requirements in Section V.
2.25	Preference The County Government will not grant a margin of preference for purposes of bid comparison
2.27.4	<p>The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:</p> $B = \frac{C_{low}}{C} X + T$ <p>where:</p> <p>C = Evaluated Bid Price</p> <p>C low = the lowest of all Evaluated Bid Prices among responsive bids</p> <p>T = the total Technical Score awarded to the bid</p> <p>X = weight for the Price as specified in the BDS (i.e. 0.3)</p> <p>The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award.</p>

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 Goods” 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 County Government of Migori, the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the County Government of Migori for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods 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 tenderer shall not, without the County Government’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 County Government 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 County Government’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 County Government on completion of the Tenderer’s performance under the Contract if so required by the County Government of Migori.

3.6 Patent Rights

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 Goods or any part thereof in the County Government’s country.

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 In the process of the performance security shall be payable to the Procuring entity as compensation for losses of the performance security shall be payable to the Procuring entity as

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- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the County Government of Migori and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the County Government of Migori, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the County Government of Migori 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 County Government of Migori or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The County Government 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 or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the County Government of Migori.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the County Government.
- 3.8.4 The County Government's right to inspect, test and where necessary, reject the goods after the Goods' arrival 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 of the Goods 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 Goods 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 Goods 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 County Government as specified in the contract.

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special

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- 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 request shall be processed by the procuring entity within 30 days of receiving the request.

3.14 Assignment

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the County Government'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 County Government 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 goods within the period(s) specified in the Contract, or within any extension thereof granted by the County Government;
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract;
 - (c) if the tenderer, in the judgment of the County Government has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.16.2 In the event the County Government 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 goods.

3.17 Liquidated Damages

- 3.17 If the tenderer fails to deliver any or all of the goods 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 goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The County Government and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

- 3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

- 3.20.1 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.

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 SPECIAL CONDITIONS OF CONTRACT OF GCC

- 3.7.1 The performance bond may be issued in the form of a bank guarantee of reputable insurance. The bank or insurance guarantee must be valid in Kenya and be at least 2% of the contract value.
- 3.9 **Packaging**
Packing and delivery of any equipment is at suppliers cost.
- 3.10 **Delivery**
Delivery will be done at the relevant locations where the services will be required.
- 3.12 **Payment Terms**
The County Government of Migori payment terms are that payment shall be made within thirty (30) days from the date of delivery and acceptance.
- 3.13 **Prices**
All prices quoted by bidders must be inclusive of all taxes, discounts and delivery costs to the County Government of Migori.
- 3.17 **Liquidated Damages**
If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of twenty (20) days. No deliveries shall be accepted after the twentieth working day in which case the LSO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, “days” means working days.
- 3.18.1 **Resolutions of Disputes**
Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Republic of Kenya Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
- 3.19 The language of all correspondence and documents related to the bid is: **English**. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

SECTION V- TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply and install.
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the functionality and scope of the product 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 a proposal of alternative product(s), preferably those that already exist within the County Government of Migori, with supporting data such as seamless integration, reference sites, etc. The County Government of Migori reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers the shortest possible delivery period of each product.

5.2 Background

The County Government of Migori is established by the Constitution of Kenya 2010 and is mandated to provide devolved services to citizens and residents of Migori County. Towards discharging this mandate, the County Government of Migori intends to automate service delivery in public sector health service delivery facilities under its purview. The County Government believes that this initiative will not only positively impact the outputs of staff and equipment input but also the long term and multi-sector outcomes and therefore greater socio-economic productivity of the residents.

The County Government of Migori intends to procure the services of a suitable firm or vendor to supply, install, deploy and commission Hospital Information Management system for its Uriri and Kehancha Sub- county hospitals facilities.

5.2.1 Scope of Work

The specific tasks to be carried out include:

- a) Supply and Customization of the Hospital Information Management system.
- b) Installation and deployment of Hospital Information Management system in the operation environment.
- c) Testing of the software in its operation environment.
- d) Commissioning of the software.
- e) Training of technical and user staff.
- f) After sale service
- g) Provision of support and maintenance

5.2.2 Key Features Required of the System

- i. Must be web-based
- ii. Must be private and secure in terms of hosting, access and encryption.
- iii. Must conform to data protection laws.
- iv. Should provide for language customization.
- v. Must provide automated notifications and statistics.

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- vii. Should come with 24/7 access, support and maintenance.
 - viii. User and technical training must be provided.
 - ix. Allow for integration with other County Government systems for harvesting of specific data on a need basis e.g. on finance, recruitments, transfers etc
 - x. The solution platform needs to be hosted at a secure location.
 - xi. Documentation (soft & hard copy).
 - xii. Provision of warranty period and services.
 - xiii. Provision of annual licensing, maintenance and other costs.
 - xiv. Provision of a proposal for a live demonstration of the bidder's proposed solution after qualification.
 - xv. Provision of a work-plan.

5.2.3 Methodology and Implementation

The bid document should clearly indicate the proposed implementation schedule with strict timelines.

Key aspects of the implementation to be provided for in the schedule include:

- Installation Plan
- Strategy for migrating data from existing systems
- Acceptance testing plan
- Implementation and training
- Post implementation review
- Completion and Commissioning
- User Guides and manuals

5.2.4 Completion and Commissioning

Upon successful implementation, the service provider shall provide relevant test results and ensure completion and commissioning of system.

5.2.5 Documentation

The service provider shall avail both Technical and user documentation required for proper operationalization of the system.

5.2.6 Warranty

The Contractor will be required to provide a system life warranty for all installed system modules and upgrades. The cost of upgrades/versions shall be borne by the vendor.

6. SYSTEM FUNCTIONAL REQUIREMENTS

- 6.1 System supports a function where the contents of the paper record as defined by standardized MOH forms can be entered for inclusion in the System.
- 6.2 System supports a total paperless function using a point of care system.
- 6.3 System captures data that can be used for individual patient care as well as for program monitoring and evaluation.
- 6.4 System shall associate key identifier information (e.g., system ID, medical record number) with each patient record.
- 6.5 System allows for summarized information in different parts of the system to be sorted and filtered by date or date ranges and chronology.

6.6 Demographics/ Patient Identification

- 6.6.1 System supports the generation and use of a unique identifier and allows for the storage and use of more than one identifier for each patient's record.
- 6.6.2 System captures and maintains demographic information. At minimum, the system should capture the following demographic information:
 - 6.6.3 Patient names: surname, first name and other name.
 - 6.6.4 Other vital information includes: sex, date of birth, place of birth, patient's physical address, patient's telephone contact and next of kin.
 - 6.6.5 Additional information may include: Biometric identifiers
- 6.6.6 System displays multiple types of patient identifying information at each interaction with the patient record to facilitate accurate patient identification.
- 6.6.7 System shall provide the ability to maintain and make available historic information for demographic data including prior names, addresses and phone numbers.
- 6.6.8 System is capable of importing existing patient demographic data from an existing SYSTEM system via a standardized MOH HL7 interface format.

6.7 Patient History

- 6.7.1 System allows the capture or entry of past patient history as relates to medical, surgical, obstetrics/gynecology, pediatric and other care.
- 6.7.2 For each new patient, the system captures and stores risk factors. For example: TB status, tobacco use and history, alcohol use and history, drug use and history, chronic illnesses such as hypertension, diabetes.
- 6.7.3 For each new patient, the system captures and stores, at minimum, the following social history elements: marital status, occupation, socioeconomic status, and education.
- 6.7.4 System has the capability to import patient health history data from an existing system using a standardized MOH HL7 format.
- 6.7.5 System documents hospitalization and OPD data including: visit dates, admission and discharge dates, chief complaint, diagnosis, procedures performed and discharge summary.
- 6.7.6 System documents all existing allergies, intolerance and adverse reactions to drugs and interactions, including dietary and environmental triggers.
 - 6.7.7 System records, at a minimum, the allergen (drug), type of reaction and date the reaction occurred.
 - 6.7.8 System captures the reaction type and severity of the reaction
- 6.7.9 System captures history of received immunizations and is able to display a report on the patient's immunization status.

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- 6.7.10 System collects and stores family history, including, but not limited to:
History of chronic diseases such as hypertension, diabetes and cancers, including date of diagnosis. If deceased: date and cause of death

6.8 Current Health Encounters

- 6.8.1 System supports the capture / entry of all clinical events, encounters and/or episodes relevant to the care of a patient.
- 6.8.2 System includes forms for data capture as well as patient and treatment forms as defined by Ministry of Health data requirements.
- 6.8.3 System has the capability to receive clinical documentation and notes via a standard MOH HL7 interface.
- 6.8.4 System has the capability to capture vital signs data. At minimum, the system collects height, weight, pulse rate, respiratory rate, blood pressure, BMI (calculated), and MUAC for children.
- 6.8.5 System has the capability to capture and edit health data regarding the patient's current health status, including (as applicable): chief complaint, onset and duration of symptoms, physical examination findings, diagnosis, performed/planned laboratory procedure, medications prescribed, patient education, non-drug prescriptions such as exercise and diet plans, and follow-up plans, including dates of next visit.
- 6.8.6 System enables the documentation and tracking of referrals between care providers or healthcare organizations. The following information is captured for every referral: reason for referral, date, referring provider and referred-to provider
- 6.8.7 System must apply security controls to clinical notes to ensure that data cannot be deleted or altered except within the current session and by an authorized user. The only exception to this is that if an entry clerk has made an error transcribing paper clinical notes into the system, a correction may be allowed subsequently by an authorized user. The correction including the original text will be visible to anyone subsequently viewing the notes.
- 6.8.8 System supports the capability to collect the minimum data elements defined by the associated clinical practice guidelines, e.g. minimum data elements for HIV care, TB care.

6.9 Problem Lists

- 6.9.1 System creates, maintains and reports all active problems associated with the patient.
- 6.9.2 System provides a problem status (active, inactive) for each shown problem.
- 6.9.3 When capturing problem information, the system captures at minimum: diagnosis/problem date(s), and the severity of illness.
- 6.9.4 System provides the ability to maintain a coded list of problems/diagnoses.

6.10 Clinical Practice Guidelines (CPG)

- 6.10.1 System includes and maintains evidence-based Clinical Guidelines (for diseases such as HIV, TB, and Malaria) published and maintained by credible sources such as the MOH, NASCOP, Malaria and TB program. The guidelines incorporate alerts and reminders.
- 6.10.2 System includes decision support prompts to support clinical guidelines and protocols.
- 6.10.3 System has the capability to allow revision of clinical practice guidelines.
- 6.10.4 System allows the provider or other authorized user to override any or all parts of the guideline. System is able to collect exceptions for NOT following the guidelines including reasons for overriding and details of provider.

6.11 Prevention

- 6.11.2 The prompts must be dynamic and take into account sex, age, and chronic conditions.
- 6.11.3 System includes a patient tracking and reminder capability (for patient follow-up).
- 6.11.4 System includes the incorporation of immunization protocols:
 - 6.11.5 For children as per Kenya Extended Programme for Immunization (KEPI) schedule.
 - 6.11.6 Captures and shows immunization due dates.

6.12 Patient Education

- 6.12.1 System has the capability to create, review, update, and delete patient education plans and materials as defined by disease programs such as NASCOP, The Division of Leprosy, TB and Lung Disease (DLTLD), and Malaria.
- 6.12.2 System has the capability to create, review, update, or delete patient education materials.

6.13. Results

- 6.13.1 System has the capability to manage, and present current and historical test results to appropriate clinical personnel for review, with the ability to filter and compare results with previous tests.
- 6.13.2 System is capable of receiving test results from laboratory and radiology (imaging results).
- 6.13.3 Laboratory and radiology results are received via a standard MOH HL7 interface.
- 6.13.4 When displaying results, the system, at a minimum, displays the patient name, date and time of order, and date and time results were last updated
- 6.13.5 System uses visual cues to highlight abnormal results.
- 6.13.6 System allows the provider to comment on received lab results, or allows data entry personnel to capture comments on results.

6.14 Medication and Immunization Management

6.14.1 System creates prescriptions or other medication orders with detail adequate for correct filling and administration, and captures the identity of the prescriber. At minimum, system

6.14.2 System has the capability of creating and maintaining a current medication list for each patient

should capture: the name of the drug, the dose and frequency of administration.

6.14.3 System presents clinicians/users with list of medications that are to be administered to a patient and captures administration details including dose of medications and route of administration. The clinician is able to select prescribed drugs from pull down menus.

2 Confidentiality and Security

6.14.4 System identifies drug interaction warnings at the point of medication ordering.

10.5. System provides the capability to select the drug to be prescribed from pull down menus.

10.6. System maintains patient-specific adverse reaction lists and allows on reporting from such lists

1 System supports secure logon into the SYSTEM system.

10.7. System provides the capability for electronic transfer of prescription information to a selected pharmacy for dispensing.

10.8. System provides the ability to recommend required immunizations and when they are due based on the Kenya Extended Programme for Immunization (KEPI) immunization schedule.

2 System controls

10.9. System is capable of preparing a report on a patient's immunization history.

access to and within the system at multiple levels (e.g., per user, per user role, per area, per section of the chart) through consistent identification and user authentication mechanisms.

3 System verifies and enforces access control to all EHR/SYSTEM components, information and functions for end users.

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- 4 System secures all modes of SYSTEM data exchange through the use of data encryption; destination and source authentication and other standard security measures used to ensure security and privacy considerations.
 - 5 System incorporates an audit trail covering all access and system transactions, including look-ups of patient data.
 - 6 System provides analysis of audit trails and unauthorized access attempts.

12. Clinical Decision Support & Alerts

- 12.1. System includes alerts based on clinical guidelines and protocols at the point of information capture or entry. The alert details include, but are not limited to: text describing the alert, as well as data and time of the alert.
- 12.2. System allows the user to document rationale for following/not following an alert.
- 12.3 The Reminders/Alerts screen pops up whenever a patient record is accessed and active alerts are in place.
- 12.4 System identifies trends that may lead to significant problems and provides prompts for consideration. For example, identifies trends of worsening laboratory results.
- 12.5 System triggers alerts to providers when individual documented data indicates that critical interventions may be required, such as a change or stoppage of treatment, etc.
- 12.6 System automatically triggers an alert upon documentation of a diagnoses or event required to be reportable to outside agencies including the MOH, WHO and Centers for Disease Control and Prevention (CDC).

2 Reporting

- 2.31 System allows for the electronic generation of MOH aggregate reports, including disease specific reports for programs such as TB, Malaria and NASCOP, for transmission to the next level (e.g., the District Health Information System).
- 2.32 System electronically transmits aggregate reports to the District Health Information System or any other defined 'next' level using MOH standardized transmission protocols.
- 2.33 System creates and maintains patient-specific summary views and reports that include, at minimum: problem list, medication list, treatment interruptions and restart dates, adverse drug reactions, care history, and missed appointments.

14. Chronic Disease Management

- 14.1. System supports chronic disease management by:
 - 14.1.1. Allowing patient tracking and follow-up
 - 14.1.2. Integrating all patient information within the system
 - 14.1.3. Providing a longitudinal view of patient medical history
 - 14.1.4. Providing access to patient treatments and outcomes
- 14.2. System tracks / provides reminders and validates care process. For example, the system validates the follow-up of a diabetic patient and provides reminders to do blood sugar tests.

15. Consents, Authorizations, and Directives

- 15.1. System has the capability for a patient to sign consent electronically or store a scanned manually signed consent form.
- 15.2. System has the capability to create, maintain, and verify patient treatment decisions in the form of consents and authorizations when required.

16. Children's Health

- 16.1. System displays the age of a child.
- 16.2. System displays growth charts showing plotted values of height, weight, head circumference, and BMI against age and sex data.
- 16.3. System allows for capture, storage and management of pediatric specific laboratory tests such as HIV-DNA PCR tests, CD4%.
- 16.4. System verifies appropriate drug dose for children when given the child's weight in kgs or BSA in cubic meters.

3.2 Pregnancy Care

- 3.1.1 System accepts coded input for historical items that are asked at each pregnancy visit such as loss of fluid, fetal movement, etc.
- 3.1.2 Where collected, the system makes obstetric past history available to the provider for future pregnancies.
- 3.1.3 System records fetal heart rate, fundal height, weight, urine analysis and blood pressure at each visit, along with antenatal profile results.
- 3.1.4 System provides for capturing dates to be used for notifications and alerts such as date to start ART prophylaxis, date to schedule for caesarean section, date to perform a check ultrasound, etc.
- 3.1.5 System displays the estimated date of delivery (EDD) given the patient's last menstrual period (LMP).
- 3.1.6 System will calculate an EDD given an ultrasound date and the estimated gestational age (EGA) given by the ultrasound.
- 3.1.7 System creates a printable view of all visits, labs, due date, ultrasound, problem list and plans which can be given to a patient for purposes of communicating with providers on a Labor and Delivery floor.

18. Orders

- 18.1. System supports the recording and tracking of clinical orders and requests such as prescriptions and other treatment orders, laboratory investigation requests, and referrals.

19. Audit/Logging

- 19.1. System keeps an audit of all transactions.
- 19.2. System dates and time stamps all entries.

2 Validation

- (a) System includes error checking of all user input data, including, but not limited to:
 - 1 Check diagnosis against gender and age
- (b) Date checking for validity as well as to ensure a valid chronological order of events (diagnosis before treatment, scheduling after birth, etc.).

3 Communication

- a System supports the export and import of data received using standard MOH HL7 protocols.

2 Input Mechanisms

- a System uses pre-coded data and choice selection (such as from radio buttons, checkboxes, dropdowns, etc.) where

b System has the ability to allow inclusion of free text.

SECTION VII - PRICE SCHEDULE

6.0 Financial Bid

Kindly use the format given below to provide details of your Commercial Bid. It is mandatory that any change in these formats, inclusion of any remarks, etc. be mentioned under "Deviation Schedule" to be submitted along with the Technical Bid.

1.1.1 Item Description	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
System Software-License Fees						
Proposed IHSMS Software-License Fees						
PACS						
Telemedicine						
Implementation Costs						
Training Costs						
Support Costs						
Cost of Annual Maintenance Contract (AMC) for 5 years						
Upgrades and Enhancements						
Duties & Taxes						
Other Costs						
1.1.2 Grand Total						

The Bidder is required to provide detailed, item-wise Bill of Material with break-up of costs as an Appendix along with the Price Bid.

Also, an un-priced, detailed, item-wise Bill of Material shall be provided as an appendix along with the Technical Bid.

Bidder should also give the cost of the person month along with Price Bid. Bidder should also give the 5 year Annual Maintenance Contract (AMC) costs to be included in the Tender/Price Bid

7.0 EVALUATION CRITERIA

The Procuring entity will evaluate based on the following criteria.

(I) MANDATORY PRELIMINARY REQUIREMENTS

SNo.	Requirement	Response
1.	Copy of certificate of incorporation/registration	
2.	Copy of valid business permit	
3.	Copy of tax compliance certificate	
4.	Copy of VAT/PIN certificate	

Any bidder who satisfactorily satisfies above requirements will be subjected to next stage on technical evaluation.

(II) TECHNICAL EVALUATION CRITERIA

SNo.	Evaluation Criteria	Marks %
1.	Specific experience of the bidder related to similar assignments (Over 5 similar assignments and proof through letters of recommendation or awards)	20
2.	Adequacy of the proposed work plan and methodology in Responding to the terms of reference.	20
3.	Product Architecture and Technical <ul style="list-style-type: none">• Performance (3 sec) for single transaction• Scalable.• Reliable.• Available.• Secure.• Interoperability	20
4.	IHMS Functionality Requirements	
5.	Qualifications and competency of key staff for the assignment.	30
6.	Suitability to the transfer of technology (capacity building and support framework)	10
	TOTAL SCORE	100

PLEASE NOTE THAT THE FORM OF TENDER AND THIS PRICE SCHEDULE MUST BE IN A SEPARATE ENVELOPE FROM THE TECHNICAL PROPOSAL

SECTION VIII - STANDARD FORMS

- (i) Form of Tender
- (ii) Form of Agreement
- (iii) Form of Tender Security
- (iv) Performance Bank Guarantee
- (v) Performance Bond
- (vi) Bank Guarantee for Advance Payment
- (ix) Qualification Information
- (x) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (xi) Details of Sub-Contractors

1. FORM OF TENDER

TO: _____ [Name of Employer] _____ [Date]
_____ [Name of Contract]

Dear Sir,

In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]

We undertake, if our tender is accepted, to commence the Works on the commencement date and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix.

We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of
_____ [Name of Tenderer] of
_____ [Address of Tenderer]

Witness: Name _____

Address _____

Signature _____

Date _____

2. FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between _____ of [or whose registered office is situated at] _____ (hereinafter called “the Employer”) on the one part AND _____ of [or whose registered office is situated at] _____ (Hereinafter called “the Contractor”) on the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ (Name and identification number of **Contractor**) (Hereinafter called “the **Works**”) located at _____ [Place/location of the Works] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs _____ [Amount in figures], Kenya Shillings _____ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.

- (i) Letter of Acceptance
- (ii) Form of Tender
- (iii) Conditions of Contract Part I
- (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
- (v) Specifications
- (vi) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby Covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (

i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

3. FORM OF TENDER SECURITY

WHEREAS (herein after called “the Tenderer”) has submitted his tender dated for Construction ofproject..... (*name of Contract*)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ninety (90) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[Date)

[Signature of the Bank]

[Witness]

[Seal]

4. PERFORMANCE BANK GUARANTEE

To: _____ (*Name of Employer*) _____ (*Date*)
_____ (*Address of Employer*)

Dear Sir,

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (*amount of Guarantee in figures*) Kenya Shillings _____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until the date of issue of the Employer’s notice under Sub-Clause 8.2 (Taking-Over Notice).

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

5. PERFORMANCE BOND

By this Bond, We _____ of (or whose registered office is situated at) _____ as Principal (hereinafter called “the Contractor”) and _____ of [or whose registered office is situated at] _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ of [or whose registered office is situated at] _____ as Oblige (hereinafter called “the Employer”) in the amount of Kshs. _____ [*amount of Bond in figures*] Kenya Shillings

[*amount of Bond in words*], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the _____ day of _____ 20 _____ for the execution of _____

[*name of Contract*] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term “Balance of the Contract Price”, as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____

SIGNED ON _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[name of Contractor] *[name of Surety]*

By _____ By _____

In the capacity of _____ In the capacity of _____

In the presence of; Name _____ In the presence of; Name _____

Address _____ Address _____

Signature _____ Signature _____

Date _____ Date _____

6. BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called “the Contractor”) shall furnish you with a Bank guarantee by a recognised Bank for the sum specified therein as a security for compliance with his obligations in accordance with the Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, 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 and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

7. QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);
Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last three years

Year	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of Contract

1.4 Major items of Contractor's Equipment proposed for carrying out the Works.
List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position

- 1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.
- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.
-
- 1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.
- 1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.
-

1.6 Proposed program (work method and schedule) for the whole of the Works.

Descriptions, drawings and charts as necessary to comply with the requirements of the tendering documents

8. TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;

.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);

.....

3. Telephone number (s) of tenderer;

.....

4. Telex of tenderer;

.....

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;

.....

6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);

.....

.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

9. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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. You are advised that it is a serious offence to give false information on this form

Part 1 – General:
Business Name
Location of business premises.....
Plot No..... Street/Road
Postal Address Tel No. Fax E mail
Nature of Business
Registration Certificate No.....
Maximum value of business which you can handle at any one time – shs.....
Name of your bankers Branch.....

	Part 2 (a) – Sole Proprietor																				
	Your name in full Age																				
	Nationality Country of origin																				
	5.5.2 Citizenship details																				
	Part 2 (b) Partnership																				
	Given details of partners as follows:																				
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....				2.....				3.....				4.....			
Name	Nationality	Citizenship Details	Shares																		
1.....																					
2.....																					
3.....																					
4.....																					
	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																				
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Name	Nationality	Citizenship Details	Shares																		
1.....																					
2.....																					
3.....																					
4.....																					
Date	Signature of Candidate																				

• If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

10. DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

(i) Full name of Sub-contractor
and address of head office:

.....

(ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
Contract value:

.....

.....

(2) Portion of Works to sublet (not more 25% of contract value)

.....

(i) Full name of sub-contractor
and address of head office:

(ii) Sub-contractor's experience of similar works carried out
in the last 3 years with contract value:.....

(Signature of Tenderer)

Date